



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

WS 21-2022/23

TENDER DESCRIPTION:	TENDER FOR THE SUPPLY, TESTING, DELIVERY AND OFF-LOADING OF COLD DOMESTIC AND BULK MECHANICAL WATER METERS AND COMPONENTS, AS AND WHEN REQUIRED, OVER A PERIOD OF 3 YEARS
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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
0002
Tel: 012 358 9999

BID CLOSING DATE	22 FEBRUARY 2023
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Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

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: WATER AND SANITATION

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
WS 21-2022/23	TENDER FOR THE SUPPLY, TESTING, DELIVERY AND OFF-LOADING OF COLD DOMESTIC AND BULK MECHANICAL WATER METERS AND COMPONENTS, AS AND WHEN REQUIRED, OVER A PERIOD OF 3 YEARS	Water and Sanitation	Peter Ngobeni (peterng@tshwane.gov.za or 012 358 5824)	Venue: Central Water Depot 11 Johannes Ramokhoase Street Pretoria Central Date: 15 February 2023 Time: 10h00	22 February 2023 at 10:00

The document is downloadable from the e-Tender Portal.

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.

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

City of Tshwane Metropolitan Municipality Tshwane House

320 Madiba Street

Pretoria
0002

Documents must be deposited in the bid box not later than **10:00 on 22 February 2023** when bids will be opened in public.

Bidders must contact the following officials for any enquiries:

Technical enquiries: Peter Ngobeni (peterng@tshwane.gov.za or 012 358 5824)

Supply chain enquiries: Lukkiet Thobejane-Selowe (lukkiet3@tshwane.gov.za or 012 358 6282)

The validity period for the tender after closure is 90 days. CoT shall have right and power to extend 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.

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

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VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

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

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

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

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:



WATER AND SANITATION DEPARTMENT

TENDER FOR THE SUPPLY, TESTING, DELIVERY AND OFF-LOADING OF COLD DOMESTIC AND BULK MECHANICAL WATER METERS AND COMPONENTS, AS AND WHEN REQUIRED, OVER A PERIOD OF 3 YEARS

BID NUMBER

WS 21 2022/23

1. INTRODUCTION AND PURPOSE

The purpose of this tender is to get suitable suppliers to bid for the following: - (1) Supply, delivery and off-loading of cold water domestic and bulk mechanical water meters. (2) Collection, testing and delivery of water meters and test results. (3) Supply and delivery of water components, as and when required, over a period of 3 years.

BACKGROUND

It is a requirement by the South African Government that there should be adequate measuring, monitoring, and reporting systems for water use; the development of water accounting standards; water resource planning, benchmarking of water accounting systems and improved, nationally consistent metering of the water supplied to all consumers. Since South Africa is a water scarce country and climate change makes matter worse, the increased risk of drought will put more pressure on the environment and on the amount of water available.

In accordance with National Trade Metrology Act, all water meters used for custody transfer must accurately measure the flow of water through the devices. Defective and/or inaccurate water meters should therefore be replaced as soon as possible, and the installation of water meters should be in accordance with international accepted practices. On a non-legislative level, the metering of water consumed is important for several reasons, including the following:

- The sale of water is a large source of income for the CoT, currently averaging more than R1, 4b per year.
- Metering offers consumers a financial incentive to reduce their water use - thus curbing demand.
- Using water more efficiently would help stretch current supplies further. This is particularly important in parts of Tshwane where high levels of growth in new housing and communities is planned.
- Universal metering can help to reduce leakage levels. It also allows consumers to understand the true value of water as consumers can see how their actions affect how much water they use and pay for.
- Good metering practices lead to cost effectiveness and provide timely feedback to water managers and users, contribute to building community confidence and provide seamless input into water revenue systems.

Approximately 400 new water meters and 3800 damaged, vandalised, stolen, or defective water meters are installed and replaced every month by the City to ensure legal compliance with the Trade Metrology Act and SANS requirements regarding accurate measurement techniques.

2. PROJECT SCOPE

3.1. SCOPE

This tender provides for the supply, delivery, testing and off-loading of cold water domestic and bulk mechanical water meters and components to the municipal stores at 11 Johannes Ramokhoase Street, Pretoria, on an as and when required basis, over a 3-year period.

The delivery period for items A to G shall be within 15 working days from receipt of an official order. For Item H (Testing of water meters), the collection, testing and return of meters together with the test certificates to the Central Water Depot at 11 Johannes Ramokhoase Street shall be within 20 working days from receipt of an official order. Failure to deliver to the municipal stores within this specified delivery period will result in the cancellation of the order.

All meters are required for domestic use to measure potable water in the metric system with the liter as the smallest unit of measurement in meters smaller than 150mm diameter and 10 liter or better being the smallest unit of measurement indicated on the dial of meters of 150mm diameter or higher

The adjudication and awarding of the tender will be done on an “item by item” basis.

All the meters shall be fitted with screwed connections or be flanged, as specified. Flanged meters to be supplied complete with gasket sets.

All bulk meters (items C to E) to be provided and fitted with protective security covers. Cover to be manufactured from minimum 1,5mm thick mild steel. The cover should be bolted onto the meter body, must cover the meter register and should be removable and replaceable without having to disconnect the water supply. Apertures must be provided in the covers to allow the reading of the register(s). The cover should be completely coated with blue fusion bonded epoxy coating (FBE) with a minimum dry film thickness of 250 micron.

In all cases the tenderer shall give a full description of the meter offered and shall fully complete the attached data sheets (Schedule of particulars and requirements). For items A to E, an official company publication with comprehensive technical specifications including meter test results to SANS specifications or accepted international specifications (ISO 4064/OIML R49-1/MID) where SANS specifications do not exist, must also be submitted for each tendered item/sub-item with the completed tender document. Failure to submit this documentation together with the tender documents will result in disqualification of the bid for the tendered item.

Where meters have been exempted from compliance with SANS 1529 (various parts), an exemption letter from the SABS shall be submitted with the completed tender document. Failure to submit this documentation together with the tender documents will result in disqualification of the bid for the tendered item.

All tenderers wishing to tender on Item H (Testing of water meters) shall submit copies of the following documents:

- SANAS accreditation certificate
- Certificate of the responsible Verification Officer
- Company quality policy (to verify if testing water meters forms part of the quality system)

Failure to submit this documentation together with the tender documents will result in disqualification of the bid for this tendered item.

