



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

ROC 02 2024/25

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF VARIOUS WATER AND SANITATION NETWORK COMPONENTS IN THE CITY OF TSHWANE MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS: THREE-YEAR PERIOD
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NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0001
Tel: 012 358 9999

BID CLOSING DATE

08 October 2024

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: REGIONAL OPERATIONS AND COORDINATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
ROC 02 2024/25	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF VARIOUS CEMENT PRODUCTS, AS AND WHEN REQUIRED FOR A 3-YEAR PERIOD	REGIONAL OPERATIONS AND COORDINATION	Technical enquiries: Mokgadi Supe (mokgadisu@tshwane.gov.za or 012 358 7108)	<u>Compulsory briefing session</u> Venue: Water and Sanitation Depot, 11 Johannes Ramokhoase Street. Date: 20 September 2024 Time: 12:30	8 October 2024 at 10:00am

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

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

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00am on 8 OCTOBER 2024

Bidders must contact the following officials for any enquiries:

Technical enquiries: Mokgadi Supe (mokgadisu@tshwane.gov.za or 012 358 7108)

Supply chain enquiries: Relebogile Malatswane (012 358 2735 or RelebogileM@tshwane.gov.za)

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

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

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

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

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only non-erasable black ink pen must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed. By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Tshwane.
 - iv. JV agreement must be complete, relevant and signed by all parties.

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

Bidder



CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

A. COMPANY

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

An example is shown below:

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

SIGNED ON BEHALF OF THE COMPANY:

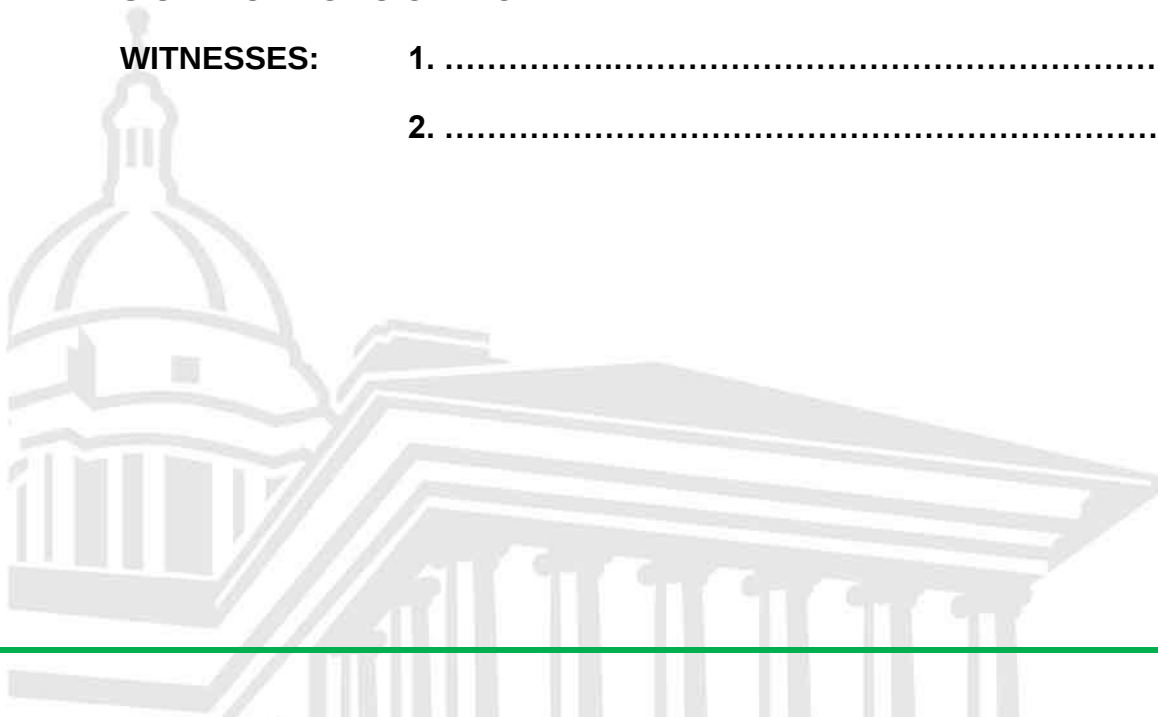
IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.



B. PARTNERSHIP

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

Full name of partner	Residential address	Signature
.....		
.....		
.....		

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

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

C. ONE-PERSON BUSINESS

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

.....	
Signature	Date

D. CLOSE CORPORATION

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

An example is shown below:

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

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

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



ROC 02 2024/2025

TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF VARIOUS WATER AND SANITATION NETWORK COMPONENTS, IN THE CITY OF TSHWANE MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS: THREE-YEAR PERIOD

- **INTRODUCTION AND PURPOSE**

The Regional Operations and Coordination which consists of 7 regions, Water Distribution and Sanitation sub-section are responsible for the repair and maintenance of water reticulation and sewer network pipelines. These water and sewer network helps the City of Tshwane to distributes portable water and collect sewer to and from 1 136 876 households where 16.4% are informal dwellings. The water distribution and sewer network are made up of main water pipeline feeders and sewer collector lines which consists of materials which are maintained by Supply Chain Management stores.

The purpose of this project is to appoint qualified Service Providers as and when required to supply, deliver and offload various water and sanitation network repair and maintenance components in the various City of Tshwane Municipal Stores for a period of three years. The availability of these components makes it possible for the CoT to execute reactive and proactive maintenance of the water and sanitation networks to enable the objective of reaching the required norms and standards, to curb water loss and to protect the environment against raw sewage material as a result of pipe breakages.

- **BACKGROUND**

Section 152 (1) (b) of the Constitution of the Republic of South Africa, 1996 specifically states that the objects of local government are to ensure provision of services to communities in a sustainable manner; and Section 152 (1) (d) to promote a safe and healthy environment.

Further, the Bill of Rights in the Constitution of the Republic of South Africa, 1996 (Act 108 of 1996) specifically includes an environmental clause which states in section 24 that everyone has the right - (a) to an environment that is not harmful to their health or well-being; and (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures.

Also, section 28 of the National Environmental Management Act, 1998 (Act 107 of 1998) states that every person who causes, has caused or may cause significant pollution or degradation of the environment must take reasonable measures to prevent such pollution or degradation from occurring, continuing or recurring, or, in so far as such harm to the environment is authorised by law or cannot reasonably be avoided or stopped, to minimise and rectify such pollution or degradation of the environment.

In terms of the aforementioned the City of Tshwane has an obligation to manage the water distribution and wastewater collection, maintenance of good industrial relations, adherence to the Occupational Health and Safety Act, and to ensure the availability of human, material and fleet resources – all with the aim of ensuring the effective functioning of the municipal water distribution and wastewater collection system and the duty of care to mitigate water leaks and pollution impacts.

- The aim and objectives of the project

The main aim and objective of this project to appoint qualified Service Providers as and when required to supply, deliver and off-load various water and sanitation network components as and when required, in the various City of Tshwane municipal stores for a period of three years to assist the Regional Water Distribution and Sanitation teams to be able to maintain existing water and sewer network and reduce the water loss and sewer pollution within CoT areas.

The project will be implemented to supply, deliver, and off-load various water and sanitation network components as and when required, in all the various City of Tshwane municipal stores.

Looking at the requirements of the regions and the importance of the project, it is proposed to appoint qualified service providers as and when required to supply, deliver and off-load various water and sanitation network components as and when required, in the various City of Tshwane municipal stores for a period of three years (with a maximum of two service providers given one item to supply, if one supplier fails to deliver, the next in line appointed supplier who qualifies will be given an opportunity to supply). The Contractors/Bidders should tender for all sub items per item.

- Location of the project

The Water and Sanitation maintenances services are executed in all 7 Regions and due to the geographic composition of the Regions, it is an advantage for all the CoT stores to be fully equipped with the required material. The following stores will be capacitated by this tender:

S 018 Kungwini Store – Church Street, Bronkhorstspuit

S 019 Temba Store - Stand 2024, Temba

S 023 Proes Sewage Store – 13 Johannes Ramokhoase Street, Pretoria

S 025 Proes Water Store – 13 Johannes Ramokhoase Street, Pretoria

S 071 Sosha Mega store – Soshanguve

S 076 Centurion Mega store – Basden & Rabie Street, Centurion

- List all the stakeholders involved
 1. Regional Operations and Coordination-ROC Department
 2. Supply Chain Management
 3. Group Finance
 4. Appointed external Contractor for project
 5. Water and Sanitation Department
- Who will benefit directly and indirectly from this bid/project and how?
ROC, Water and Sanitation Department, and Group Property Management will benefit from this project in terms of achieving service delivery obligations.
- What control and monitoring measures are envisaged?
Stock inventory management by Supply Chain Management Department
- **PROJECT SCOPE**

This tender provides for the supply, delivery and off-loading of the municipality's requirements of various water and sewer components used in the municipal water reticulation and sanitation system.

For all water works pipes, fittings and components must comply with minimum working pressures of 1200 kPa, or as indicated in schedule. For all sanitation pipes, fittings and components must comply with Class 34 Solid wall (heavy duty) 300Kpa pipe stiffness.

- **DELIVERABLES**

- to the description of the product, manufacturer, and type of mark.
- All material should be delivered within 7 days after receipt of an official order.

The City reserves the right to refuse delivery if delivered items do not meet the specification in this tender or differ from the details completed in the pricing schedule with respect

- **SPECIFICATION**

The latest revision of applicable standards must be utilised.

5.1. MATERIAL SPECIFICATIONS

5.1.1 Waterworks Fittings Required

Item 1 - Fitting (PE) compression/screwed: SANS 14236

Item 2 - Fitting (uPVC): SANS 967

Item 3 - Fitting (copper alloy) compression: SANS 1067/1, capillary solder
SANS 1067/2

Item 4 - Fitting (Malleable) Threaded: SANS 14

Item 5 - Fitting (Pipe saddle): SANS 1808-44

Item 5 - Fitting (Pipe saddle): SANS 1808-44

Item 6 - Fitting (Repair clamp): SANS 1808-45
Item 7 – Fitting (ductile iron): SANS 52842 / 936
Item 8 – Fitting (copper alloy) Bush: Threads to SANS 1109-1

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g., JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

All fittings must comply with a minimum working pressure of 1200kPa, or higher if specified.

All bolts and nuts (other than for repair clamps) of nominal diameter 8mm or greater to be hot dipped galvanised to SANS 121 with minimum average galvanised thickness in accordance with SANS 121 unless otherwise specified in this document. Electroplating or other coatings are not acceptable.

- Malleable iron fittings: Hot dipped galvanised to SANS 121 with minimum average galvanised thickness of 70 micron.
- Repair clamps: Outer shell, bolts and nuts to be stainless steel, grade 316 minimum and must be fully lined with a one-piece inner surface ribbed or gridded continuously bonded elastomeric gasket.
- Repair clamps with 100 mm tapped take off: Outer shell, bolts and nuts to be stainless steel, grade 316 minimum and must be fully lined with a one-piece inner surface ribbed or gridded continuously bonded elastomeric gasket. The take-off point on the inner face shall also accommodate a circular recess reinforced ring (O-ring).
- Stainless steel Saddle: Outer shell, bolts and nuts to be stainless steel, grade 316 minimum and must be fully lined with a one-piece inner surface ribbed or gridded continuously bonded elastomeric gasket. The take-off point inner face will also accommodate a circular recess reinforced ring (O-ring).
- Ductile iron fittings: Fittings to be coated internally and externally to a minimum thickness of 250 microns with fusion bonded epoxy. Fittings may be socketed to fit PVC pipes or flanged and drilled to SANS 1123 Table 1600, 2500 or 4000 as specified.
- Ductile iron fittings: Gripper type fittings with minimum working pressure of 1600 kPa (Flange adaptor, Coupling). The material (sleeve, flange, and end-ring) should comply with SANS 936. The gripper mechanism should be manufactured from a material that can withstand the pull-out force where the end-load resistance of the joint is greater than the longitudinal strength of the pipe in terms of

specification WIS 4-24-01. The gasket must be manufactured of an EPDM non-toxic material that complies with SANS 4633. Fittings to be coated internally and externally to a minimum thickness of 250 microns with fusion bonded epoxy.

- Brass (copper alloy) compression fittings must comply with SANS 1067 and be dezincification resistant (DZR). DZR in accordance with SANS 6509 and the maximum penetration shall not exceed 250 microns.
- Brass (copper alloy) bushes: Threads to comply with SANS 1109-1 and be dezincification resistant (DZR). DZR in accordance with SANS 6509 and the maximum penetration shall not exceed 250 microns.

5.1.2 Water Pipes

Item 9 - Galvanised (≤ 150 mm dia): SANS 62

Item 10 - PE: SANS 4427

Item 11 - uPVC: SANS 966

Item 12 – uPVC: SANS 16422

Item 13 - Steel pipes < 200 mm dia: SANS 62

Steel pipes ≥ 200 mm dia: SANS 719

Item 14 – OPVC: SANS 1808-85

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g., JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

- Galvanised pipes of nominal diameter not exceeding 150 mm are to be seamless, solid drawn, medium duty, screwed and socketed pipes to SANS 62. Pipes to be galvanised inside and outside in an automatic plant in accordance with the requirements of SANS 32.
- PE pipes must comply with all the requirements of SANS 4427. For PE pipes with a diameter < 75 mm: Class PE 100 / PN 16 / SDR 11. For PE pipes with a diameter ≥ 75 mm: Class PE 100 / PN 12.5 / SDR 13.6.
- uPVC pipes must comply with SANS 966 (Part 1) Class 12. All pipes to be fitted with spigot and socket joints with rubber sealing rings. uPVC pipes must comply with a minimum working pressure of 1200kPa, or higher if specified.
- uPVC pipes must comply with SANS 16422 Class 12. All pipes to be fitted with spigot and socket joints with rubber sealing rings. uPVC pipes must comply with a minimum working pressure of 1200kPa, or higher if specified.
- Steel pipe with diameters ≤ 150 mm must comply with SANS 62 (Heavy Duty) and must be uncoated and plain ended.

Steel pipes >150 mm must comply with SANS 719 and be plain ended with wall thicknesses as specified in schedule. Pipes >200 mm must be spiral welded. Internal and external protection (lining and coating) must comply with the requirements of SANS 1217.

External coating: SANS 1217 Type 2 – Fusion bonded epoxy, dry film thickness (DFT) minimum 300 micron.

Internal lining: SANS 1217: Type 1(a) – Solvent borne epoxy (<600 mm dia); Type 1(b) – Solvent free chemically cured epoxy coating. (≥600 mm dia). Dry film thickness (DFT) minimum 400 micron.