It is imperative that tenderers are able to offer spare components for all meter models submitted (replacement registers, cartridges, inserts, bearings, change-over valves, retaining rings etc).

Should the tender be accepted, all deliveries to the municipal stores shall be accompanied by a register indicating all meter serial numbers and diameters in the delivered batch.

A SMALL-BORE DOMESTIC WATER METERS (PLASTIC BODIES) AND PLASTIC ABOVE GROUND METER BOX:

This specification provides for the supply, delivery and off-loading to the Municipal Stores, of:

Item A.1 15mm diameter semi-positive type plastic water meter with integral pulse output facility

Item A.2 15mm diameter semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, terminating in ¾" female threaded inlet and outlet

Item A.2.1 15mm diameter semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, terminating in ¾ inch/20mm nominal diameter, female push-fit fittings (SANS/JASWIC)

Item A.3 Plastic above ground box, terminating in ¾", threaded inlet and outlet, pre-fitted with 15mm diameter plastic water meter and (a flow limiter device that will be supplied by City of Tshwane)

Item A.3.1 Plastic above ground box, terminating in ¾ inch/20mm nominal diameter, female push-fit fittings (SANS/JASWIC), pre-fitted with 15mm diameter plastic water meter and (a flow limiter that will be supplied by City of Tshwane)

Additional specifications for items A.1 to A.3.1

ITEM A.1 15mm DIAMETER SEMI-POSITIVE TYPE PLASTIC WATER METER WITH INTEGRAL PULSE OUTPUT FACILITY

Legal Requirements:

Water meters must comply with SANS 1529 (various parts) and must be approved in terms of the Trade Metrology Act – Act No 9 of 2014 (Class C meters). This meter shall be approved with a minimum accuracy class C

Meters must be tested in a SANAS accredited laboratory in compliance with the SANS 10378: 2012 Quality Management System. This test laboratory must be owned by the manufacturer and be situated within the borders of South Africa. The maximum quantity required to trigger a pulse must be one half litre.

Meters to be listed on the current JASWIC (Joint Acceptance Scheme for Water Services Installation Components) acceptance list.

Minimum Performance Specification

NOMINAL BORE			15mm
Maximum flow rate $\pm 2\%$	Q_s	m^3/h	3
Permissible continuous flow rate $\pm 2\%$	Q_p	m^3/h	1,5
Transitional flow rate $\pm 2\%$	Q_t	l/h	22,5
Minimum flow rate $\pm 5\%$	Q_{min}	l/h	15

Technical specification:

The body shall be manufactured from UV-resistant materials.

All plastic components must be manufactured from virgin materials.

An internal strainer shall be fitted as standard.

Counter shall be dry dial type only.

An integral non-return valve shall be fitted.

The meter shall be able to withstand a working pressure of 1600 kPa.

NOMINAL BORE	THREAD	OVERALL LENGTH
15mm	$\frac{3}{4}$ " BSP	114mm

The semi-positive (volumetric) plastic water meter to comply with the specifications and requirements as specified in A.1, except that it shall be approved with a minimum accuracy class C.

The maximum quantity required to trigger a pulse must be one half litre.

ITEM A.2 15mm diameter SEMI-POSITIVE type plastic water meter WITH INTEGRAL PULSE FACILITY pre-fitted in plastic above ground box, TERMINATING IN ¾" FEMALE, THREADED INLET AND OUTLET

Meter to comply with specifications and requirements as described in A.1, except that it shall be approved with a minimum accuracy class C. The maximum quantity required to trigger a pulse must be one half litre.

It must be possible to remove and replace the meter without having to strip and re-assemble the internal piping in the box.

The meter box to be manufactured from a UV stabilized engineering plastic, with a minimum 4mm wall thickness. The approximate dimensions (10% variance) should be as follows: -

Height ±800mm; width ±250mm; depth ±100mm.

The box must be supplied complete with a base plate to prevent the ingress of soil.

The 20mm nominal diameter class 16 polypropylene or similar SANS / JASWIC approved pipe assembly inside the housing must terminate in a ¾" female threaded inlet and outlet. Meter boxes to be supplied with all washers, O-rings or similar components, should these be required to ensure leak free connections to the inlet and outlet box fittings. Meter boxes should also be supplied with fitted and removable end caps to avoid the ingress of dirt. Integral provision for the protection of the external consumer valve should be provided to prevent accidental damage during loading/installation (recessing of valve etc.).

When installed, the design of the box should be such that it is stable and robust to the extent of withstanding people sitting on it without it tilting or the lid being damaged.

The flow direction and a line indicating the recommended installation depth (approximately 400mm from the bottom) must be clearly visible on the side of the box.

The lid of the box must have a slot in the top of the lid for reading of the water meter and serial number,

The lid must be fixed to the box with a tamperproof locking mechanism that can only be opened by an authorized official with a custom-made key. If completely removable, the lid should be secured to the box by means of a hinge or steel cable.

All fittings connected to piping inside the box must be fusion welded and manufactured from polypropylene or other SABS Mark bearing or JASWIC approved plastic material for use in potable water systems.

The valves and fittings inside the box shall have a minimum pressure rating of PN16 and the assembled unit shall be hydraulically tested for leakage at a pressure of 2400 kPa for a minimum period of three minutes.

The internal assembly must include a valve upstream of the water meter that is not accessible to the public, whilst another valve, accessible to the consumer without having to open the box, must be fitted downstream of the water meter.

It must be possible to easily fit a flow restricting device, allowing a constant flow rate, in the box without having to strip and re-assemble the internal piping.

A sample of this item shall be submitted together with the tender documents. The sample shall be clearly marked with a permanent marker (on the housing) with the following information:

- (a) Tender number
- (b) Name of tenderer
- (c) Item number

Failure to submit this sample with the tender documents will result in disqualification of the bid for this tendered item.

ITEM A.2.1 15mm diameter SEMI-POSITIVE type plastic water meter WITH INTEGRAL PULSE FACILITY pre-fitted in plastic above ground box, TERMINATING IN ¾ INCH /20MM NOMINAL DIAMETER female push-fit fittings (SANS/JASWIC)

Meter to comply with specifications and requirements as described in A.1, except that it shall be approved with a minimum accuracy class C. The maximum quantity required to trigger a pulse must be one half litre.