- OPVC pipes must comply with SANS 1808-85. All pipes to be fitted with spigot and socket joints with locking rings. OPVC pipes must comply with a minimum pressure class of PN12,5 or as specified.

5.1.3 Valves and Taps

Item 15 - Brass valves (stopcock/gate): SANS 226 Class 1

Item 16 - Brass valves (ball valves): SANS 1056-3

Item 17 - Gate valves (Resilient seated valves): SANS 664

Item 18 - Taps (plastic): SANS 1021 Class 1

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g., JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

All valves must be able to be opened and closed under an unbalanced pressure equal to the specified maximum working pressure.

- Valves brass (ball) must comply with SANS 1056-3 and all brass components must be dezincification resistant (DZR). DZR in accordance with SANS 6509 and the maximum penetration shall not exceed 250 microns.
- Taps (Plastic) must comply with SANS 1021 Class 1 with nominal sizes of 15mm or 20mm as specified.
- Stopcocks/Gate valves (brass) and taps (brass) must comply with SANS 226 Class 1 and be dezincification resistant (DZR). DZR in accordance with SANS 6509 and the maximum penetration shall not exceed 250 microns.

Item 16 - Gate valves (Resilient seated valves)

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g.,

JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

Gate valves

All gate valves shall comply with the requirements of SABS 664 and shall carry the SABS mark. Gate valves shall completely clear the bore of the valve in the fully open position. The direction of closing shall be clearly marked on the bonnet of the valve. Valves shall be drip-tight from zero to maximum working pressure under test conditions.

Resilient Seal Valves

Resilient Seal valves ensure tight compression sealing without wear and shall be used as isolating valves. Valve bodies shall have unobstructed, pocket-free, bores i.e., no seating protrusions or gate well, with inclined seats and gate guides to eliminate deposits in the valve body. The spindle seal shall have at least two Nitrile Butadine rubber to DIN 3770 o-rings located in a corrosion-resistant housing and a wiper ring to prevent ingress of dirt. A back seal shall permit replacement of spindle seats under pressure, with the gate in the fully open position. The cast iron gate shall be fully covered with a Nitrile Butadine rubber sheath fully bonded to the gate by vulcanising. Valves shall be smooth bore and shall operate without the use of any wedging action, which may scuff or damage the rubberised gate.

Valves shall be coated with a fusion bonded epoxy coating of minimum thickness 200 microns.

5.1.4 Couplings: Metallic compression type couplings

Item 19 - Fixed / adjustable: SANS 1808-2

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g., JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

- Couplings must be fully assembled complete with sleeves, compression rings, rubber rings, bolts, nuts and washers. All bolts and nuts of nominal diameter 8 mm or greater to be hot dipped galvanised to SANS 121 with minimum average galvanised thickness in accordance with SANS 121. Electroplating or other coatings are not acceptable.

- Sleeves shall be of steel, without centre registers. Sleeve coating shall be fusion bonded epoxy applied to a minimum dry film thickness (DFT) of 250 micron. Rubber rings shall be wedge shaped and may be manufactured from natural or synthetic rubber or a combination of both, but no reclaimed rubber may be used.
- Couplings must withstand a minimum working pressure of 1600 kPa, or higher if specified.
- Victaulic Couplings designed for plain end HDPE pipes must be rigid, flexible, transition, shouldered couplings that should be suitable for range of HDPE material to up to 275 bar working pressure.

5.1.5 Mild steel (MS) screwed and weld-on flanges and bends

Item 20 - Flanges (MS screwed): SANS 1123

Item 21 - Flanges (MS weld-on): SANS1123

Item 22 - Bends and reducers (MS weld-on):

Bends: ASTM A234 WPB, long radius to ANSI B 16.9

Reducers: ASTM A234 WPB Concentric to ANSI B 16.9

Specification:

All items must comply with the applicable specification. Proof of compliance must be submitted.

Screwed flanges to comply with SANS 1123, flat face Table 16 unless otherwise specified, and be coated with fusion bonded epoxy applied to a minimum dry film thickness (DFT) of 250 micron, or hot dipped galvanised to SANS 121 with minimum average galvanised thickness of 70 micron, as specified.

Flanges (MS weld-on) must be uncoated and comply with SANS 1123, flat face, Table 16 unless otherwise specified.

Bends and reducers (MS weld-on) to be plain ended and uncoated, wall thickness as specified.

5.1.6 Above ground tamperproof right angle fire hydrant

Item 23 – Above ground tamperproof right angle fire hydrant: SANS 1128-1

Specification:

The hydrant shall comply with the applicable requirements of SANS 1128-1, with the following additional requirements:

- Hydrant must open to full bore.
- The hydrant valve shall be manufactured from cast iron.
- The hydrant bonnet and body shall be two separate units to ensure ease of serviceability.

- The valve body and instantaneous outlet to be cast as single unit.
- The valve shall have 80mm male BSP inlet thread.
- The 80mm male BSP thread shall be cast integrally with the body and shall be of cast iron.
- The outlet shall be a 65mm female instantaneous outlet complete with double lugs.
- The spindle to be manufactured from stainless steel, with a 16mm x 16mm square cut top.
- Working pressure minimum 1600kPa
- All internal working components to be serviceable and replaceable.
- Inlet seat to be serviceable and replaceable by municipality.

5.1.7 Bolts and nuts

Item 24 – Bolts and nuts (Mild steel / stainless steel): SANS 1700

Specification:

All items must comply with the applicable SANS specification. Proof of compliance must be submitted.

5.1.8 Gauge Pressure

Item 25 - Gauge Pressure

Specification:

40 mm Glycerine filled stainless steel cage with 1/4" BSP male bottom entry pressure gauge to comply with SANS 1062

-100 to +150 kPa

0 to 1000 kPa

0 to 1600 kPa

0 to 2500 kPa

All items must comply with the applicable SANS specification. Proof of compliance must be submitted.

5.1.9 Water Works Miscellaneous

Item 26

- **INSERTION RUBBER 1200 MM X 3.0 MM**
A fabric reinforced black natural rubber sheet. Recommended max pressure > 1600 kPa. Extensively used for flange gaskets, strips and mats. Sheets sizes 1200 mm wide x 3 mm thick.
- **COMPOUND LUBRO COPPER**
Anti-seize compound consisting of micro-sized particles of copper with highly effective oxidation and corrosion inhibitors.

- **COMPOUND PIPE JOINT 500G**
An easy-to-use semi liquid jointing paste for quick and efficient sealing of galvanised fittings and pipe as well as steam, chemical, LPG and oil pipeline connections.
 - Oil, water, and petrol proof
 - Anticorrosive
 - Suitable for hot or cold water
 - Temperature range 0 to 60°C
- **SEAL HYDRANT 65MM**
65 mm seal on inlet seat for above ground tamperproof right angle fire hydrant.
- **SEALER PLUMBER'S HEMP**
Chemical resistant plumber's hemp made up of natural hemp fibres, soft and free of impurities (200 grams per pack).
- **SEALER THREAD PTFE TAPE**
12 mm x 0,075 mm thick x10 m roll Thread sealing tape (also known as PTFE tape or plumber's tape) made of polytetrafluoroethylene (PTFE) film for use in sealing pipe threads.
- **TAPE GREASE 100 mm**
A non-hardening and non-cracking cold applied tape which remains plastic over a wide temperature range. It must be highly resistant to mineral acids, alkalis, salts, and micro-organisms and highly impermeable to water, water vapour and gases. Used for the protection of buried or exposed pipes, rods, cables, valves, and metal fittings from corrosion.
- **TAPE PVC ADHESIVE 100 MM x 33 M**
PVC Self Adhesive Tape must be a plasticised PVC sheeting coated one side with pressure sensitive adhesive. Used as an outer wrap for grease tapes, to improve resistance to damage.
- **WASHER HYDRANT 65MM**
65mm washer for outlet of instantaneous above ground tamperproof right angle fire hydrant.
- **WASHER METER WATER FIBRE**
15 mm Fibre washer = 23,7 mm OD x 15 mm ID x 1,6 mm thick
Red or Grey vulcanised fibre to BS6091

20 mm Fibre washer = 30 mm OD x 19,6 mm ID x 1,6 mm thick
Red or Grey vulcanised fibre to BS6091

25 mm Fibre washer = 38,5 mm OD x 25,3 mm ID x 1,6 mm thick
Red or Grey vulcanised fibre to BS6091

40 mm Fibre washer = 54,7 mm OD x 43,3 mm ID x 1,75 mm thick

Red or Grey vulcanised fibre to BS6091

- **HEAVY NYLON DUTY TUBE 3/8" BLACK**
3/8" Heavy duty black UV resistant Nylon tubing with 2.5 mm wall thickness.
100 Bar burst pressure at 20°C, 30 m roll.
- **PACKING SEAL**
10mm – 15 mm Packing, self-lubricating carbon yarn, dipped in Polytetrafluorethylene (PTFE) and finished with moly.
- **HYDRANT KEY**

Hydrant Valve 65 mm Tamperproof C/W Key



- **VALVE KEY**

910mm long cast iron valve key used for shutting off underground water mains. The one end should be slotted and can be used to open the drain covers.



5.1.10 Sewer Pipes

Item 27 – uPVC: SANS 791

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g., JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

uPVC pipes must comply with SANS 791 Class 34 Solid wall (heavy duty) 300Kpa pipe stiffness. Integral joint with rubber seal ring and plain ended.

5.1.11 Sewer Pipe Fittings

Item 28 – uPVC Fittings: SANS 791

Specification:

All items must comply with the appropriate specification(s) and must bear the applicable SABS Mark or equivalent accredited organisation, e.g., JASWIC (Joint Acceptance Scheme for Water Services Installation Components). An appropriate and valid SABS certificate or a copy of the current JASWIC acceptance list for water services components, for each item or range of items must be submitted as proof of compliance.

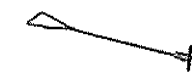
uPVC fittings must comply with SANS 791 Class 34 Solid wall (heavy duty) 300Kpa pipe stiffness. Integral joint with rubber seal ring and plain ended.

5.1.12 Sewer Equipment's

Item 29 - Sewer Equipment's

Specification:

All items must comply with the applicable specification(s) as described in item 28. In cases where the product does not have a SABS certification, it must be noted as such but proof of compliance in the form of a brochure or pamphlet.

Item 29: Sewer Equipment's		
	IMAGE	DESCRIPTION
29.1		Steel Rod & Couplings 8mm dia X 2m
29.2		Rod Assembly Spanner
29.3		Gulley Plunger X 100mm
29.4		Flexiback - Plain
29.5		Flexiback - Single Worm X 63mm
29.6		Flexiback - Single Worm X 88mm

29.7		Flexiback - Root Auger X 88mm
29.8		Flexiback - Spearhead
29.9		Steel Sewer Rod 6mm X 2m
29.10		Single Worm 6mm X 38mm
29.11		Single Worm 6mm X 63mm
29.12		Single Worm 6mm X 88mm
29.13		Double Worm 6mm X 63mm
29.14		Double Worm 6mm X 88mm
29.15		Flexiback – 6mm
29.16		Flexiworm 6mm X 63mm
29.17		Flexiworm 6mm X 88mm
29.18		Flexiback - Single Worm X 63mm
29.19		Flexiback - Single Worm X 88mm

29.20		Single Worm 8mm X 38mm
29.21		Single Worm 8mm X 63mm
29.22		Single Worm 8mm X 88mm
29.23		Single Worm 8mm X 139mm
29.24		Double Worm 8mm X 50mm
29.25		Double Worm 8mm X 63mm
29.26		Double Worm 8mm X 88mm
29.27		Double Worm 8mm X 139mm
29.28		Ring slogging spanner 32mm
29.29		Ring slogging spanner 34mm
29.30		Ring slogging spanner 36mm

5.1.13 Sewer Miscellaneous

Item 30

- CALCIUM HYPOCHLORITE GRANULAR 8KG

Specification:

The Calcium Hypochlorite Granular must be:

- i. dry, free flowing, low dusting consistent white granules without hard lumps or impurities,
- ii. 65% - 70% available chlorine
- iii. particle size of 0.5mm

The Calcium Hypochlorite Granular Material Safety Data Sheet (MSDS) should be provided.

- BIOREMEDIATION

Specification:

The bioremediation must comply to all of the following:

- i. contain natural ingredients (micro-organisms) found in nature.
- ii. be totally harmless to living animals, plants and humans.
- iii. have the ability to remediate human sewage contained on soil as well as in water (rivers).
- iv. have the ability to prevent all pathogens from multiplying.
- v. have odour mitigation properties.
- vi. be applied in-house by City staff.
- vii. be registered with Department of Agriculture.

The Bioremediation Material Safety Data Sheet (MSDS) should be provided.

6. STAGES OF EVALUATION

This bid will be evaluated in three evaluation stages namely:

- **Stage 1: Administrative compliance**
- **Stage 2: Mandatory Requirements**
- **Stage 3: Preference Points System**

6.1 STAGE 1: ADMINISTRATIVE COMPLIANCE

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

Failure to submit the above will lead to immediate disqualification.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)

a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • A copy of their Tax Clearance Certificate (TCS); - or • Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
e) Duly Signed and completed MBD forms (MBD 1, 4, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black

NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?
f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment. If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections

		on the price schedule without attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.
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6.2 STAGE 2: MANDATORY REQUIREMENTS

- **Items 1 – 25, 27, 28 & 29:**

The bidders shall provide, **the SABS Certificate or JASWIC listing evidence stating the full description**. Type of mark and manufacturer on each item offered in the fields provided for in the pricing schedule, **failing which will result in disqualification of the item for which the sub-items information was not completed in full.**

Example (for repair clamp):

Full description: Stainless steel repair clamp

Type of mark: SABS Mark or JASWIC listing

Manufacturer: ABC company

The tender bid for each item must be accompanied by proof of compliance to specifications as stipulated in point **5.1 Material Specification**

- **Items 26, 29 & 30:**

The tender bid for each item must be accompanied by proof of compliance to specifications as stipulated in point **5.1 Material Specification**.

and must be included in a brochure / pamphlet, where no SABS certification is required.

Failure to fully comply to the requirements in this paragraph will result in immediate disqualification of the tender.

6.3 STAGE 3: PREFERENCE POINTS SYSTEM

The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022. The system comprises of the following elements:

- (i) 80 points for price
- (ii) 20 points for specific goals

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

• GENERAL

Award:

- Bidders must tender for all items and sub-items, failure to comply with this requirement will result in disqualification.
- The City reserves the right to appoint a maximum of (3) bidders per item.
- All tenderers will be given an equal opportunity to supply and deliver goods, if one supplier fails to deliver any item, the next in line

appointed supplier who qualifies will be given an opportunity to supply. The city will ensure balance in terms of monetary allocation of purchase orders per quarter.