It must be possible to remove and replace the meter without having to strip and re-assemble the internal piping in the box.

The meter box to be manufactured from a UV stabilized engineering plastic, with a minimum 4mm wall thickness. The approximate dimensions (10% variance) should be as follows:

Height ±800mm; width ±250mm; depth ±100mm.

The box must be supplied complete with a base plate to prevent the ingress of soil.

The 20mm nominal diameter class 16 polypropylene or similar SANS / JASWIC approved pipe assembly inside the housing must terminate in a ¾" female threaded inlet and outlet. Meter boxes to be supplied with all washers, O-rings or similar components, should these be required to ensure leak free connections to the inlet and outlet box fittings. Meter boxes should also be supplied with fitted and removable end caps to avoid the ingress of dirt. Integral provision for the protection of the external consumer valve should be provided to prevent accidental damage during loading/installation (recessing of valve etc.).

When installed, the design of the box should be such that it is stable and robust to the extent of withstanding people sitting on it without it tilting or the lid being damaged.

The flow direction and a line indicating the recommended installation depth (approximately 400mm from the bottom) must be clearly visible on the side of the box.

The lid of the box must have a slot in the top of the lid for reading of the water meter and serial number,

The lid must be fixed to the box with a tamperproof locking mechanism that can only be opened by an authorized official with a custom-made key. If completely removable, the lid should be secured to the box by means of a hinge or steel cable.

All fittings connected to piping inside the box must be fusion welded and manufactured from polypropylene or other SABS Mark bearing or JASWIC approved plastic material for use in potable water systems.

The valves and fittings inside the box shall have a minimum pressure rating of PN16 and the assembled unit shall be hydraulically tested for leakage at a pressure of 2400 kPa for a minimum period of three minutes.

The internal assembly must include a valve upstream of the water meter that is not accessible to the public, whilst another valve, accessible to the consumer without having to open the box, must be fitted downstream of the water meter.

It must be possible to easily fit a flow restricting device, allowing a constant flow rate, in the box without having to strip and re-assemble the internal piping.

A sample of this item shall be submitted together with the tender documents. The sample shall be clearly marked with a permanent marker (on the housing) with the following information:

(d) Tender number

(e) Name of tenderer

(f) Item number

Failure to submit this sample with the tender documents will result in disqualification of the bid for this tendered item.

ITEM A.3. PLASTIC ABOVE GROUND BOX, TERMINATING IN ¾" FEMALE THREADED INLET AND OUTLET, PRE-FITTED WITH 15MM DIAMETER PLASTIC WATER METER AND/OR A FLOW LIMITER (flow limiter to be supplied by the City of Tshwane)

Plastic above ground box to comply with specifications and requirements as described in A.2.

A plastic water meter that complies with the specifications and requirements as described in A.1, and/or a flow limiter which shall be supplied by the City of Tshwane for pre-fitting in the plastic above ground box.

The above ground box shall be fitted with additional reading slots to enable the reading of the prepayment unit or flow limiter's LCD display (if fitted) and serial number once the unit has been installed.

ITEM A.3.1 PLASTIC ABOVE GROUND BOX, TERMINATING IN ¾ INCH / 20MM NOMINAL DIAMETER FEMALE PUSH-FIT FITTINGS (SABS/JASWIC), PRE-FITTED WITH 15MM DIAMETER PLASTIC WATER METER AND/OR A FLOW LIMITER (flow limiter to be supplied by the City of Tshwane)

Plastic above ground box to comply with specifications and requirements as described in A.2.1

A plastic water meter that complies with the specifications and requirements as described in A.1 or A.2, and/or a flow limiter which shall be supplied by the City of Tshwane for pre-fitting in the plastic above ground box.

The above ground box shall be fitted with additional reading slots to enable the reading of the prepayment unit or flow limiter's LCD display (if fitted) and serial number once the unit has been installed.

A sample of this item shall be submitted together with the tender documents. The sample shall be clearly marked with a permanent marker (on the housing) with the following information:

- (g) Tender number
- (h) Name of tenderer
- (i) Item number

Failure to submit this sample with the tender documents will result in disqualification of the bid for this tendered item.

B SMALL BORE DOMESTIC WATER METERS (METALLIC BODIES): INFERENTIAL MULTI-JET OR SEMI-POSITIVE TYPE

This specification provides for the supply, delivery and off-loading to the Municipal Stores, of:

Item B.1 15mm diameter water meter, threaded (metallic body)

Item B.2 20mm diameter water meter, threaded (metallic body)

Item B.3 25mm diameter water meter, threaded (metallic body)

Legal Requirements:

Water meters must comply with SANS 1529 (various parts) Class C and must be approved in terms of the Legal Trade Metrology Act – Act No 9 of 2014 (Class C meters).

Meters must be tested in a SANAS accredited laboratory in compliance with the SANS 10378: 2012. Quality Management System, where applicable. This test laboratory must be owned by the manufacturer and be situated within the borders of South Africa.

Meters to be listed on the current JASWIC (Joint Acceptance Scheme for Water Services Installation Components) acceptance list.

Minimum Performance Specification

NOMINAL BORE			15mm	20mm	25mm
Maximum flow rate $\pm 2\%$	Q _s	m ³ /h	3	5	7
Permissible continuous flow rate $\pm 2\%$	Q _p	m ³ /h	1,5	2,5	3,5

NOMINAL BORE			15mm	20mm	25mm
Transitional flow rate $\pm 2\%$	Q _t	l/h	22,5	37,5	52,5
Minimum flow rate $\pm 5\%$	Q _{min}	l/h	15	25	35

Technical Specification:

If brass bodied, meters shall be manufactured from dezincification resistant brass (DZR brass).

The meters offered shall be able to withstand a nominal working pressure of at least 1600 kPa.

All the 15mm diameter water meters shall be fitted with integral reflux valves that are not easily externally removable.

All plastic components must be manufactured from virgin materials.

An internal strainer shall be fitted as standard to the 15mm, 20mm and 25mm diameter meters.

If the meter can be calibrated, the calibration device shall be fitted internally to prevent tampering.