- d) The City reserves the right to negotiate market related price.
- e) For evaluation purposes of Items 1 – 25, 27, 28 & 29, the following criteria will be accepted.
 - i. **SABS certification or mark** indicating the product conforms to the performance and the quality assurance tests – items should bear certification mark issued by SABS to certify compliance, or a provisional specification issued by SABS, provided that no certification marks are issued for a period exceeding two years; or
 - ii. **JASWIC listing** -the item has been issued with a JASWIC acceptance certificate.
- f) For evaluation purposes of Items 26, 29 & 30 where no SABS certification or JASWIC listing is required, proof of compliance with the applicable specification must be provided. The proof of compliance can be a technical brochure indicating that the product had been tested or manufactured to a certain standard.
- g) After the tender has been awarded, should the product not comply with the required standards within the specification as stipulated on the SABS certificate or JASWIC listing, the supplier will be given 24hours to rectify the error, failure to which the city reserves the right to return the products and cancel the order.

- **TYPE OF AGREEMENT REQUIRED**

There will be a Service Level Agreement or Memorandum of Understanding/Agreement to be completed after the appointment.

- **VALIDITY PERIOD**

The validity period for the tender after closure is 90 days. CoT shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalised while the quotations/bids are still valid.

- **MATERIAL NUMBER**

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

11. PRICING SCHEDULE

Labour and equipment must be supplied for the off-loading of the materials at any designated Municipal equipment's store within the City of Tshwane municipal boundary. In a case where material number is not recorded, it will be provided in future.

Item 1: Polyethylene (PE) Fittings						
Sub-Item	Material Number	Material Description	Estimated Quantity	Unit of Measure	Price per unit (Excl. VAT)	Total Amount (Excluding Vat)
1.1	100000003522	ADAPTOR PE FEMALE COMPRESSION 25MM X 20MM	1000	EACH	R	
1.2	100000003523	ADAPTOR PE FEMALE COMPRESSION 25MM X 25MM	1000	EACH	R	
1.3	100000003524	ADAPTOR PE FEMALE COMPRESSION 32MM X 25MM	1000	EACH	R	
1.4		ADAPTOR PE FEMALE COMPRESSION 32MM X 32MM	1000	EACH	R	
1.5		ADAPTOR PE FEMALE COMPRESSION 40MM X 32MM	1000	EACH	R	
1.6	100000003525	ADAPTOR PE FEMALE	1000	EACH	R	

		COMPRESSION 40MM X 40MM				
1.7	100000003526	ADAPTOR PE FEMALE COMPRESSION 50MM X 40MM	1000	EACH	R	
1.8	100000003527	ADAPTOR PE FEMALE COMPRESSION 50MM X 50MM	1000	EACH	R	
1.9	100000003528	ADAPTOR PE FEMALE COMPRESSION 63MM X 50 MM	1000	EACH	R	
1.10		ADAPTOR PE FEMALE COMPRESSION 63MM X 63MM	1000	EACH	R	
1.11	100000003529	ADAPTOR PE FEMALE COMPRESSION 75MM X 50MM	1000	EACH	R	
1.12		ADAPTOR PE FEMALE COMPRESSION 75MM X 75MM	1000	EACH	R	
1.13	100000003530	ADAPTOR PE FEMALE COMPRESSION 90MM X 75MM	1000	EACH	R	
1.14		ADAPTOR PE FEMALE	1000	EACH	R	

		COMPRESSION 90MM X 90MM				
1.15	100000003531	ADAPTOR PE MALE COMPRESSION 20MM X 20MM	1000	EACH	R	
1.16	100000003532	ADAPTOR PE MALE COMPRESSION 25MM X 20MM	1000	EACH	R	
1.17	100000003533	ADAPTOR PE MALE COMPRESSION 25MM X 25MM	1000	EACH	R	
1.18	100000003534	ADAPTOR PE MALE COMPRESSION 32MM X 25MM	1000	EACH	R	
1.19	100000003535	ADAPTOR PE MALE COMPRESSION 32MM X 32MM	1000	EACH	R	
1.20		ADAPTOR PE MALE COMPRESSION 40MM X 32MM	1000	EACH	R	
1.21	100000003536	ADAPTOR PE MALE COMPRESSION 40MM X 40MM	1000	EACH	R	
1.22	100000003537	ADAPTOR PE MALE COMPRESSION 40MM X 50MM	1000	EACH	R	
1.23	100000003538	ADAPTOR PE MALE COMPRESSION 50MM X 40MM	1000	EACH	R	
1.24	100000003539	ADAPTOR PE MALE COMPRESSION 50MM X 50MM	1000	EACH	R	

1.25	100000003540	ADAPTOR PE MALE COMPRESSION 63MM X 50MM	1000	EACH	R	
1.26	100000003541	ADAPTOR PE MALE COMPRESSION 75MM X 75MM	1000	EACH	R	
1.27	100000003542	ADAPTOR PE MALE COMPRESSION 90MM X 75MM	1000	EACH	R	
1.28		COUPLING PE COMPRESSION 15MM X 15MM	1000	EACH	R	
1.29	100000003694	COUPLING PE COMPRESSION 20MM X 20MM	1000	EACH	R	
1.30	100000003695	COUPLING PE COMPRESSION 25MM X 25MM	1000	EACH	R	
1.31	100000003696	COUPLING PE COMPRESSION 32MM X 32MM	1000	EACH	R	
1.32	100000003697	COUPLING PE COMPRESSION 40MM X 40MM	1000	EACH	R	
1.33	100000003698	COUPLING PE COMPRESSION 50MM X 50MM	1000	EACH	R	
1.34	100000003699	COUPLING PE COMPRESSION 63MM X 63MM	1000	EACH	R	
1.35	100000003700	COUPLING PE COMPRESSION	1000	EACH	R	

		75MM X 75MM				
1.36	100000003701	COUPLING PE COMPRESSION 90MM X 90MM	1000	EACH	R	
1.37		COUPLING PE REDUCE COMPRESSION 25MM - 20MM	1000	EACH	R	
1.38	100000003702	COUPLING PE REDUCE COMPRESSION 32MM - 25MM	1000	EACH	R	
1.39	100000003703	COUPLING PE REDUCE COMPRESSION 40MM - 25MM	1000	EACH	R	
1.40	100000003704	COUPLING PE REDUCE COMPRESSION 50MM - 25MM	1000	EACH	R	
1.41	100000003705	COUPLING PE REDUCE COMPRESSION 50MM - 32MM	1000	EACH	R	
1.42		COUPLING PE REDUCE COMPRESSION 50MM - 40MM	1000	EACH	R	
1.43	100000003706	COUPLING PE REDUCE COMPRESSION 63MM - 25MM	1000	EACH	R	

1.44	100000003707	COUPLING PE REDUCE COMPRESSION 63MM - 40MM	1000	EACH	R	
1.45	100000003811	ELBOW PE FEMALE COMPRESSION 25MM X 20MM	1000	EACH	R	
1.46	100000003812	ELBOW PE FEMALE COMPRESSION 25MM X 25MM	1000	EACH	R	
1.47	100000003813	ELBOW PE FEMALE COMPRESSION 32MM X 25MM	1000	EACH	R	
1.48		ELBOW PE FEMALE COMPRESSION 32MM X 32MM	1000	EACH	R	
1.49	100000003814	ELBOW PE FEMALE COMPRESSION 40MM X 32MM	1000	EACH	R	
1.50	100000003815	ELBOW PE FEMALE COMPRESSION 40MM X 40MM	1000	EACH	R	
1.51	100000003816	ELBOW PE FEMALE COMPRESSION 50MM X 40MM	1000	EACH	R	
1.52	100000003817	ELBOW PE FEMALE COMPRESSION 63MM X 50MM	1000	EACH	R	
1.53	100000003818	ELBOW PE FEMALE COMPRESSION 75MM X 50MM	1000	EACH	R	
1.54	100000003819	ELBOW PE FEMALE	1000	EACH	R	

		COMPRESSION 75MM X 75MM				
1.55	100000003820	ELBOW PE MALE COMPRESSION 20MM X 20MM	1000	EACH	R	
1.56	100000003821	ELBOW PE MALE COMPRESSION 25MM X 20MM	1000	EACH	R	
1.57	100000003822	ELBOW PE MALE COMPRESSION 32MM X 25MM	1000	EACH	R	
1.58		ELBOW PE MALE COMPRESSION 40MM X 32MM	1000	EACH	R	
1.59	100000003823	ELBOW PE MALE COMPRESSION 40MM X 40MM	1000	EACH	R	
1.60	100000003824	ELBOW PE MALE COMPRESSION 50MM X 40MM	1000	EACH	R	
1.61	100000003825	ELBOW PE MALE COMPRESSION 63MM X 50MM	1000	EACH	R	
1.62	100000003826	ELBOW PE MALE COMPRESSION 75MM X 75MM	1000	EACH	R	
1.63	100000003827	ELBOW PE MALE COMPRESSION 90MM X 75MM	1000	EACH	R	
1.64		ELBOW PE COMPRESSION 15MM X 15MM	1000	EACH	R	

1.65		ELBOW PE COMPRESSION 20MM X 20MM	1000	EACH	R	
1.66	100000003828	ELBOW PE COMPRESSION 25MM X 25MM	1000	EACH	R	
1.67	100000003829	ELBOW PE COMPRESSION 32MM X 32MM	1000	EACH	R	
1.68	100000003830	ELBOW PE COMPRESSION 40MM X 40MM	1000	EACH	R	
1.69	100000003831	ELBOW PE COMPRESSION 50MM X 50MM	1000	EACH	R	
1.70	100000003832	ELBOW PE COMPRESSION 63MM X 63MM	1000	EACH	R	
1.71	100000003833	ELBOW PE COMPRESSION 75MM X 75MM	1000	EACH	R	
1.72	100000003834	ELBOW PE COMPRESSION 90MM X 90MM	1000	EACH	R	
1.73		TEE PE FEMALE COMPRESSION 25MM X 25MM	1000	EACH	R	
1.74		TEE PE FEMALE COMPRESSION 32MM X 32MM	1000	EACH	R	
1.75	100000004090	TEE PE FEMALE COMPRESSION	1000	EACH	R	

		40MM X 40MM				
1.76		TEE PE FEMALE COMPRESSION 50MM X 40MM	1000	EACH	R	
1.77	100000004091	TEE PE FEMALE COMPRESSION 50MM X 50MM	1000	EACH	R	
1.78	100000004092	TEE PE FEMALE COMPRESSION 63MM X 50MM	1000	EACH	R	
1.79		TEE PE FEMALE COMPRESSION 63MM X 63MM	1000	EACH	R	
1.80	100000004093	TEE PE FEMALE COMPRESSION 75MM X 50MM	1000	EACH	R	
1.81	100000004094	TEE PE FEMALE COMPRESSION 75MM X 75MM	1000	EACH	R	
1.82	100000004095	TEE PE FEMALE COMPRESSION 90MM X 75MM	1000	EACH	R	
1.83	100000004096	TEE PE COMPRESSION 25MM X 25MM X 25MM	1000	EACH	R	
1.84	100000004097	TEE PE COMPRESSION 32MM X 32MM X 32MM	1000	EACH	R	
1.85	100000004098	TEE PE COMPRESSION	1000	EACH	R	

		40MM X 40MM X 40MM				
1.86	100000004099	TEE PE COMPRESSION 50MM X 50MM X 50MM	1000	EACH	R	
1.87	100000004100	TEE PE COMPRESSION 63MM X 63MM X 63MM	1000	EACH	R	
1.88	100000004101	TEE PE COMPRESSION 75MM X 75MM X 75MM	1000	EACH	R	
Total for item 1 (Excl. VAT)					R	
Item 2: Copper Alloy Compression Fittings						
2.1		BEND UPVC 11.25DEG 75MM	1000	EACH	R	
2.2		BEND UPVC 11.25DEG 90MM	1000	EACH	R	
2.3	100000003575	BEND UPVC 11.25DEG 110MM	1000	EACH	R	
2.4	100000003576	BEND UPVC 11.25DEG 160MM	1000	EACH	R	
2.5		BEND UPVC 11.25DEG 200MM	1000	EACH	R	
2.6		BEND UPVC 11.25DEG 250MM	1000	EACH	R	
2.7		BEND UPVC	1000	EACH	R	

		11.25DEG 315MM				
2.8		BEND UPVC 11.25DEG 355MM	1000	EACH	R	
2.9		BEND UPVC 22.50DEG 75MM	1000	EACH	R	
2.10		BEND UPVC 22.50DEG 90MM	1000	EACH	R	
2.11	100000003577	BEND UPVC 22.50DEG 110MM	1000	EACH	R	
2.12	100000003578	BEND UPVC 22.50DEG 160MM	1000	EACH	R	
2.13		BEND UPVC 22.50DEG 200MM	1000	EACH	R	
2.14		BEND UPVC 22.50DEG 250MM	1000	EACH	R	
2.15		BEND UPVC 22.50DEG 315MM	1000	EACH	R	
2.16		BEND UPVC 22.50DEG 355MM	100	EACH	R	
2.17		BEND UPVC 45.00DEG 75MM	100	EACH	R	
2.18		BEND UPVC 45.00DEG 90MM	100	EACH	R	
2.19	100000003579	BEND UPVC 45.00DEG 110MM	100	EACH	R	
2.20	100000003580	BEND UPVC 45.00DEG 160MM	100	EACH	R	
2.21		BEND UPVC 45.00DEG 200MM	100	EACH	R	
2.22		BEND UPVC	100	EACH	R	

		45.00DEG 250MM				
2.23		BEND UPVC 45.00DEG 315MM	100	EACH	R	
2.24		BEND UPVC 45.00DEG 355MM	100	EACH	R	
2.25		BEND UPVC 90.00DEG 75MM	100	EACH	R	
2.26		BEND UPVC 90.00DEG 90MM	100	EACH	R	
2.27	100000003581	BEND UPVC 90.00DEG 110MM	100	EACH	R	
2.28	100000003582	BEND UPVC 90.00DEG 160MM	100	EACH	R	
2.29		BEND UPVC 90.00DEG 200MM	100	EACH	R	
2.30		BEND UPVC 90.00DEG 250MM	100	EACH	R	
2.31		BEND UPVC 90.00DEG 315MM	100	EACH	R	
2.32		BEND UPVC 90.00DEG 355MM	100	EACH	R	
Total for item 2 (Excl. VAT)					R	
Item 3: Copper Alloy Compression Fittings						
3.1	100000003679	CONNECTOR MALE BRASS 3/8" X 1/2"	1000	EACH	R	
3.2	100000003680	CONNECTOR MALE	1000	EACH	R	

		BRASS 3/8" X 1/4"				
3.3	100000003681	CONNECTOR MALE BRASS 3/8" X 1/8"	1000	EACH	R	
3.4	100000003682	CONNECTOR MALE BRASS 3/8" X 3/8"	1000	EACH	R	
3.5		CONNECTOR MALE BRASS 1/2" X 1/2"	1000	EACH	R	
3.6	100000003795	ELBOW BRASS FF 3/8	1000	EACH	R	
3.7	100000003796	ELBOW BRASS STREET 3/8"	1000	EACH	R	
3.8	100000003797	ELBOW BRASS UNION 3/8"	1000	EACH	R	
3.9		ELBOW BRASS UNION 1/2"	1000	EACH	R	
3.10	100000003835	ELBOW MALE BRASS 3/8" X 1/2"	1000	EACH	R	
3.11	100000003836	ELBOW MALE BRASS 3/8" X 1/4"	1000	EACH	R	
3.12	100000003837	ELBOW MALE BRASS 3/8" X 1/8"	1000	EACH	R	
3.13	100000003838	ELBOW MALE BRASS 3/8" X 3/8"	1000	EACH	R	
3.14		ELBOW MALE BRASS 1/2" X 1/2"	1000	EACH	R	
3.15	100000003840	FERRULE BRASS 3/8"	1000	EACH	R	
3.16	100000003878	INSERT BRASS 3/8"	1000	EACH	R	
3.17	100000003925	NIPPLE BRASS 3/8"	1000	EACH	R	
3.18	100000003927	NUT BRASS 3/8"	2000	EACH	R	

3.19	100000004072	STRAINER -Y- BRASS 3/8"	1000	EACH	R	
3.20	100000004105	TEE PIECE EQUAL BRASS FEMALE 3/8" X 3/8"	1000	EACH	R	
3.21	100000004106	TEE PIECE EQUAL BRASS MALE 3/8" X 3/8"	1000	EACH	R	
Total for item 3 (Excl. VAT)					R	
Item 4: Malleable Threaded Fittings						
4.1	100000001547	LONGSCREW GALVANISE 15MM	1500	EACH	R	
4.2	100000001548	LONGSCREW GALVANISE 20MM	1500	EACH	R	
4.3	100000001549	LONGSCREW GALVANISE 25MM	1500	EACH	R	
4.4		BEND GALV M/F 45DEG 32MM	500	EACH	R	
4.5		BEND GALV M/F 45DEG 40MM	500	EACH	R	
4.6	100000003553	BEND GALV M/F 45DEG 50MM	500	EACH	R	
4.7	100000003554	BEND GALV M/F 45DEG 80MM	500	EACH	R	
4.8	100000003555	BEND GALV M/F 45DEG 100MM	500	EACH	R	
4.9		BEND GALV M/F 45DEG 150MM	500	EACH	R	
4.10	100000003558	BEND GALV M/F 90DEG 15MM	500	EACH	R	
4.11	100000003559	BEND GALV M/F 90DEG 20MM	500	EACH	R	

4.12	100000003560	BEND GALV M/F 90DEG 25MM	500	EACH	R	
4.13		BEND GALV M/F 90DEG 32MM	500	EACH	R	
4.14	100000003562	BEND GALV M/F 90DEG 40MM	500	EACH	R	
4.15	100000003563	BEND GALV M/F 90DEG 50MM	500	EACH	R	
4.16	100000003565	BEND GALV M/F 90DEG 80MM	500	EACH	R	
4.17	100000003566	BEND GALV M/F 90DEG 100MM	500	EACH	R	
4.18		BEND GALV M/F 90DEG 150MM	500	EACH	R	
4.19	100000003601	BUSH REDUCE GALV 20MM - 15MM	1000	EACH	R	
4.20	100000003603	BUSH REDUCE GALV 25MM - 15MM	1000	EACH	R	
4.21	100000003604	BUSH REDUCE GALV 25MM - 20MM	1000	EACH	R	
4.22	100000003605	BUSH REDUCE GALV 32MM - 20MM	1000	EACH	R	
4.23	100000003606	BUSH REDUCE GALV 32MM - 25MM	1000	EACH	R	
4.24	100000003609	BUSH REDUCE GALV 40MM - 15MM	1000	EACH	R	
4.25	100000003610	BUSH REDUCE GALV 40MM - 20MM	1000	EACH	R	
4.26	100000003611	BUSH REDUCE GALV 40MM - 25MM	1000	EACH	R	
4.27	100000003612	BUSH REDUCE GALV 40MM - 32MM	1000	EACH	R	
4.28	100000003614	BUSH REDUCE GALV 50MM - 15MM	1000	EACH	R	
4.29	100000003615	BUSH REDUCE GALV 50MM - 20MM	1000	EACH	R	

4.30	100000003616	BUSH REDUCE GALV 50MM - 25MM	1000	EACH	R	
4.31	100000003617	BUSH REDUCE GALV 50MM - 32MM	1000	EACH	R	
4.32	100000003618	BUSH REDUCE GALV 50MM - 40MM	1000	EACH	R	
4.33	100000003622	BUSH REDUCE GALV 80MM - 25MM	1000	EACH	R	
4.34	100000003623	BUSH REDUCE GALV 80MM - 40MM	1000	EACH	R	
4.35	100000003627	BUSH REDUCE GALV 80MM - 50MM	1000	EACH	R	
4.36	100000003628	BUSH REDUCE GALV 80MM - 65MM	1000	EACH	R	
4.37	100000003629	BUSH REDUCE GALV 100MM - 50MM	1000	EACH	R	
4.38	100000003630	BUSH REDUCE GALV 100MM - 80MM	1000	EACH	R	
4.39	100000003632	BUSH REDUCE GALV 150MM - 50MM	1000	EACH	R	
4.40	100000003633	BUSH REDUCE GALV 150MM - 80MM	500	EACH	R	
4.41	100000003634	BUSH REDUCE GALV 150MM 100MM	500	EACH	R	
4.42	100000003799	ELBOW GALV FEMALE 15MM	1000	EACH	R	
4.43	100000003800	ELBOW GALV 20MM	1000	EACH	R	
4.44	100000003801	ELBOW GALV 25MM	1000	EACH	R	
4.45	100000003802	ELBOW GALV 32MM	1000	EACH	R	
4.46	100000003803	ELBOW GALV 40MM	1000	EACH	R	
4.47	100000003804	ELBOW GALV 50MM	1000	EACH	R	

4.48	100000003806	ELBOW GALV 80MM	600	EACH	R	
4.49	100000003807	ELBOW GALV REDUCE 20MM - 15MM	1000	EACH	R	
4.50	100000003808	ELBOW GALV REDUCE 25MM - 20MM	1000	EACH	R	
4.51	100000003809	ELBOW GALV 100MM	500	EACH	R	
4.52	100000003810	ELBOW GALV 150MM	500	EACH	R	
4.53	100000003895	LONGSCREW GALV 40MM	500	EACH	R	
4.54		LONGSCREW GALV 50MM	500	EACH	R	
4.55	100000003896	LONGSCREW GALV 80MM	500	EACH	R	
4.56	100000003914	NIPPLE BARREL GALV 15MM	1000	EACH	R	
4.57	100000003915	NIPPLE BARREL GALV 20MM	1000	EACH	R	
4.58	100000003916	NIPPLE BARREL GALV 25MM	1000	EACH	R	
4.59	100000003917	NIPPLE BARREL GALV 32MM	1000	EACH	R	
4.60	100000003918	NIPPLE BARREL GALV 40MM	1000	EACH	R	
4.61	100000003919	NIPPLE BARREL GALV 50MM	1000	EACH	R	
4.62	100000003920	NIPPLE BARREL GALV 65MM	500	EACH	R	
4.63	100000003921	NIPPLE BARREL GALV 80MM	500	EACH	R	
4.64	100000003922	NIPPLE BARREL GALV 100MM	500	EACH	R	
4.65	100000003924	NIPPLE BARREL GALV 150MM	500	EACH	R	
4.66	100000003974	PLUG GALV 15MM	1000	EACH	R	
4.67	100000003975	PLUG GALV 20MM	1000	EACH	R	
4.68	100000003976	PLUG GALV 25MM	1000	EACH	R	
4.69	100000003977	PLUG GALV 32MM	1000	EACH	R	

4.70	100000003978	PLUG GALV 40MM	600	EACH	R	
4.71	100000003979	PLUG GALV 50MM	600	EACH	R	
4.72	100000003980	PLUG GALV 80MM	600	EACH	R	
4.73	100000003981	PLUG GALV 100MM	600	EACH	R	
4.74	100000003983	PLUG GALV 150MM	500	EACH	R	
4.75	100000004036	SOCKET GALV SMOOTH 15MM	1000	EACH	R	
4.76	100000004037	SOCKET GALV SMOOTH 20MM	1000	EACH	R	
4.77	100000004038	SOCKET GALV SMOOTH 25MM	1000	EACH	R	
4.78	100000004039	SOCKET GALV SMOOTH 32MM	1000	EACH	R	
4.79	100000004040	SOCKET GALV SMOOTH 40MM	1000	EACH	R	
4.80	100000004041	SOCKET GALV SMOOTH 50MM	400	EACH	R	
4.81	100000004043	SOCKET GALV SMOOTH 80MM	500	EACH	R	
4.82	100000004044	SOCKET GALV SMOOTH 100MM	200	EACH	R	
4.83	100000004046	SOCKET GALV SMOOTH 150MM	100	EACH	R	
4.84	100000004049	SOCKET REDUCE GALV 20MM - 15MM	1000	EACH	R	
4.85		SOCKET REDUCE GALV 25MM - 15MM	1000	EACH	R	
4.86	100000004050	SOCKET REDUCE GALV 25MM - 20MM	1000	EACH	R	
4.87		SOCKET REDUCE GALV 32MM - 25MM	1000	EACH	R	
4.88		SOCKET REDUCE GALV 40MM - 20MM	500	EACH	R	
4.89		SOCKET REDUCE GALV 40MM - 25MM	500	EACH	R	
4.90	100000004052	SOCKET REDUCE GALV 50MM - 40MM	500	EACH	R	
4.91	100000004054	SOCKET REDUCE GALV 80MM - 40MM	300	EACH	R	
4.92	100000004055	SOCKET REDUCE GALV 80MM - 50MM	300	EACH	R	

4.93	100000004057	SOCKET REDUCE GALV 100MM - 80MM	500	EACH	R	
4.94	100000004052	SOCKET REDUCE GALV 50MM - 25MM	400	EACH	R	
4.95	100000004080	TEE GALV 15MM	1000	EACH	R	
4.96	100000004081	TEE GALV 20MM	1000	EACH	R	
4.97	100000004082	TEE GALV 25MM	1000	EACH	R	
4.98	100000004084	TEE GALV 40MM	1000	EACH	R	
4.99	100000004085	TEE GALV 50MM	1000	EACH	R	
4.100	100000004087	TEE GALV 80MM	200	EACH	R	
4.101	100000004088	TEE GALV 100MM	200	EACH	R	
4.102	100000004089	TEE GALV 150MM	200	EACH	R	
4.103		TEE REDUCE GALV 20MM - 15MM	1000	EACH	R	
4.104		TEE REDUCE GALV 25MM - 15MM	1000	EACH	R	
4.105		TEE REDUCE GALV 25MM - 20MM	1000	EACH	R	
4.106		TEE REDUCE GALV 40MM - 20MM	1000	EACH	R	
4.107	100000004109	TEE REDUCE GALV 40MM - 25MM	1000	EACH	R	
4.108	100000004110	TEE REDUCE GALV 50MM - 20MM	1000	EACH	R	
4.109		TEE REDUCE GALV 50MM - 25MM	1000	EACH	R	
4.110		TEE REDUCE GALV 50MM - 40MM	1000	EACH	R	
4.111		TEE REDUCE GALV 80MM - 50MM	1000	EACH	R	
Total for item 4 (Excl. VAT)					R	
Item 5: Pipe Saddle Fittings						

5.1		SADDLE PE 110mm x 40mm	500	EACH	R	
5.2		SADDLE S/STEEL 50MM BSP 40MM AC PIPE	500	EACH	R	
5.3		SADDLE S/STEEL 75MM BSP 40MM AC PIPE	200	EACH	R	
5.4		SADDLE S/STEEL 100MM BSP 40MM AC PIPE	300	EACH	R	
5.5		SADDLE S/STEEL 110MM BSP 40MM UPVC PIPE	500	EACH	R	
5.6		SADDLE S/STEEL 150MM BSP 40MM AC PIPE	300	EACH	R	
5.7		SADDLE S/STEEL 160MM BSP 40MM UPVC PIPE	300	EACH	R	
5.8		SADDLE S/STEEL 200MM BSP 40MM UPVC PIPE	300	EACH	R	
5.9		SADDLE S/STEEL 300MM BSP 40MM AC PIPE	100	EACH	R	
5.10		SADDLE S/STEEL 315MM BSP 40MM AC PIPE	100	EACH	R	
Total for item 5 (Excl. VAT)					R	

Item 6: Repair clamps						
6.1	100000003642	CLAMP PIPE REPAIR FULL 15MM	1000	EACH	R	
6.2	100000003643	CLAMP PIPE REPAIR FULL 20MM	1000	EACH	R	
6.3	100000003644	CLAMP PIPE REPAIR FULL 25MM	1000	EACH	R	
6.4	100000003645	CLAMP PIPE REPAIR FULL 32MM	1000	EACH	R	
6.5	100000003646	CLAMP PIPE REPAIR FULL 40MM	1000	EACH	R	
6.6	100000003647	CLAMP PIPE REPAIR FULL 50MM AC D COD	1000	EACH	R	
6.7	100000003648	CLAMP PIPE REPAIR FULL 50MM STEEL	500	EACH	R	
6.8	100000003649	CLAMP PIPE REPAIR FULL 63MM PE	500	EACH	R	
6.9	100000003650	CLAMP PIPE REPAIR FULL 75MM AC D COD	500	EACH	R	
6.10	100000003651	CLAMP PIPE REPAIR FULL 75MM STEEL	500	EACH	R	
6.11	100000003652	CLAMP PIPE REPAIR FULL 75MM UPVC	500	EACH	R	
6.12	100000003653	CLAMP PIPE REPAIR FULL 90MM UPVC	500	EACH	R	
6.13	100000003654	CLAMP PIPE REPAIR FULL 100MM AC D COD	500	EACH	R	
6.14	100000003655	CLAMP PIPE REPAIR FULL 100MM STEEL	500	EACH	R	
6.15	100000003656	CLAMP PIPE REPAIR FULL 110MM UPVC	500	EACH	R	
6.16	100000003657	CLAMP PIPE REPAIR FULL 125MM AC D	500	EACH	R	