NOMINAL BORE	THREAD / FLANGE	OVERALL LENGTH
15mm	¾" BSP thread	165mm
20mm	1" BSP thread	190mm
25mm	1¼" BSP thread	260mm

Alternative lengths to those indicated in the table may be offered.

C HIGH PERFORMANCE BULK WATER METERS (MECHANICAL REGISTERS)

This specification provides for the supply, delivery and off-loading to the Municipal Stores, of:

Item C.1 40mm diameter high performance Woltmann WP helical vane water meter

Item C.1.1 Pre-calibrated measuring insert to fit Item C.1

Item C.1.2 Register to fit Item C.1

Item C.2 50mm diameter high performance Woltmann WP helical vane water meter

Item C.2.1 Pre-calibrated measuring insert to fit Item C.2

Item C.2.2 Register to fit Item C.2

Item C.3 80mm diameter high performance Woltmann WP helical vane water meter

Item C.3.1 Pre-calibrated measuring insert to fit Item C.3

Item C.3.2 Register to fit Item C.3

Item C.4 100mm diameter high performance Woltmann WP helical vane water meter

Item C.4.1 Pre-calibrated measuring insert to fit Item C.4

Item C.4.2 Register to fit Item C.4

Item C.5 150mm diameter high performance Woltmann WP helical vane water meter

Item C.5.1 Pre-calibrated measuring insert to fit Item C.5

Item C.5.2 Register to fit Item C.5

Legal Requirements:

Water meters must comply with SANS 1529 (various parts) and must be approved in terms of the Trade Metrology Act – Act No 9 of 2014 (Class C meters)

All meters must have been tested in accredited laboratories in accordance with SANS 1529 (various parts), or ISO 4064/OIML R49-1/MID

Meters must be listed on the current JASWIC (Joint Acceptance Scheme for Water Services Installation Components) acceptance list.

Minimum Performance Specification

NOMINAL BORE		40mm	50mm	80mm	100mm	150mm
Overload flow rate $\pm 2\%$	Q ₅ m ³ / h	50	55	120	160	400
Permanent flow rate $\pm 2\%$		30				

NOMINAL BORE			40mm	50m m	80mm	100m m	150mm
	Q ₃	m ³ / h		35	63	100	250
Transitional flow rate ± 2%	Q ₂	m ³ / h	0,13	0,13	0,25	0,4	0,63
Minimum flow rate ± 5%	Q ₁	m ³ / h	0,08	0,08	0,16	0,25	0,4
Body length (no alternative length to be offered)		m m	220	300	350	350	500

- Technical Specification:

The meter body must be manufactured from cast iron and powder coated with a fusion bonded epoxy to a minimum dry thickness of 150 microns.

Complete meters to be provided and fitted with protective security covers.

The registers (dry dial only) must be hermetically sealed copper/glass canned construction in compliance with IP68 standards ensuring a waterproof enclosure.

Loose pre-calibrated measuring inserts to be supplied complete with registers, O-rings and/or appropriate sealing gaskets.

The meter register must be capable of being rotated through 350 degrees, between two stops, to facilitate reading.

Registers should provide the facility for the fitting of at least two pulsers of different pulse values, of which one will be a bi-directional high frequency/high resolution pulser. Meter accuracy may not be compromised when pulsers are fitted and operational.

The meter should offer an upgrade path to AMR/AMI without modifications to the register of the measuring insert.

All meters must be capable of accepting pre-calibrated measuring inserts without loss of accuracy.

The meter body should be prepared for a pressure sensor connection.

The stated measuring accuracy under installation conditions should be guaranteed without any straight lengths of pipe in front of the meter (an integral flow straightener shall be supplied and fitted as standard to the meter).

The body lengths offered shall be equal to those indicated in the table.

All cover bolts must be stainless steel to ensure ease of maintenance.

Meters must be flanged to SABS 1123 Table 16 and capable of withstanding a nominal working pressure of at least 1600 kPa.

All internal plastic components to be constructed of virgin materials.

D HYBRID BULK WATER METERS (ELECTRONIC REGISTERS)

This specification provides for the supply, delivery and off-loading to the Municipal Stores, of:

Item D.1 80mm diameter Hybrid type Woltmann water meter

Item D.1.1 Pre-calibrated measuring insert to fit Item D.1

Item D1.2 Register to fit Item D.1

Item D.2 100mm diameter Hybrid type Woltmann water meter

Item D.2.1 Pre-calibrated measuring insert to fit Item E.2

Item D2.2 Register to fit Item E.2

Legal Requirements:

Water meters must comply with SANS 1529 (various parts) and must be approved in terms of the Trade Metrology Act – Act No 9 of 2014 (Class C meters)

All meters must have been tested in accredited laboratories in accordance with ISO 4064/OIML R49-1/MID, accuracy class 2 (class C)

NOMINAL BORE			80mm	100mm
Overload flow rate $\pm 2\%$	Q ₄	m ³ /h	79	200
Permanent flow rate $\pm 2\%$				

NOMINAL BORE			80mm	100mm	Minimum Performance Specification
	Q ₃	m ³ /h	63	160	
Transitional flow rate ± 2%	Q ₂	m ³ /h	0,08	0,2	
Minimum flow rate ± 5%	Q ₁	m ³ /h	0,05	0,13	

Technical Specification:

The meter body must be manufactured from cast iron and powder coated with a fusion bonded epoxy to a minimum dry thickness of 150 microns. Complete meters to be provided and fitted with protective security covers. The only moving part of the water meter to be the impeller which sends an inductive signal to the electronic counter. The register must be hermetically sealed in compliance with IP68 standards ensuring a waterproof enclosure. The electronic meter counters to provide output signals compatible with common AMR/AMI systems and data logging equipment without the need to add an additional sensor. Loose pre-calibrated measuring inserts to be supplied complete with registers, O-rings and/or appropriate sealing gaskets.

The electronic counter shall display both volume and rate of flow. All meters must be capable of accepting pre-calibrated measuring inserts without loss of accuracy. An internal flow straightener shall be fitted as standard. The stated measuring accuracy under installation conditions should be guaranteed without any straight lengths of pipe in front of the meter (an integral flow straightener shall be supplied and fitted as standard to the meter). All cover bolts must be stainless steel to ensure ease of maintenance.