		COD				
6.17	100000003658	CLAMP PIPE REPAIR FULL 125MM STEEL	500	EACH	R	
6.18	100000003659	CLAMP PIPE REPAIR FULL 150MM AC D COD	300	EACH	R	
6.19	100000003660	CLAMP PIPE REPAIR FULL 150MM STEEL	300	EACH	R	
6.20	100000003661	CLAMP PIPE REPAIR FULL 160MM UPVC	300	EACH	R	
6.21	100000003662	CLAMP PIPE REPAIR FULL 200MM AC D COD	200	EACH	R	
6.22	100000003663	CLAMP PIPE REPAIR FULL 200MM STEEL	200	EACH	R	
6.23	100000003664	CLAMP PIPE REPAIR FULL 200MM UPVC	200	EACH	R	
6.24	100000003665	CLAMP PIPE REPAIR FULL 225MM AC D COD	150	EACH	R	
6.25	100000003666	CLAMP PIPE REPAIR FULL 250MM AC D COD	100	EACH	R	
6.26	100000003667	CLAMP PIPE REPAIR FULL 250MM STEEL	150	EACH	R	
6.27	100000003668	CLAMP PIPE REPAIR FULL 250MM UPVC	150	EACH	R	
6.28	100000003669	CLAMP PIPE REPAIR FULL 300MM AC D COD	150	EACH	R	
6.29	100000003670	CLAMP PIPE REPAIR FULL 300MM STEEL	100	EACH	R	
6.30	100000003671	CLAMP PIPE REPAIR FULL 315MM UPVC	100	EACH	R	
6.31	100000003672	CLAMP PIPE REPAIR FULL 400MM STEEL	100	EACH	R	
6.32	100000003673	CLAMP PIPE REPAIR	100	EACH	R	

		FULL 436MM AC D COD				
6.33	100000023147	REPAIR CLAMP FULL 6IN AC X 100MM TAKE OFF	50	EACH	R	
6.34	100000023148	REPAIR CLAMP FULL 6IN STEEL X 100MM TAKE OFF	50	EACH	R	
6.35	100000023149	REPAIR CLAMP FULL 8IN AC X 100MM TAKE OFF CLASS 24	50	EACH	R	
6.36	100000023150	REPAIR CLAMP FULL 8IN AC X 100MM TAKE OFF	50	EACH	R	
6.37	100000023151	REPAIR CLAMP FULL 8IN STEEL X 100MM TAKE OFF	50	EACH	R	
6.38	100000023152	REPAIR CLAMP FULL 10IN AC X 100MM TAKE OFF CLASS 24	50	EACH	R	
6.39	100000023153	REPAIR CLAMP FULL 10IN STEEL X 100MM TAKE OFF	50	EACH	R	
6.40	100000023154	REPAIR CLAMP FULL 10IN AC X 100MM TAKE OFF	50	EACH	R	
6.41	100000023155	REPAIR CLAMP FULL 225 AC X 100MM TAKE OFF	50	EACH	R	
6.42	100000023156	REPAIR CLAMP FULL 300 AC X 100MM TAKE OFF	50	EACH	R	
6.43	100000023157	REPAIR CLAMP FULL 12IN AC X	50	EACH	R	

		100MM TAKE OFF CLASS 18				
6.44	100000023158	REPAIR CLAMP FULL 12IN STEEL X 100MM TAKE OFF	50	EACH	R	
6.45	100000023159	REPAIR CLAMP FULL 160 UPVC X 100MM TAKE OFF	50	EACH	R	
6.46	100000023160	REPAIR CLAMP FULL 200 UPVC X 100MM TAKE OFF	50	EACH	R	
6.47	100000023161	REPAIR CLAMP FULL 250 UPVC X 100MM TAKE OFF	50	EACH	R	
6.48	100000023162	REPAIR CLAMP FULL 315 UPVC X 100MM TAKE OFF	50	EACH	R	
Total for item 6 (Excl. VAT)					R	
Item 7: Ductile Iron Fittings						
7.1	100000003516	ADAPTOR FLANGED CI 75MM CL16	50	EACH	R	
7.2	100000003517	ADAPTOR FLANGED CI 90MM CL16	50	EACH	R	
7.3	100000003518	ADAPTOR FLANGED CI 200MM CL16	50	EACH	R	
7.4	100000003519	ADAPTOR FLANGED CI 250MM CL16	50	EACH	R	

7.5	100000003520	ADAPTOR FLANGED CI 110MM CL16	50	EACH	R	
7.6	100000003521	ADAPTOR FLANGED CI 160MM CL16	50	EACH	R	
7.7		CAP END CI 75MM	50	EACH	R	
7.8	100000003635	CAP END CI 110MM	50	EACH	R	
7.9	100000003636	CAP END CI 160MM	30	EACH	R	
7.10		CAP END CI 200MM	30	EACH	R	
7.11	100000003987	SADDLE CI 50MM BSP 25MM AC PIPE	100	EACH	R	
7.12	100000003988	SADDLE CI 50MM BSP 40MM AC PIPE	100	EACH	R	
7.13	100000003990	SADDLE CI 75MM BSP 20MM AC PIPE	50	EACH	R	
7.14	100000003991	SADDLE CI 75MM BSP 25MM AC PIPE	50	EACH	R	
7.15	100000003992	SADDLE CI 75MM BSP 40MM AC PIPE	50	EACH	R	
7.16	100000003994	SADDLE CI 100MM BSP 20MM AC PIPE	50	EACH	R	
7.17	100000003995	SADDLE CI 100MM BSP 25MM AC PIPE	100	EACH	R	
7.18	100000003996	SADDLE CI 100MM BSP 40MM AC PIPE	100	EACH	R	
7.19	100000003997	SADDLE CI 110MM BSP 25MM UPVC PIPE	100	EACH	R	
7.20	100000003998	SADDLE CI 110MM BSP 40MM UPVC	100	EACH	R	

		PIPE				
7.21	100000004000	SADDLE CI 150MM BSP 20MM AC PIPE	150	EACH	R	
7.22	100000004001	SADDLE CI 150MM BSP 25MM AC PIPE	100	EACH	R	
7.23	100000004002	SADDLE CI 150MM BSP 40MM AC PIPE	100	EACH	R	
7.24	100000004003	SADDLE CI 160MM BSP 25MM UPVC PIPE	50	EACH	R	
7.25	100000004004	SADDLE CI 160MM BSP 40MM UPVC PIPE	50	EACH	R	
7.26	100000004005	SADDLE CI 200MM BSP 25MM AC PIPE	50	EACH	R	
7.27	100000004007	SADDLE CI 200MM BSP 40MM UPVC PIPE	50	EACH	R	
7.28	100000004009	SADDLE CI 300MM BSP 20MM AC PIPE	50	EACH	R	
7.29		TEE EQUAL CI 75MM	50	EACH	R	
7.30	100000004075	TEE EQUAL CI 110MM	100	EACH	R	
7.31	100000004076	TEE EQUAL CI 160MM	100	EACH	R	
7.32	100000004077	TEE EQUAL CI 200MM	80	EACH	R	
7.33		TEE HYDRANT CI UPVC 75MM X 75MM	100	EACH	R	
7.34	100000004102	TEE HYDRANT CI UPVC 110MM X 75MM	100	EACH	R	

7.35	100000004103	TEE HYDRANT CI UPVC 160MM X 75MM	50	EACH	R	
7.36	100000004104	TEE HYDRANT CI UPVC 200MM X 75MM	50	EACH	R	
7.37	100000004115	TEE SCOUR CI 110MM X 100MM UPVC	50	EACH	R	
7.38	100000004116	TEE SCOUR CI 160MM X 100MM UPVC	40	EACH	R	
7.39		TEE SCOUR CI 200MM X 100MM UPVC	40	EACH	R	
7.40		TEE UNEQUAL CI 160MM X110MM	40	EACH	R	
7.41		TEE UNEQUAL CI 200MM X110MM	40	EACH	R	
7.42		TEE UNEQUAL CI 200MM X160MM	40	EACH	R	
Total for item 7 (Excl. VAT)					R	
Item 8: Copper Alloy Bush Fittings						
8.1	100000003590	BIBCOCK BRASS & HOSE CONNECTOR 20MM	50	EACH	R	
8.2	100000003591	BUSH REDUCE BRASS 1" X 3/8"	1000	EACH	R	

8.3	100000003592	BUSH REDUCE BRASS 1/2" X 1/4"	1000	EACH	R	
8.4	100000003593	BUSH REDUCE BRASS 3/4" X 1/2"	1000	EACH	R	
8.5	100000003594	BUSH REDUCE BRASS 3/4" X 3/8"	1000	EACH	R	
8.6	100000003595	BUSH REDUCE BRASS 3/8" X 1/2"	500	EACH	R	
8.7	100000003596	BUSH REDUCE BRASS 3/8" X 1/4"	500	EACH	R	
8.8	100000003597	BUSH REDUCE BRASS 3/8" X 1/8	500	EACH	R	
8.9	100000003971	PLUG BRASS 1/4"	500	EACH	R	
8.10	100000003972	PLUG BRASS 3/8"	500	EACH	R	
Total for item 8 (Excl. VAT)					R	
			Item 9: Galvanised Pipes			
9.1		FERRULE BRASS 1/2"	500	Per meter	R	
9.2	100000003944	PIPE GALV 15MM	500	Per meter	R	
9.3	100000003945	PIPE GALV 20MM	500	Per meter	R	
9.4	100000003946	PIPE GALV 25MM	500	Per meter	R	
9.5	100000003947	PIPE GALV 40MM	300		R	

				Per meter		
9.6	100000003948	PIPE GALV 50MM	300	Per meter	R	
9.7	100000003950	PIPE GALV 80MM	300	Per meter	R	
9.8	100000003951	PIPE GALV 100MM	300	Per meter	R	
9.9	100000003953	PIPE GALV 150MM	300	Per meter	R	
Total for item 9 (Excl. VAT)					R	
Item 10: Polyethylene Pipes (PE)						
10.1	100000003954	PIPE PE PN16 PE100 25MM PER ROLL / 100M	500	EACH	R	
10.2	100000003955	PIPE PE PN16 PE100 32MM PER ROLL / 100M	500	EACH	R	
10.3	100000003956	PIPE PE PN16 PE100 40MM PER ROLL / 100M	500	EACH	R	
10.4	100000003957	PIPE PE PN16 PE100 50MM PER ROLL /	500	EACH	R	

		100M				
10.5	1000000003958	PIPE PE PN16 PE100 63MM PER ROLL / 30M	200	EACH	R	
10.6	1000000003959	PIPE PE PN12.5 PE100 75MM PER ROLL / 30M	200	EACH	R	
10.7	1000000003960	PIPE PE PN12.5 PE100 90MM PER ROLL / 30M	100	EACH	R	
10.8		PIPE PE PN12.5 PE100 110MM / 6M LENGTH	100	EACH	R	
10.9		PIPE PE PN12.5 PE100 160MM / 6M LENGTH	100	EACH	R	
10.10		PIPE PE PN12.5 PE100 200MM / 6M LENGTH	100	EACH	R	
10.11		PIPE PE PN12.5 PE100 250MM / 6M LENGTH	50	EACH	R	
10.12		PIPE PE PN12.5 PE100 315MM / 6M LENGTH	50	EACH	R	
Total for item 10 (Excl. VAT)					R	
Item 11: uPVC Pipes						

11.1	100000003961	PIPE UPVC 12 BAR 75MM / 6M LENGTH	100	EACH	R	
11.2	100000003962	PIPE UPVC 12 BAR 90MM / 6M LENGTH	100	EACH	R	
11.3	100000003963	PIPE UPVC 12 BAR 110MM / 6M LENGTH	2000	EACH	R	
11.4	100000003964	PIPE UPVC 12 BAR 160MM / 6M LENGTH	1000	EACH	R	
11.5	100000003965	PIPE UPVC 12 BAR 200MM / 6M LENGTH	1000	EACH	R	
11.6	100000003966	PIPE UPVC 12 BAR 250MM / 6M LENGTH	500	EACH	R	
11.7	100000003967	PIPE UPVC 12 BAR 315MM / 6M LENGTH	500	EACH	R	
11.8	100000003967	PIPE UPVC 12 BAR 355MM / 6M LENGTH	200	EACH	R	
11.9		PIPE UPVC 16 BAR 400MM / 6M LENGTH	200	EACH	R	
11.10		PIPE UPVC 16 BAR 450MM / 6M LENGTH	200	EACH	R	
11.11		PIPE UPVC 16 BAR 500MM / 6M LENGTH	200	EACH	R	
Total for item 11 (Excl. VAT)					R	
Item 12: uPVC Pipes						
12.1		PIPE UPVC 12 BAR 75MM / 6M LENGTH	500	EACH	R	
12.2		PIPE UPVC 12 BAR 90MM / 6M LENGTH	500	EACH	R	
12.3		PIPE UPVC 12 BAR 110MM / 6M LENGTH	2000	EACH	R	

12.4		PIPE UPVC 12 BAR 160MM / 6M LENGTH	1000	EACH	R	
12.5		PIPE UPVC 12 BAR 200MM / 6M LENGTH	150	EACH	R	
12.6		PIPE UPVC 12 BAR 250MM / 6M LENGTH	150	EACH	R	
12.7		PIPE UPVC 12 BAR 315MM / 6M LENGTH	150	EACH	R	
12.8		PIPE UPVC 12 BAR 355MM / 6M LENGTH	150	EACH	R	
Total for item 12					R	
Item 13: Steel Pipes						
13.1	100000021718	PIPE STEEL WELDED 273,1MM x LENGTH 9.144M WALL THICKNESS 4.5MM / 6M LENGTH	100	EACH	R	
13.2	100000021719	PIPE STEEL WELDED 323,9MM x LENGTH 9.144M WALL THICKNESS 4.5MM / 6M LENGTH	100	EACH	R	
13.3	100000021720	PIPE STEEL WELDED 355,6MM x LENGTH 9.144M WALL THICKNESS 4.5MM / 6M LENGTH	50	EACH	R	
13.4	100000021721	PIPE STEEL WELDED 406,4MM x	50	EACH	R	