Meters must be flanged to SABS 1123 Table 16 and capable of withstanding a nominal working pressure of at least 1600 kPa.

The meter body should be prepared for a pressure sensor connection. All internal plastic components to be constructed of virgin materials. Under normal circumstances, a minimum of 10 years battery life to be guaranteed.

E COMBINATION WATER METERS

This specification provides for the supply, delivery and off-loading to the Municipal Stores, of:

Item E.1 50mm diameter compact combination type water meter

Item E.1.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 50mm diameter combination type water meter

Item E.1.2 Main register to fit Sensus Meitwin 50mm diameter combination type water meter

- Item E.1.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 50mm diameter combination type water meter
- Item E.2 80mm diameter compact combination type water meter
- Item E.2.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 80mm diameter combination type water meter
- Item E.2.2 Main register to fit Sensus Meitwin 80mm diameter combination type water meter
- Item E.2.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 80mm diameter combination type water meter
- Item E.3 100mm diameter compact combination type water meter
- Item E.3.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 100mm diameter combination type water meter
- Item E.3.2 Main register to fit Sensus Meitwin 100mm diameter combination type water meter
- Item E.3.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 100mm diameter combination type water meter
-
- Item E.4 150mm diameter combination type water meter
- Item E.4.1 Pre-calibrated main measuring insert to fit Sensus WPVD 150mm diameter combination type water meter
- Item E.4.2 Main register to fit Sensus WPVD 150mm diameter combination type water meter
- Item E.4.3 Bypass meter to fit Sensus WPVD 150mm diameter combination type water meter
- Item E.5 Pre-calibrated complete measuring insert to fit Item E.1
- Item E.6 Pre-calibrated complete measuring insert to fit Item E.2
- Item E.7 Pre-calibrated complete measuring insert to fit Item E.3
- Item E.8 Pre-calibrated complete measuring insert to fit Item E.4

Legal Requirements:

Water meters must comply with SANS 1529 (various parts) and must be approved in terms of the Trade Metrology Act – Act No 9 of 2014 (Class C meters)

All meters must have been tested in accredited laboratories in accordance with ISO 4064/OIML R49-1.

Meters must be listed on the current JASWIC (Joint Acceptance Scheme for Water Services Installation Components) acceptance list.

- Minimum Performance Specification

NOMINAL BORE			50mm	80mm	100mm	150mm
Maximum (peak) flow rate \pm 2%	Q_s	m^3/h	90	200	270	600
Minimum flow rate \pm 5%	Q_{min}	m^3/h	0,01	0,01	0,01	0,05

Technical Specification:

All replacement components (measuring inserts, registers and bypass meters/inserts) as specified in E.1.1 to E.1.3, E.2.1 to E.2.3, E.3.1 to E.3.3 and E.4.1 to E.4.3 shall be Sensus Meitwin or equivalent and shall fit the relevant Sensus Meitwin or Sensus WPVD combination meters as specified above.

Meters with a diameter of 50mm to 100mm must be of the compact type (two registers within one main body), while 150mm diameter meters may be of the compact type or the older configuration of a main meter with a separate bypass meter.

The main meter body must be manufactured from cast iron and powder coated with a fusion bonded epoxy to a minimum dry thickness of 150 microns.

Complete meters to be provided and fitted with protective security covers.

Both main and bypass meters shall be of the dry dial type.

The main meter register must be hermetically sealed copper/glass canned construction in compliance with IP68 standard ensuring a waterproof enclosure.

The main meter register must be capable of being rotated through 350 degrees, between two stops, to facilitate reading.

Both main and bypass meters must offer an upgrade path to AMR/AMI without modifications to the measuring insert on the main meter.

Loose pre-calibrated measuring inserts to be supplied complete with registers, O-rings and/or appropriate sealing gaskets. If combination meters are of the compact type, then the pre-calibrated complete measuring insert shall include both the main and bypass registers.

All meter sizes should provide the facility for the fitting of at least two pulsers of different pulse values on the main meter, of which one will be a bi-directional high frequency/high resolution pulser, and the fitting of a high frequency/high resolution pulser on the bypass meter.

All cover bolts must be stainless steel to ensure ease of maintenance.

The main meter body should be prepared for a pressure sensor connection.

Meters must be flanged to SANS 1123 Table 16 and capable of withstanding a nominal working pressure of at least 1600 kPa.

All internal plastic components to be constructed of virgin materials.

F IN-LINE STRAINER

This specification provides for the supply, delivery and off-loading to the Municipal Stores, of:

- Item F.1 40mm diameter in-line strainer
- Item F.2 50mm diameter in-line strainer
- Item F.3 80mm diameter in-line strainer
- Item F.4 100mm diameter in-line strainer
- Item F.5 150mm diameter in-line strainer

Technical specification

The diameters specified in items F.1 to F.5 above refer to pipe size and not meter nominal diameter.

Strainer element:

The element shall be manufactured from heavy duty 3CR12 stainless steel or better. It must be securely supported at both the top and bottom of the strainer body to prevent large suspended solids from breaking through the sieve element.

The sieve element to be of such a shape and design to provide strength and to provide the largest possible area of sieve element for low head loss.

It should be possible to remove the element from the top for cleaning without disturbing the flange joints.

Flanges:

Strainer flanges to be drilled to SANS 1123 Table 16 flanges.

Strainer body:

Maximum working pressure of 1 600kPa.

G BRASS WATER METER COUPLINGS

This specification provides for the supply and delivery to the Municipal Stores, of:

- Item G.1 Standard DZR brass coupling for 15mm water meter

Item G.2 Standard DZR brass coupling for 20mm water meter

Item G.3 Standard DZR brass coupling for 25mm water meter

Technical specification:

All meter couplings to be manufactured from dezincification resistant brass (DZR).

All nuts to be supplied with a small aperture through the nut to allow it to be sealed with sealing wire as a means of detecting tampering.

Couplings (tailpiece and nut) to be supplied complete with washer.

NOMINAL METER DIAMETER	THREAD	MINIMUM OVERALL LENGTH
15mm	3/4" BSP	38mm
20mm	1" BSP	45mm
25mm	1 1/4" BSP	45mm

H TESTING OF WATER METERS

This specification provides for the collection of used water meters from the Central Water Depot in 11 Johannes Ramokhoase Street, the testing of the water meters and the return of the meters to the Central Water Depot together with the test certificates.