		LENGTH 9.144M WALL THICKNESS 4.5MM / 6M LENGTH				
13.5	100000021758	PIPE STEEL WELDED 457MM x LENGTH 9.144M WALL THICKNESS 4.5MM / 6M LENGTH	50	EACH	R	
13.6	100000021759	PIPE STEEL WELDED 508MM x LENGTH 9.144M WALL THICKNESS 4.5MM / 6M LENGTH	50	EACH	R	
13.7	100000021760	PIPE STEEL WELDED 610MM x LENGTH 9.144M WALL THICKNESS 6MM / 6M LENGTH	50	EACH	R	
13.8	100000021761	PIPE STEEL WELDED 711MM x LENGTH 9.144M WALL THICKNESS 8MM / 6M LENGTH	50	EACH	R	
13.9	100000021793	PIPE STEEL WELDED 813MM x LENGTH 9.144M WALL THICKNESS 8MM / 6M LENGTH	30	EACH	R	
13.10	100000021794	PIPE STEEL WELDED 914MM x LENGTH 9.144M	20	EACH	R	

		WALL THICKNESS 10MM / 6M LENGTH				
13.11	100000021795	PIPE STEEL WELDED 1016MM x LENGTH 9.144M WALL THICKNESS 10MM / 6M LENGTH	15	EACH	R	
13.13	100000021798	PIPE STEEL HEAVY DUTY SANS 62 50MM x LENGTH 6M	100	EACH	R	
13.14	100000021799	PIPE STEEL HEAVY DUTY SANS 62 80MM x LENGTH 5M	100	EACH	R	
13.15	100000021800	PIPE STEEL HEAVY DUTY SANS 62 100MM x LENGTH 6M	100	EACH	R	
13.16	100000021801	PIPE STEEL HEAVY DUTY SANS 62 150MM x LENGTH 6M	150	EACH	R	
Total for item 13 (Excl. VAT)					R	
Item 14: OPVC Pipes						
14.1		PIPE OPVC PN12.5 90MM / 6M LENGTH	500	EACH	R	
14.2		PIPE OPVC PN12.5 110MM / 6M LENGTH	2000	EACH	R	
14.3		PIPE OPVC PN12.5 160MM / 6M LENGTH	1000	EACH	R	

14.4		PIPE OPVC PN12.5 200MM / 6M LENGTH	150	EACH	R	
14.5		PIPE OPVC PN12.5 250MM / 6M LENGTH	150	EACH	R	
14.6		PIPE OPVC PN12.5 315MM / 6M LENGTH	150	EACH	R	
14.7		PIPE OPVC PN12.5 355MM / 6M LENGTH	150	EACH	R	
14.8		PIPE OPVC PN12.5 400MM / 6M LENGTH	150	EACH	R	
14.9		PIPE OPVC PN12.5 450MM / 6M LENGTH	150	EACH	R	
14.10		PIPE OPVC PN12.5 500MM / 6M LENGTH	150	EACH	R	
Total for item 14 (Excl. VAT)						
Item 15: Stopcock/gate Valves Brass						
15.1	100000004119	VALVE GATE BRASS 15MM	1500	EACH	R	
15.2	100000004120	VALVE GATE BRASS 20MM	1500	EACH	R	
15.3	100000004121	VALVE GATE BRASS 25MM	1500	EACH	R	
15.4	100000004122	VALVE GATE BRASS 32MM	1500	EACH	R	
15.5	100000004123	VALVE GATE BRASS 40MM	1000	EACH	R	
15.6	100000004124	VALVE GATE BRASS 50MM	1000	EACH	R	
15.7	100000004125	VALVE GATE BRASS 80MM	300	EACH	R	
15.8	100000004126	VALVE GATE BRASS 100MM	300	EACH	R	
Total for item 15 (Excl. VAT)					R	
Item 16: Ball Valves Brass						

16.1		BALL VALVE BRASS 15MM	500	EACH	R	
16.2	100000004118	BALL VALVE BRASS 20MM	500	EACH	R	
16.3		BALL VALVE BRASS 25MM	1000	EACH	R	
16.4	100000004117	VALVE BALL CLASS 16 BRASS 3/8"	500	EACH	R	
Total for item 16 (Excl. VAT)					R	
Item 17: Gate Valves						
17.1		Resilient seal gate valve flanged DN 100	50	EACH	R	
17.2		Resilient seal gate valve flanged DN 150	50	EACH	R	
17.3		Resilient seal gate valve flanged DN 200	50	EACH	R	
Total for item 17 (Excl. VAT)					R	
Item 18: Plastic taps						
17.1	100000022965	TAP HOSE BIB PLASTIC BROWN THDP1 15MM	300	EACH	R	
Total for item 18					R	
Item 19: Couplings						
19.1	100000003715	COUPLING 15MM	300	EACH	R	
19.2	100000003716	COUPLING 20MM	300	EACH	R	
19.3	100000003717	COUPLING 25MM	200	EACH	R	

19.4	100000003718	COUPLING 32MM	200	EACH	R	
19.5	100000003719	COUPLING 40MM	200	EACH	R	
19.6	100000003720	COUPLING 50MM	200	EACH	R	
19.7	100000003721	COUPLING 80MM	200	EACH	R	
19.8	100000003722	COUPLING ADJUSTABLE 72MM - 85MM	1500	EACH	R	
19.9	100000003723	COUPLING ADJUSTABLE 88MM - 102MM	1500	EACH	R	
19.10	100000003724	COUPLING ADJUSTABLE 110MM - 127MM	2000	EACH	R	
19.11	100000003725	COUPLING ADJUSTABLE 139MM - 153MM	2000	EACH	R	
19.12	100000003726	COUPLING ADJUSTABLE 160MM - 181MM	2000	EACH	R	
19.13	100000003727	COUPLING ADJUSTABLE 193MM - 209MM	2000	EACH	R	
19.14	100000003728	COUPLING ADJUSTABLE 218MM - 235MM	2000	EACH	R	
19.15	100000003729	COUPLING ADJUSTABLE 250MM - 267MM	2000	EACH	R	

19.16	100000003730	COUPLING ADJUSTABLE 272MM - 289MM	2000	EACH	R	
19.17	100000003731	COUPLING ADJUSTABLE 315MM - 340MM	1500	EACH	R	
19.18	100000003732	COUPLING 223MM	1000	EACH	R	
19.19	100000003733	COUPLING 273MM	1000	EACH	R	
19.20	100000003734	COUPLING 315MM	1000	EACH	R	
19.21	100000003735	COUPLING 406MM	1000	EACH	R	
19.22	100000003736	COUPLING 456MM	1000	EACH	R	
19.23	100000003737	COUPLING 508MM	1000	EACH	R	
19.24	100000003738	COUPLING 610MM	1000	EACH	R	
19.25	100000003739	COUPLING 711MM	500	EACH	R	
19.26	100000003740	COUPLING 100MM	1000	EACH	R	
19.27	100000003742	COUPLING 150MM	1000	EACH	R	
19.28	100000003743	COUPLING 200MM PVC-PVC	1000	EACH	R	
19.29	100000003744	COUPLING 241MM STEEL-STEEL	600	EACH	R	
19.30	100000003745	COUPLING 250MM 185 ID	600	EACH	R	
19.31	100000003746	COUPLING 324MM X 315MM STEEL- UPVC	1000	EACH	R	
19.32	100000003747	COUPLING 324MM X 318MM STEEL- UPVC	1000	EACH	R	
19.33	100000003748	COUPLING 324MM X 324MM STEELSTEEL	500	EACH	R	

19.34	100000003749	COUPLING FLEX 356MM UPVC	1000	EACH	R	
19.35		COUPLING FLEX 406MM UPVC	500	EACH	R	
19.36		GRIPPER COUPLING 90MM	500	EACH	R	
19.37		GRIPPER COUPLING 110MM	1000	EACH	R	
19.38		GRIPPER COUPLING 160MM	500	EACH	R	
19.39		GRIPPER COUPLING 200MM	500	EACH	R	
19.40		GRIPPER COUPLING 250MM	500	EACH	R	
19.41		GRIPPER COUPLING 315MM	500	EACH	R	
19.42		VICTAULIC COUPLING 110MM	500	EACH	R	
19.43		VICTAULIC COUPLING 160MM	500	EACH	R	
19.44		VICTAULIC COUPLING 200MM	500	EACH	R	
19.45		VICTAULIC COUPLING 250MM	500	EACH	R	
19.46		VICTAULIC COUPLING 315MM	500	EACH	R	
19.47		VICTAULIC COUPLING 356MM	500	EACH	R	
19.48		VICTAULIC COUPLING 406MM	500	EACH	R	
19.49		GRIPPER FLANGE ADAPTOR 75MM	500	EACH	R	
19.50		GRIPPER FLANGE ADAPTOR 110MM	500	EACH	R	
19.51		GRIPPER FLANGE ADAPTOR 160MM	500	EACH	R	

19.52		GRIPPER FLANGE ADAPTOR 200MM	500	EACH	R	
19.53		GRIPPER FLANGE ADAPTOR 250MM	500	EACH	R	
19.54		GRIPPER FLANGE ADAPTOR 315MM	500	EACH	R	
Total for item 19 (Excl. VAT)					R	
Item 20: Mild Steel Flanges (Screwed)						
20.1	100000003841	FLANGE GALV D & S 4H 40MM	500	EACH	R	
20.2	100000003842	FLANGE GALV D & S 4H 50MM	500	EACH	R	
20.3	100000003843	FLANGE GALV D & S 8H 80MM	600	EACH	R	
20.4	100000003844	FLANGE GALV D & S 8H 100MM	500	EACH	R	
20.5	100000003845	FLANGE GALV D & S 8H 150MM	300	EACH	R	
Total for item 20 (Excl. VAT)					R	
Item 21: Mild Steel Flanges (Weld-on)						
21.1	100000003846	FLANGE MS WELDON T10 OD 220MM	300	EACH	R	
21.2	100000003847	FLANGE MS WELDON T10 OD 273MM	300	EACH	R	
21.3	100000003848	FLANGE MS WELDON T10 OD 323MM	300	EACH	R	
21.4	100000003849	FLANGE MS WELDON T10 OD 355MM	300	EACH	R	
21.5	100000003850	FLANGE MS WELDON T16 OD 80MM	300	EACH	R	
21.6	100000003851	FLANGE MS WELDON T16 OD 115MM	300	EACH	R	

21.7	100000003852	FLANGE MS WELDON T16 OD 168MM	300	EACH	R	
21.8	100000003853	FLANGE MS WELDON T16 OD 220MM	300	EACH	R	
21.9	100000003854	FLANGE MS WELDON T16 OD 273MM	300	EACH	R	
21.10	100000003855	FLANGE MS WELDON T16 OD 323MM	300	EACH	R	
21.11	100000003856	FLANGE MS WELDON T16 OD 355MM	300	EACH	R	
21.12	100000003857	FLANGE MS WELDON T16 OD 406MM	250	EACH	R	
21.13	100000003858	FLANGE MS WELDON T25 OD 168MM	250	EACH	R	
21.14	100000003859	FLANGE MS WELDON T25 OD 220MM	250	EACH	R	
21.15	100000003860	FLANGE MS WELDON T25 OD 273MM	250	EACH	R	
21.16	100000003861	FLANGE MS WELDON T25 OD 323MM	250	EACH	R	
Total for item 21 (Excl. VAT)					R	
Item 22: Bends and Reducers						
22.1	100000003568	BEND LONG RADIUS WELD-ON 45DEG 80MM WALL THICKNESS 5.49MM	400	EACH	R	
22.2	100000003569	BEND LONG RADIUS WELD-ON 90DEG 100MM WALL THICKNESS 6.02MM	400	EACH	R	

22.3	100000003570	BEND LONG RADIUS WELD-ON 90DEG 150MM WALL THICKNESS 7.11MM	400	EACH	R	
22.4	100000003571	BEND LONG RADIUS WELD-ON 90DEG 200MM WALL THICKNESS 8.18MM	300	EACH	R	
22.5	100000003572	BEND LONG RADIUS WELD-ON 90DEG 250MM WALL THICKNESS 9.27MM	300	EACH	R	
22.6	100000003573	BEND LONG RADIUS WELD-ON 90DEG 300MM WALL THICKNESS 9.53MM	200	EACH	R	
22.7	100000003574	BEND LONG RADIUS WELD-ON 90DEG 80MM WALL THICKNESS 5.49MM	200	EACH	R	
22.8	100000003586	BEND WELD-ON 45DEG 100MM WALL THICKNESS 6.02MM	200	EACH	R	
22.9	100000003587	BEND WELD-ON 45DEG 150MM WALL THICKNESS 7.11MM	200	EACH	R	

22.10	100000003588	BEND WELD-ON 45DEG 200MM WALL THICKNESS 8.18MM	200	EACH	R	
22.11		BEND WELD-ON 45DEG 250MM WALL THICKNESS 9.27MM	200	EACH	R	
22.12	100000003589	BEND WELD-ON 45DEG 300MM WALL THICKNESS 9.53MM	200	EACH	R	
22.13	100000022976	REDUCER WELD-ON 150MM - 80MM WALL THICKNESS 7.11MM5.45MM	600	EACH	R	
22.14	100000022978	REDUCER WELD-ON 150MM -100MM WALL THICKNESS 7.11MM-5.95MM	600	EACH	R	
22.15	100000022979	REDUCER WELD-ON 200MM -100MM WALL THICKNESS 8.18MM-5.95MM	600	EACH	R	
22.16	100000022980	REDUCER WELD-ON 200MM -150MM WALL THICKNESS 8.18MM-7.11MM	600	EACH	R	
22.17	100000022981	REDUCER WELD-ON 250MM -100MM WALL THICKNESS	600	EACH	R	

		9.27MM-5.95MM				
Total for item 22					R	
Item 23: Fire Hydrant						
23.1	100000004127	VALVE FIRE HYDRANT KP2A TAMPER/P DBL LUG	1000	EACH	R	
Item 24: Nuts and Bolts						
24.1	100000001015	BOLT & NUT GALV HH M16 X 70MM	1500	EACH	R	
24.2	100000001094	BOLT & NUT MS M12 X 50MM	1500	EACH	R	
24.3	100000001096	BOLT & NUT MS M12 X 75MM	1500	EACH	R	
24.4	100000001098	BOLT & NUT MS M12 X 100MM	1500	EACH	R	
24.5	100000001113	BOLT & NUT MS M20 X 100MM	1500	EACH	R	
24.6	100000001114	BOLT & NUT MS M20 X 125MM	1500	EACH	R	
24.7	100000001116	BOLT & NUT MS M24 X 150MM	1500	EACH	R	
24.8	100000012704	BOLT & NUT GALV HH M16 X 50MM	1500	EACH	R	
24.9	100000012772	BOLT & NUT MS M20 X 50MM	1500	EACH	R	
24.10	100000012774	BOLT & NUT MS M20 X 90MM	1500	EACH	R	
24.11	100000012779	BOLT & NUT MS M24 X 75MM	1500	EACH	R	
24.12	100000012780	BOLT & NUT MS M24 X 90MM	1500	EACH	R	
24.13	100000012781	BOLT & NUT MS M24 X 100MM	1500	EACH	R	