The laboratory must be SANAS accredited with the scope of accreditation for meters with nominal bore 15mm up to and including 100mm as required by the Legal Metrology Act (Act no. 9: 2014).

Meters other than combination meters must be tested in accordance with Annexure B of SANS 1529-1: 2006. Each meter must be tested three times at each specified flow rate as indicated in Annexure B for used water meters and the test results must be reflected on the verification or rejection certificate along with the average results of the three flow rates.

Combination meters must be tested at four different flow rates and the test flow rates shall be within 10% of Q_p and Q_t respectively for each of the main and bypass meters. Each meter must be tested three times at each specified flow rate and the test results must be reflected on the verification or rejection certificate along with the average results of the three flow rates.

In order for a water meter to be verified as correct, the difference between the indicated volume and the actual volume of water that passed through the meter shall not exceed the requirements of Annexure B.2.2 (a) and (b) of SANS 1529-1:2006.

Documentation to be returned with the tested water meter shall include an original Verification / Rejection certificate.

Item H.1 Testing of a 15mm to 32mm diameter water meter

Item H.2 Testing of a 40mm to 150mm diameter water meter (excluding combination types)

Item H.3 Testing of a 50mm to 150mm combination type water meter

SAMPLES

The municipality may request samples from tenderers. These samples should only be submitted when requested to do so by the municipality and will be for the account of the tenderer.

The tender will be evaluated into five (5) stages.

Stage 1: Administrative compliance (List of returnable documents).

All the proposals will be evaluated against the administrative responsiveness requirements as set out in the list of returnable documents. Bidders complying with ALL the requirements on stage 1 will be evaluated against the Local content and production as set out in stage 2.

Stage 2: Local content and production

The tenderers will be evaluated on the compliance of the minimum threshold for local production and content for the required goods as per Regulation 8 (1) of the PPPFA, 2017

DESCRIPTION	LOCAL CONTENT %
Water meters	40%

NOTE: Bidders should first complete Annexure D. After completing Annexure D, bidders should complete Annexure E and then consolidate the information on Annexure C. Annexure C should be fully completed and signed and then submitted with the bid documentation at the closing date and time of the bid in order to substantiate the Annexure made in paragraph (c) below. Annexures D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Annexures C, D and E with the actual values for the duration of the contract

Stage 3: Mandatory requirements (Annexure A).

Stage 4: Preferential Procurement Point System as prescribed, 2017

The system comprises of the following two elements:

- a) Price 90 points
- b) BEE Contributor level 10 points

Stage 5: Sampling of plastic box water meters

The municipality may request samples from tenderers. These samples should only be submitted when requested to do so by the municipality and will be for the account of the tenderer. These samples will be required from only those bidders that have comply with the requirements of the previous evaluation stages and prior to the appointment.

Annexure A

NOTE: Tenders will be considered for the items indicated and it must be completed in full and signed. Failure to comply with the requirements and referencing to annexure without completing this schedule in full will lead to disqualification.

TENDER FOR THE SUPPLY, TESTING, DELIVERY AND OFF-LOADING OF COLD WATER DOMESTIC AND BULK WATER METERS AND COMPONENTS: AS AND WHEN REQUIRED: 3-YR PERIOD

SCHEDULE OF PARTICULARS AND REQUIREMENTS

Description	Q _s	Q _p	Q _t	Q _{min}	(A) Maximum working pressure (B) Test pressure (kPa)	(A) Country of Manufacture (B) Make offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Material of Construction (Bidders to specify)
Please insert length of meter (mm), Approval Type (Cartridge, Manifold, Standard), Class C	± 2% (m ³ /h)	± 2% (m ³ /h)	± 2% (l/h)	± 5% (l/h)				
Item A.1. 15mm dia. semi-positive type plastic water meter with integral pulse output facility Meter length = _____ Approval type = _____ Class = _____					(A) (B)	(A) (B)	(A) (B)	

<p>Item A.2.</p> <p>15mm dia. Semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, terminating in 3/4" female threaded inlet and outlet</p> <p>Meter length = _____</p> <p>Approval type = _____</p> <p>Class = _____</p>					(A)	(A)	(A)	
					(B)	(B)	(B)	

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q _s ± 2% (m ³ /h)	Q _p ± 2% (m ³ /h)	Q _t ± 2% (l/h)	Q _{min} ± 5% (l/h)	(A) Maximum working pressure (B) Test pressure (kPa)	(A) Country of Manufacture (B) Make offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Material of Construction (<i>Bidders to specify</i>)
<p>Item A.2.1</p> <p>15mm dia. Semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, terminating in ¾ inch/20mm nominal diameter female, push-fit fittings (SANS/JASWIC)</p> <p>Meter length = _____</p> <p>Approval type = _____</p> <p>Class = _____</p>					(A) (B)	(A) (B)	(A) (B)	

Item A.3

Plastic above ground box, terminating in 3/4" female threaded inlet and outlet, pre-fitted with 15mm diameter plastic water meter and/or a flow limiter (flow limiter to be supplied by City of Tshwane)

Meter length =

Class =

(A)

(A)

(A)

(B)

(B)

(B)

<p>Item A.3.1</p> <p>Plastic above ground box, terminating in ¾" or 20mm nominal diameter female push-fit fittings, pre-fitted with 15mm diameter plastic water meter and a flow limiter (flow limiter to be supplied by City of Tshwane)</p> <p>Meter length = _____</p> <p>Approval type = _____</p> <p>Class = _____</p>					(A)	(A)	(A)	
					(B)	(B)	(B)	

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q _s	Q _p	Q _t	Q _{min}	(A) Maximum working pressure (B) Test pressure (kPa)	(A) Country of Manufacture (B) Make offered	Inferential multi-jet or semi-positive	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material (<i>Bidders to specify</i>)
Please insert length of meter (mm), Approval Type (Cartridge, Manifold, Standard), Class C	± 2% (m ³ /h)	± 2% (m ³ /h)	± 2% (l/h)	± 5% (l/h)					

Item B.1

15mm dia. water meter,
threaded (metallic body)