24.14	100000012790	BOLT & NUT MS M27 X 130MM	1500	EACH	R	
24.15	100000012792	BOLT & NUT MS M36 X 175MM	1500	EACH	R	
24.16	100000013004	BOLT & NUT MS GLAND / "T" M12 X 70MM	1500	EACH	R	
24.17	100000013005	BOLT & NUT MS GLAND / "T" M12 X 90MM	1500	EACH	R	
24.18	100000020945	BOLT & NUT GALV D-CAP M12 X 160MM	1500	EACH	R	
24.19	100000020946	BOLT & NUT GALV D-CAP M16 X 255MM	1500	EACH	R	
24.20	100000020947	BOLT & NUT MS GLAND / TEE-CAP M16 X 95MM	1500	EACH	R	
24.21	100000023637	BOLT & NUT GALV HH M16 X 65MM	1500	EACH	R	
24.23	100000023638	BOLT & NUT GALV HH M16 X 75MM	1500	EACH	R	
24.24	100000023639	BOLT & NUT GALV HH M20 X 75MM	1500	EACH	R	
Total for item 24 (Excl. VAT)					R	
Item 25: Gauge Pressure						
25.1		GAUGE PRESSURE - 100 kPa-150 kPa	200	EACH	R	
25.2		GAUGE PRESSURE 0kPa-1000kPa	200	EACH	R	
25.3	100000003867	GAUGE PRESSURE 0kPa-1600kPa	200	EACH	R	

25.4	100000003868	GAUGE PRESSURE 0kPa-2500kPa	200	EACH	R	
25.5	100000001510	INSERTION RUBBER 1200MM X 3.0MM	1000	EACH	R	
Total for item 25 (Excl. VAT)					R	
Item 26: Water Works Miscellaneous						
26.1	100000003677	COMPOUND LUBRO COPPER	500	EACH	R	
26.2	100000003678	COMPOUND PIPE JOINT 500G	300	EACH	R	
26.3	100000004020	SEAL HYDRANT 65MM	200	EACH	R	
26.4	100000004021	SEALER PLUMBERS HEMP	1000	EACH	R	
26.5	100000004022	SEALER THREAD PTFE TAPE	1000	EACH	R	
26.6	100000004073	TAPE GREASE 100MM	500	EACH	R	
26.7	100000004074	TAPE PVC ADHESIVE 100MM	200	EACH	R	
26.8	100000004142	WASHER HYDRANT 65MM	200	EACH	R	
26.9	100000004143	WASHER METER WATER FIBRE 15MM	1000	EACH	R	
26.10	100000004144	WASHER METER WATER FIBRE 20MM	1000	EACH	R	
26.11	100000004145	WASHER METER WATER FIBRE 25MM	1000	EACH	R	
26.12	100000004147	WASHER METER WATER FIBRE 40MM	1000	EACH	R	
26.13		HEAVY DUTY NYLON TUBE 3/8" BLACK	500	EACH	R	

26.14		PACKING SEAL 10MM	500	EACH	R	
26.15		HYDRANT KEY	300	EACH	R	
26.16		VALVE KEY	300	EACH	R	
Total for item 26 (Excl. VAT)					R	
Item 27: Sewer PVC Pipes						
27.1	100000003968	PIPE UPVC CLASS 34 110MM / 6M LENGTH	1500	EACH	R	
27.2	100000003969	PIPE UPVC CLASS 34 160MM / 6M LENGTH	1500	EACH	R	
27.3		PIPE UPVC CLASS 34 200MM / 6M LENGTH	1500	EACH	R	
27.4		PIPE UPVC CLASS 34 250MM / 6M LENGTH	1500	EACH	R	
27.5		PIPE UPVC CLASS 34 400MM / 6M LENGTH	1000	EACH	R	
27.6		PIPE UPVC CLASS 34 500MM / 6M LENGTH	500	EACH	R	
Total for item 27 (Excl. VAT)					R	
28.1	100000003584	BEND UPVC CLASS 4 45.0DEG 100MM	1000	EACH	R	
28.2	100000003544	BEND UPVC 110MM 1/16 22.5 DEG	1000	EACH	R	
28.3	100000003583	BEND UPVC CLASS 4 22.5 DEG 160MM	1000	EACH	R	
28.4	100000003889	JUNCTION UPVC 110MM SABS 45 DEG	1000	EACH	R	
28.5	100000003890	JUNCTION UPVC 160MM 45 DEG	1000	EACH	R	

28.6	100000003888	REDUCING JUNCTION 160MM X 110MM SABS	1000	EACH	R	
28.7	100000003984	REDUCER UPVC CLASS 4 160MM X 150MM M/LEW	1000	EACH	R	
28.8	100000003515	ADAPTOR PVC CONNECT 100MM	600	EACH	R	
28.9	100000004047	SOCKET KIMBERLEY UPVC 110MM SABS	1000	EACH	R	
28.10	100000004048	SOCKET KIMBERLEY UPVC 160MM SABS	1000	EACH	R	
Total for item 28 (Excl. VAT)					R	
Item 29: Sewer Equipment's						
29.1		STEEL ROD & COUPLINGS 8MM DIA X 2M	500	EACH	R	
29.2		ROD ASSEMBLY SPANNER	500	EACH	R	
29.3		GULLEY PLUNGER X 100MM	500	EACH	R	
29.4		FLEXIBACK - PLAIN	500	EACH	R	
29.5		FLEXIBACK - SINGLE WORM X 63MM	500	EACH	R	
29.6		FLEXIBACK - SINGLE WORM X 88MM	500	EACH	R	
29.7		FLEXIBACK - ROOT AUGER X 88MM	500	EACH	R	
29.8		FLEXIBACK - SPEARHEAD	500	EACH	R	
29.9		STEEL SEWER ROD 6MM X 2M	500	EACH	R	
29.10		SINGLE WORM 6MM X 38MM	500	EACH		

29.11		SINGLE WORM 6MM X 63MM	500	EACH	R	
29.12		SINGLE WORM 6MM X 88MM	500	EACH	R	
29.13		DOUBLE WORM 6MM X 63MM	500	EACH	R	
29.14		DOUBLE WORM 6MM X 88MM	500	EACH	R	
29.15		FLEXIBACK – 6MM	500	EACH	R	
29.16		FLEXIWORM 6MM X 63MM	500	EACH	R	
29.17		FLEXIWORM 6MM X 88MM	500	EACH	R	
29.18		FLEXIBACK - SINGLE WORM X 63MM	500	EACH	R	
29.19		FLEXIBACK - SINGLE WORM X 88MM	500	EACH	R	
29.20		SINGLE WORM 8MM X 38MM	500	EACH	R	
29.21		SINGLE WORM 8MM X 63MM	500	EACH	R	
29.22		SINGLE WORM 8MM X 88MM	500	EACH	R	
29.23		SINGLE WORM 8MM X 139MM	500	EACH	R	
29.24		DOUBLE WORM 8MM X 50MM	500	EACH	R	

29.25		DOUBLE WORM 8MM X 63MM	500	EACH	R	
29.26		DOUBLE WORM 8MM X 88MM	500	EACH	R	
29.27		DOUBLE WORM 8MM X 139MM	500	EACH	R	
29.28		RING SLOGGING SPANNER 32MM	500	EACH	R	
29.29		RING SLOGGING SPANNER 34MM	500	EACH	R	
29.30		RING SLOGGING SPANNER 36MM	500	EACH	R	
Total for item 29 (Excl. VAT)					R	
Item 31: Sewer Miscellaneous						
30.1	100000003839	EPOXY ADHESIVE 3.2KG	200	EACH	R	
30.2	100000003897	LUBRICANT PVC PIPE 1KG	200	EACH	R	
30.3	100000020794	CHLORINE GRANULAR Hepta- Hydrate (HTH) 8KG	500	EACH	R	
30.4		BIOREMEDIATION	200	EACH	R	
Total for item 30 (Excl. VAT)					R	
SUB- TOTAL					R	
15% VAT					R	
TOTAL BID PRICE (INCL VAT)					R	



11. MARKET ANALYSIS

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

The City of Tshwane further reserves the right to negotiate a market-related price with the service provider that qualifies. If the service provider does not agree to a market-related price, the City reserves the right to negotiate a market-related price with the second-qualifying bidder. If the second qualifying service provider that does not agree to a market-related price, the City will negotiate a market-related price with the third qualifying service provider. If a market-related price is not agreed, the City reserves the right to cancel the tender.

12. DRAFT SERVICE LEVEL AGREEMENTS

Specification to be accompanied by draft service level agreements.



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	ROC 02 2024/25	CLOSING DATE:	08 October 2024	CLOSING TIME:	10:00am
DESCRIPTION	TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF VARIOUS WATER AND SANITATION NETWORK.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0001					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER PART B:3]

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Regional Operations and Coordination
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Mokgadi Supe
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 7108
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	mokgadisu@tshwane.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION	
1.1	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



MBD 3.1

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder	Bid number
Closing Time	Closing Date

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

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

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

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

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

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

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹ MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars.

.....

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

3.10.1 If yes, furnish particulars.

.....

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

3.11.1 If yes, furnish particulars.

.....

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

3.12.1 If yes, furnish particulars.

.....

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

3.13.1 If yes, furnish particulars.

.....

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

3.14.1 If yes, furnish particulars:

.....



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

Full Name	Identity Number	State Employee Number

.....

Signature

.....

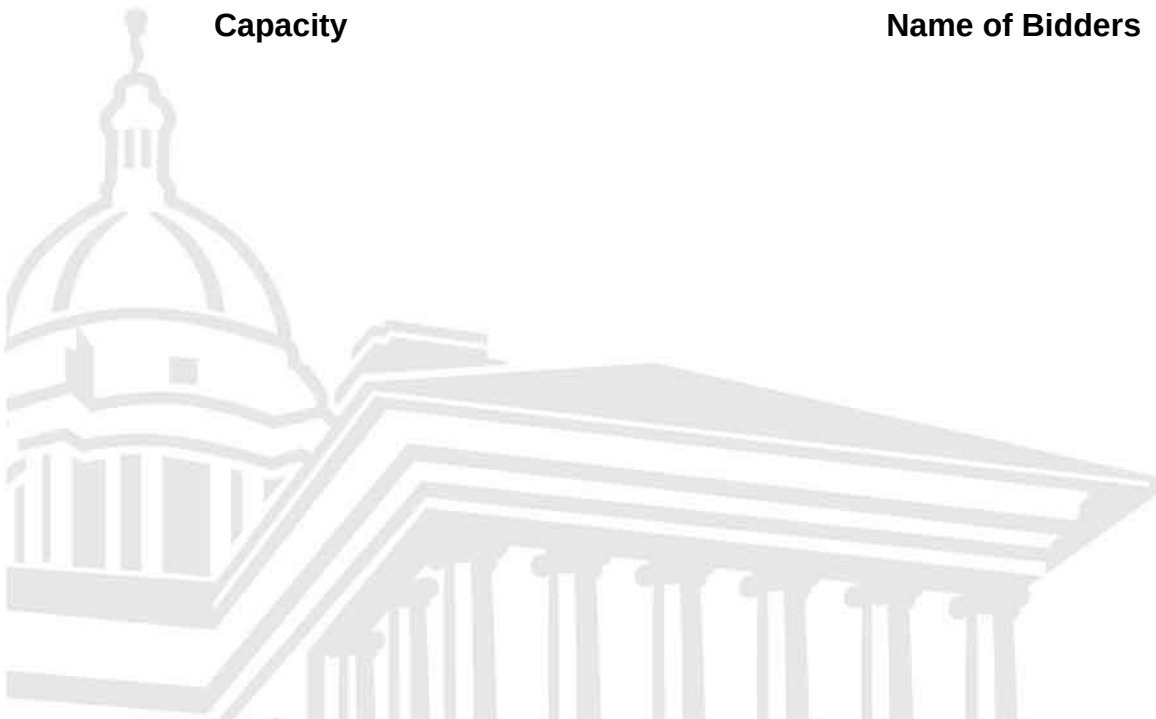
Date

.....

Capacity

.....

Name of Bidders



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

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

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

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

.....

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

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

2.2 If yes, provide particulars.

.....

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? ***YES / NO**

3.1 If yes, furnish particulars

.....

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

transferred out of the Republic?

4.1 If yes, furnish particulars

.....

.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
- a) The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
 The maximum points for this tender are allocated as follows:
- | | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmax}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} + \frac{\mathbf{Pt} - \mathbf{Pmax}}{\mathbf{Pmax}} \right) \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	

Local Economic Participation		
• City of Tshwane	4 Points	
• Gauteng	2 Points	
• National	1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a

result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

CONTRACT FORM: PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **CITY OF TSHWANE MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **ROC 02 2024/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

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

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **ROC 02 2024/25**

TENDER FOR THE SUPPLY, DELIVERY AND OFF-LOADING OF VARIOUS WATER AND SANITATION NETWORK

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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.

In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....	
Signature	Date

.....	
Position	Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

- 1.14 “GCC” means the General Conditions of Contract.
 - 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
 - 1.21 “Purchaser” means the organization purchasing the goods.
 - 1.22 “Republic” means the Republic of South Africa.
 - 1.23 “SCC” means the Special Conditions of Contract.
 - 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
 - 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 1. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid.
- Where applicable a non-refundable fee for documents may be charged.

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- | | | |
|---|------|--|
| | 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| | 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| | 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| 16. Payment | 16.1 | The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. |
| | 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract | 18.1 | No variation in or modification of the terms of the contract shall be made amendments except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | 21.1 | Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
| | 21.2 | If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. |

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all

		reasonable alternative means for performance not prevented by the force majeure event.
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; the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
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.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

(Hereafter referred to as the "City")

Herein Represented by Phuti Moloto

In his capacity as: Acting Group Head: Regional Operations and Coordination

(Duly authorised hereto)

AND

Name of Company)

Registration Number:

(Hereinafter referred to as the "Service Provider")

Herein Represented by:

In his/her capacity as:

(Duly authorised hereto)

SERVICE LEVEL AGREEMENT

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

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

(Herein referred to as the "CITY")

AND

(Name of Company)

Registration Number: _____

Herein represented by _____, in his/ her capacity as _____ duly authorised thereto under and by virtue of a resolution of the Board passed on _____, a copy of which is annexed as Annexure “A”, and who by his signature hereto warrants that he/ she is properly authorised to sign this Agreement

(Herein referred to as the “SERVICE PROVIDER”)

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RECORDAL:

WHEREAS the City requires rendering of a well-equipped, suitable qualified, seasonal lifeguarding service to the City of Tshwane, as and when required for a three (3) year period.