Meter length =

Approval type =

Class =

(A)

(A)

(A)

(B)

(B)

(B)

<p>Item B.2</p> <p>20mm dia. water meter, threaded (metallic body)</p> <p>Meter length = _____</p> <p>Approval type = _____</p> <p>Class = _____</p>					(A)	(A)		(A)	
					(B)	(B)		(B)	

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q _s	Q _p	Q _t	Q _{min}	(A) Maximum working pressure (B) Test pressure (kPa)	(A) Country of Manufacture (B) Make offered	Inferential multi-jet or semi-positive	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material (<i>Bidders to specify</i>)
Please insert length of meter (mm), Approval Type (Cartridge, Manifold, Standard), Class C	± 2% (m ³ /h)	± 2% (m ³ /h)	± 2% (l/h)	± 5% (l/h)					
Item B.3 25mm dia. water meter, threaded (metallic body) Meter length = _____ Approval type = _____ Class = _____					(A) (B)	(A) (B)		(A) (B)	

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q_s / Q_5 $\pm 2\%$ (m ³ /h)	Q_p / Q_3 $\pm 2\%$ (m ³ /h)	Q_t / Q_2 $\pm 2\%$ (l/h)	Q_{min} / Q_1 $\pm 5\%$ (l/h)	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make offered	(A) SABS Approval Number (B) JASWIC Certificate Number	(A) Body Material (<i>Bidders to specify</i>) (B) Flow straightener (Y/N)
Item C.1 40mm dia. Woltmann High Performance WP helical vane water meter Meter length = _____ Class = _____					(A) (B)			(A) (B)	(A) (B)
Item C.1.1 Pre-calibrated measuring insert to fit Item C.1 Class = _____					N/A			(A)	N/A

Item C.1.2 Register to fit Item C.1	N/A	N/A	N/A	N/A	N/A			(A)	N/A
Item C.2 50mm dia. High Performance Woltmann WP helical vane water meter Meter length = _____ Class = _____					(A) (B)			(A) (B)	(A) (B)
Item C.2.1 Pre-calibrated measuring insert to fit Item C.2 Class = _____					N/A			(A)	N/A

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q_s / Q_5	Q_p / Q_3	Q_t / Q_2	Q_{min} / Q_1	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make offered	(A) SABS Approval Number (B) JASWIC Certificate Number	(A) Body Material (<i>Bidders to specify</i>) (B) Flow straightener (Y/N)
Please insert length of meter (mm) and Class	$\pm 2\%$ (m ³ /h)	$\pm 2\%$ (m ³ /h)	$\pm 2\%$ (l/h)	$\pm 5\%$ (l/h)					
Item C.2.2 Register to fit Item C.2	N/A	N/A	N/A	N/A	N/A			(A)	N/A
Item C.3 80mm dia. High Performnace Woltmann WP helical vane water meter Meter length = _____ Class = _____					(A) (B)			(A) (B)	(A) (B)

Item C.3.1 Pre-calibrated measuring insert to fit Item C.3 Class = _____					N/A			(A)	N/A
Item C.3.2 Register to fit Item C.3	N/A	N/A	N/A	N/A	N/A			(A)	N/A
Item C.4 100mm dia. High Performance Woltmann WP helical vane water meter Meter length = _____ Class = _____					(A)			(A)	(A)
Item C.4.1 Pre-calibrated measuring insert to fit Item C.4 Class = _____					N/A			(A)	N/A

Item C.4.2	N/A	N/A	N/A	N/A	N/A			(A)	N/A
Register to fit Item D.4									

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q_s / Q_5	Q_p / Q_3	Q_t / Q_2	Q_{min} / Q_1	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make offered	(A) SABS Approval Number (B) JASWIC Certificate Number	(A) Body Material (B) Flow straightener (Y/N)
Please insert length of meter (mm) and Class	$\pm 2\%$ (m ³ /h)	$\pm 2\%$ (m ³ /h)	$\pm 2\%$ (l/h)	$\pm 5\%$ (l/h)					

Item C.5 150mm dia. High Performance Woltmann WP helical vane water meter Meter length = _____ Class = _____					(A) (B)			(A) (B)	(A) (B)
Item C.5.1 Pre-calibrated measuring insert to fit Item C.5 Class = _____					N/A			(A)	N/A
Item C.5.2 Register to fit Item C.5	N/A	N/A	N/A	N/A	N/A			(A)	N/A

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q ₄	Q ₃	Q ₂	Q ₁	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material <i>(Bidders to specify)</i>
Please insert length of meter (mm) and Class	± 2% (m ³ /h)	± 2% (m ³ /h)	± 2% (l/h)	± 5% (l/h)					
Item D.1 80mm dia. Hybrid type Woltmann water meter Meter length = _____ Class = _____					(A) (B)			(A) (B)	
Item D.1.1 Pre-calibrated measuring insert to fit Item D.1 Class = _____					N/A			(A)	N/A

Item D.1.2 Register to fit Item D.1	N/A	N/A	N/A	N/A	N/A			(A)	N/A
Item D.2 100mm dia. Hybrid type Woltmann water meter Meter length = _____ Class = _____					(A) (B)			(A) (B)	
Item D.2.1 Pre-calibrated measuring insert to fit Item D.2 Class = _____					N/A			(A)	N/A
Item D.2.2 Register to fit Item D.2	N/A	N/A	N/A	N/A	N/A			(A)	N/A

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description Please insert length of meter (mm) and Class	Q _s ± 2% (m ³ /h)	Q _{min} ± 5% (l/h)	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make Offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material <i>(Bidders to specify)</i> (A) Main Meter (B) Bypass Meter
Item E.1 50mm diameter compact combination type water meter Meter length = _____ Class = _____			(A) (B)			(A) (B)	(A)
Item E.1.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 50mm diameter combination type water meter			N/A			(A)	N/A

Item E.1.2 Main register to fit Sensus Meitwin 50mm diameter combination type water meter	N/A	N/A	N/A			(A)	N/A
Item E.1.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 50mm diameter combination type water meter	N/A	N/A	N/A			(A)	N/A
Item E.2 80mm diameter compact combination type water meter Meter length = _____ Class = _____			(A) (B)			(A) (B)	(A)