AND WHEREAS the City wishes to appoint the Service Provider;

AND WHEREAS the Service Provider wishes to provide such Goods and Services;

AND WHEREAS the Service Provider has indicated that it has the necessary expertise, skills and capabilities to provide the Goods and Services;

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which the Service Provider shall provide the Goods and Services in the Service Areas and/or Delivery Area and provide after sales support thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

1 DEFINITIONS

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

1.1 "Agreement" means this Service Level Agreement and shall include any annexures and/or schedules and/or attachments and/or appendices and/or any addenda hereto or incorporated herein by reference, as amended from time to time;

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

1.3 "Business Week" means five consecutive Business Days, excluding Public Holidays as defined in the Public Holidays Act;

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

1.5 “Contact Persons” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 28 and who can be substituted in writing from time to time;

1.6 “Contract Price” shall mean the amount reflected as the Contract Price in clause 9 below,

1.7 “Contract Period” means the Contract Period as reflected in the Appointment Letter to be issued by the City,

1.8 “Effective Date” means the date on the Appointment Letter to be issued by the City,

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

1.10 “Month” means a calendar month;

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

1.12 “Services” means the Goods and Services to be provided by the Service Provider to the City as detailed in clause 8 below;

1.13 “Service Provider” means

(Name of Company),

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

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

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

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

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

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

2 INTERPRETATION

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

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

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

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

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

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

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

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

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

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

3 APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, to provide the Goods and Services as set out in the Scope of the tender and in accordance with the terms and subject to the conditions of this Agreement.

4 PURPOSE OF THE AGREEMENT

4.1 The Purpose of this Agreement is to:

4.1.1 formalise and regulate the working relationship between the Parties;

4.1.2 set out the roles and responsibilities of the Parties; and

4.1.3 define process and procedures to be followed by the Parties.

5 RELATIONSHIP

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

6 DURATION

This Agreement shall commence on the Effective Date and shall subsist for a period of 3 (three) years, as and when required, unless terminated earlier pursuant to clause 25 below

7 CONTACT PERSON

7.1 The work to be performed by the Service Provider hereunder will be supervised by the City's Contact Person referred to in clause 28 below.

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

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

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

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

8 SCOPE OF GENERAL GOODS AND SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Goods and Services as specified in the Scope of the Tender, set out in the tender document.

9 PRICE AND PAYMENT

9.1 The City shall pay to the Service Provider the Contract Price as per the items in the Appointment Letter to be issued by the City.

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

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

9.4 Unless otherwise provided in the Schedules, valid Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by The City within 30 (thirty) days after the date of receipt by The City of the Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation, but in any event not later than 90 (ninety) days of receipt of such statement.

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

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

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

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

Bank: _____

Account type: _____

Account No: _____

Branch No: _____

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

10 SERVICE LEVELS

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

10.1.1 capacity allocations in accordance with the Goods and Service to be provided; and

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

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

10.3 Amongst others, the Service Provider shall comply with and provide the Goods and Services as set out in clause 8 above.

11 WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Goods or Services from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 24 below.

12 PENALTY

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

12.1.1 exercise its rights in terms of clause 24 below; alternatively

12.1.2 impose a penalty on the Service Provider as stated hereunder in clause 12.4 below and/ or clause 12.5 below.

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

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

12.4 Should the Service Provider fail to remedy the default within 7 (seven) days after receiving the notice, then the City shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the City and without further notice, impose a penalty, which penalty shall be a deduction of 10% of the undelivered Goods items and/ or failure to render Service items (as per the agreed schedule of work and Purchase Order issued by the Deputy Director/ Clerk of Works, within the time agreed with the Deputy Director/ Clerk

of Works); and for the avoidance of doubt, the penalty amount shall be 10% of the monies due for payment to the Service Provider for these undelivered Goods items and/ or failure to render Service items, in terms of clause 9 above.

12.5 The area supervisors that are to be appointed as stipulated in the project scope (paragraph 3.13) of the tender, must sign the attendance registers and duty book at each swimming pool daily, verifying that the number of lifeguards requested are on duty and that information on conditions and activities for the day was captured in the duty book. Failure to sign the attendance register and duty book will result in a penalty amounting to 30% calculated using the hourly rate for the day multiplied by the number of seasonal lifeguards deployed at that particular swimming pool where the attendance register and duty book was not signed. (Clause 22 of the Government Procurement general Conditions of Contract July 2010).

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

13 ACCESS

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

13.1.1 access is related to the Goods and Services to be provided by the Service Provider; and

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

13.2 The Service Provider is required to notify the City monthly of employees who are to provide Goods and Services at the Service Areas.

13.3 The City shall grant the Service Provider and/or its employees, referred in clause 13.2 above, to access to its premises to perform its obligations in terms of this Agreement.

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

14 INSPECTION

14.1 The City may at any time inspect the Service Levels of the Service Provider in terms of this Agreement.

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

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

14.4 Should the Service Provider fail to remedy the failure or default referred to above then the City shall have the right to impose penalties as provided for in clause 12 above or invoke the provisions of clauses and/or clause 24 below.

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

14.4.1.1 provide the City with such information as it may reasonably require;

14.4.1.2 allow the City to inspect and take copies of any records of the Service Provider relating to the Goods and Services, including all hardware, software, data, information, visuals,

procedures, event logs, transaction logs, audit trails, books, records, contracts and correspondence; and

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

14.5 Service Provider to Provide Reasonable Assistance

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

14.5.2 Any information required to be provided to the City pursuant to this clause 14 shall be provided by the Service Provider, as the case may be in such form (including a form otherwise than in writing) as the City may reasonably specify.

14.5.3 The cost of any inspection contemplated in terms of this clause 14 shall be for the account of the City unless any material irregularity or failure on the part of the Service Provider is determined by the City in the course of such inspection.

14.6 The inspection contemplated in this Agreement will be conducted:

14.6.1 during normal business hours; and

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

15 SERVICE PROVIDER'S WARRANTIES AND INDEMNITIES

15.1 Service Warranties

15.1.1 The Service Provider warrants that in relation to Goods and Services provided in terms of this Agreement:

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

15.1.1.2 it possesses or has access to the requisite knowledge, skill and experience to provide the Goods and Services in an expert manner;

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

15.1.1.4 that all Goods delivered, work performed, and Services rendered under this Agreement shall comply with prevailing practice, standards and specifications within the industry;

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

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

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

15.1.1.8 that its Goods and Services will in all aspects comply with industry norms and best practice to the satisfaction of the City with regard to materials and workmanship;

15.1.1.9 it will use and adopt any standards, processes and procedures required under this Agreement;

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

15.1.1.11 it is free from any defects in material and workmanship;

15.1.1.12 it will maintain and cause to be maintained the highest standard of workmanship and care in undertaking the delivery of Goods and Services;

15.1.1.13 it will maintain and cause to be maintained the highest standard of care and diligence in providing the Goods and Services, maintenance and support; and

15.1.1.14 it will ensure that all applicable laws are observed;

15.2 Indemnity

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

16 THE SERVICE PROVIDER'S PERSONNEL

16.1 Liability for Criminal Acts of Employees

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

16.2 Character of Employees

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

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

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

17 STATUTORY AND EMPLOYMENT ISSUES

17.1 The Service Provider shall comply with all employment legislation

17.1.1 The Service Provider warrants that it has full knowledge of all relevant statutory, collective and other stipulations applicable to the relationship with its personnel and its relationship with the City. This includes, but is not limited to, the Labour Relations Act, the Basic Conditions of Employment Act, 1977, the Employment Equity Act, 1998 and any other applicable employment legislation currently in force.

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

17.2 No employment

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

17.3 Occupational Health and Safety Act, 1993

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

18 SUB CONTRACTING

18.1 The Service Provider may not Subcontract the whole of or any portion of the Goods and Services in terms of this Agreement to any third party without the prior written consent of the City.

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

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

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

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

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

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

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

19 CONFIDENTIALITY

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

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

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

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

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

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

20 INTELLECTUAL PROPERTY RIGHTS

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

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

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

20.4 The Service Provider shall promptly notify the City, in writing, of any infringement or apparent or threatened infringement or any circumstances which may potentially give rise to

an infringement, or any actions, claims or demands in relation to any Intellectual Property Rights.

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

20.6 Should any claim be made against the City by any third party in terms of clause 20.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

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

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

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

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

20.7.4 withdraw the subject of infringement.

21 FORCE MAJEURE

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

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

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

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

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

22 CESSION

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

23 CHANGE OF CONTROL / CIRCUMSTANCE

23.1 The Service Provider shall notify the City, in writing, of any change in the Service Provider's shareholding or membership or any change in the Service Provider's subsidiary companies or holding or its affiliates (such change shall be considered a material change in the constitution and identity of the Service Provider. The City may terminate this Agreement upon becoming aware of such material change.

23.2 The Parties agree that should there be a change as envisaged in clause 23.1 above, the Service Provider will no longer exist and a new third party/entity shall have been constituted. In this regard, such third party shall not be entitled to inherit any of the Service Provider's rights and obligations in terms of this Agreement, which will only be transferred to the new entity in writing by the City following the City's satisfaction and approval in writing of such new entity.

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

24 BREACH

24.1 Subject to clause 23.3 above, should either Party commit a breach of any term of this Agreement ("the Defaulting Party") then the affected party ("Aggrieved Party") shall be entitled to inform the Defaulting Party in writing to remedy such failure or default within 5 (five) Business Days and should the Defaulting Party fail to remedy the breach within 5 (five) Business Days after receipt of the notice the so Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law to:

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

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

24.1.3 impose penalties as provided for in clause 12 above.

25 EARLY TERMINATION

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

26 DISPUTES

26.1 Save for clause 24 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

26.1.1 the interpretation of the Agreement;

26.1.2 the performance of any of the terms of the Agreement;

26.1.3 any of the parties' rights and obligations;

26.1.4 any procedure to be followed;

26.1.5 the termination or cancellation or breach of this Agreement; or

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

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

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

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

26.4.1 at any place which the Parties agree, in writing, to be mutually convenient; and

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

26.5 If the arbitration is:

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

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

26.5.3 any other matter, then the arbitrator shall be any independent person agreed upon between the Parties.

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

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

26.8 The arbitrator may:

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

26.8.2 interview and question under oath the parties of any of their representatives;

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

26.8.4 make such award, including an award for specific performance, damages or otherwise, as he in his discretion may deem fit and appropriate. The arbitration shall be held as quickly

as possible after it is requested, with a view to it being completed within 30 (thirty) days after it has been so requested.

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

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

26.11 Notwithstanding the provisions of clauses 26.1, 26.2, 26.3, 26.4, 26.5, 26.6 and 26.7 above, in the event of either Party having a claim against the other Party for a liquidated amount or an amount which arises from a liquid documents, or for an interdict or other urgent relief, then the other Party having such a claim shall be entitled to institute action therefore in a court of law rather than in terms of the above clauses, notwithstanding the fact that the other Party may dispute the claim.

26.12 The provisions of this clause 26 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

27 LAWS AND JURISDICTION

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

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

28 NOTICES AND COMMUNICATIONS

28.1 The Parties choose as their respective domicilium citandi et executandi (hereinafter referred to as the "domicilium") and for the delivery of any notices arising out of the Agreement or its termination or cancellation, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the address set out below:

28.1.1 THE CITY:

Office of the City Manager

Tshwane House

2nd Floor, Block D

320 Madiba Street

Pretoria, 0001

P O Box 440

Pretoria, 0001

Fax: 086 214 9544

Email: citymanager@tshwane.gov.za

Attention: Wouter Koekemoer

Telephone: 012 358 1496

Email: WouterK@tshwane.gov.za

28.1.2 THE SERVICE PROVIDER:

Street Address: _____

Postal Address: _____

Attention: _____

Cell phone: _____

Telephone: _____

Fax: _____

Email: _____

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

28.3 Any notice given and any payment made by any Party to another Party (hereinafter referred to as "the addressee") which:

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

28.3.2 is posted by prepaid registered post to the addressee at the addressee's domicile shall be deemed, until the contrary is proved by the addressee, to have been received on the 7th (seventh) day after the date of posting; or

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

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

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

29 GENERAL AND MISCELLANEOUS

29.1 SOLE RECORD OF AGREEMENT

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

29.2 NO AMENDMENT EXCEPT IN WRITING

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

29.3 WAIVERS

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

29.4 SURVIVAL OF OBLIGATIONS

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

29.5 APPROVALS AND CONSENTS

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

30 EXECUTION

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

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

Signed at _____ on this ____ day of _____ 20__

For and on behalf of

THE CITY OF TSHWANE

METROPOLITAN MUNICIPALITY

Duly represented by: Phuti Moloto

In his capacity as: Acting Group Head: Regional Operations and Coordination

Witnesses

1. _____

2. _____

Signed at _____ on this _____ day of _____ 20__

For and on behalf of

(Name of Company)

Duly represented by: _____

In his/ her capacity as: _____

and duly authorised thereto.

Witnesses

1. _____

2. _____

ANNEXURE "A"

RESOLUTION OF THE BOARD

Resolution by the Board of Directors of _____ made at a meeting held at _____ on _____ 20__.

NOTED: THAT _____ (Company Name)

intends to enter into an Agreement with the City of Tshwane Metropolitan Municipality in terms of which _____ (Company Name) will render a well-equipped, suitable qualified, seasonal lifeguarding service to the City of Tshwane, as and when required for a three (3) year period.

on the terms and subject to the conditions, for the duration of this Agreement, provide the Services and/or Goods as specified in the Project Scope, set out in the tender document.

RESOLVED:

THAT _____ (Name of Company), approves and enters into the Agreement on the terms and subject to the conditions of the Agreement to which this resolution is attached.

THAT _____,
in his/her capacity as a _____,
of _____ (Name of Company), be and is hereby
authorised to negotiate, settle and sign the Agreement attached hereto, and to sign all
documentation and do all things necessary to give effect to the aforesaid resolutions on behalf
of _____ (Name of Company).

Read and Confirmed
Chairman/Company Secretary