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q _s	Q _{min}	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make Offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material (A) Main Meter (B) Bypass Meter
Please insert length of meter (mm) and Class	± 2% (m ³ /h)	± 5% (l/h)					
Item E.2.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 80mm diameter combination type water meter			N/A			(A)	N/A
Item E.2.2 Main meter register to fit Sensus Meitwin 80mm diameter combination type water meter	N/A	N/A	N/A			(A)	N/A

Item E.2.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 80mm diameter combination type water meter	N/A	N/A	N/A			(A)	N/A
Item E.3 100mm diameter compact combination type water meter Meter length = _____ Class = _____			(A) (B)			(A) (B)	(A)
Item E.3.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 100mm diameter combination type water meter			N/A			(A)	N/A

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q _s	Q _{min}	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make Offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material <i>(Bidders to specify)</i> (A) Main Meter (B) Bypass Meter
Please insert length of meter (mm) and Class	± 2% (m ³ /h)	± 5% (l/h)					
Item E.3.2 Main meter register to fit Sensus Meitwin 100mm diameter combination type water meter	N/A	N/A	N/A			(A)	N/A
Item E.3.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 100mm diameter combination type water meter	N/A	N/A	N/A			(A)	N/A

<p>Item E.4</p> <p>150mm diameter combination type water meter</p> <p>Meter length = _____</p> <p>Class = _____</p>			(A)			(A)	(A)
			(B)			(B)	(B)
<p>Item E.4.1</p> <p>Pre-calibrated main measuring insert to fit Sensus WPVD 150mm diameter combination type water meter</p>			N/A			(A)	N/A
<p>Item E.4.2</p> <p>Main meter register to fit Sensus WPVD 150mm diameter combination type water meter</p>	N/A	N/A	N/A			(A)	N/A
<p>Item E.4.3</p> <p>Bypass meter to fit Sensus WPVD 150mm diameter combination type water meter</p>	N/A	N/A	N/A			(A)	N/A

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	Q _s ± 2% (m ³ /h)	Q _{min} ± 5% (l/h)	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make Offered	(A) SABS Approval Number (B) JASWIC Certificate Number	Body Material <i>(Bidders to specify)</i> (A) Main Meter (B) Bypass Meter
Item E.5 Pre-calibrated complete measuring insert to fit Item E.1	N/A	N/A	N/A			(A)	N/A

Item E.6 Pre-calibrated complete measuring insert to fit Item E.2	N/A	N/A	N/A			(A)	N/A
Item E.7 Pre-calibrated complete measuring insert to fit Item E.3	N/A	N/A	N/A			(A)	N/A
Item E.8 Pre-calibrated complete measuring insert to fit Item E.4	N/A	N/A	N/A			(A)	N/A

SIGNATURE OF TENDERER:

SCHEDULE OF PARTICULARS AND REQUIREMENTS (CONTD)

Description	(A) Maximum working pressure (B) Test pressure (kPa)	Country of Manufacture	Make Offered
Item F.1 40mm diameter in-line strainer	(A) (B)		
Item F.2 50mm diameter in-line strainer	(A) (B)		
Item F.3 80mm diameter in-line strainer	(A) (B)		
Item F.4 100mm diameter in-line strainer	(A) (B)		
Item F.5 150mm diameter in-line strainer	(A) (B)		
Item G.1 Standard DZR brass coupling set for 15mm water meter	(A) (B)		
Item G.2 Standard DZR brass coupling	(A) (B)		

set for 20mm water meter			
Item G.3 Standard DZR brass coupling set for 25mm water meter	(A) (B)		

SIGNATURE OF TENDERER:

Description	SANAS accreditation certificate no.	Verification Officer certificate no.	Delivery Period from date of instruction to collect meters at store (max 20 working days)
Item H.1 Testing of a 15mm to 32mm dia. water meter			
Item H.2 Testing of a 40mm to 150mm dia. water meter (excluding combination water meters)			
Item H.3 Testing of a 50mm to 150mm dia. Combination water meter			

SIGNATURE OF TENDERER:

3. DELIVERABLES

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

4. SUBCONTRACTING

No sub-contracting

5. TYPE OF AGREEMENT REQUIRED

Draft Service Level Agreement attached.

6. SCORING FORMULA

The 90/10 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017 will be used.

- 90 points for price
- 10 points for B-BBEE status (service provider to submit the certified copy of the B-BBEE level rating certificate).

7. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. CoT shall have right and power to extend 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.

8. MARKET ANALYSIS

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

supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

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

9. PRICING SCHEDULE

2.2 PRICE SCHEDULE

Bid for the supply, delivery and testing of cold water domestic and bulk mechanical water meters and components, over a 3-year period in accordance therewith for the full period of the bid, at the indicated prices as follows:

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimated Quantities	Total Price (inclusive of VAT)	Make and Country of Manufacture
Item A.1 15mm diameter semi-positive type plastic water meter with integral pulse output facility				25 275		
Item A.2. 15mm dia. Semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, terminating in 3/4" female threaded inlet and outlet				20 420		

<p>Item A.2.1</p> <p>15mm dia. Semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, terminating in ¾ inch/20mm nominal diameter female, push-fit fittings (SANS/JASWIC)</p>				20 420		
<p>Item A.3</p> <p>Plastic above ground box, terminating in ¾" female threaded inlet and outlet, pre-fitted with 15mm diameter plastic water meter and/or a flow limiter (flow limiter to be supplied by City of Tshwane)</p>				15 700		
<p>Item A.3.1</p> <p>15mm diameter semi-positive type plastic water meter with integral pulse output facility pre-fitted in plastic above ground box, termination in ¾" or 20mm nominal dia. Female push-fit fittings</p>				15 700		

SIGNATURE OF TENDERER:

PRICE SCHEDULE (CONTD)

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimated Quantities	Total Price (inclusive of VAT)	Make and Country of Manufacture
Item B.1 15mm diameter water meter, threaded (metallic body)				3 520		
Item B.2 20mm diameter water meter, threaded (metallic body)				1 825		
Item B.3 25mm diameter water meter, threaded (metallic body)				1 220		

SIGNATURE OF TENDERER:

PRICE SCHEDULE (CONTD)

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimate d Quantitie s	Total Price (inclusive of VAT)	Make and Country of Manufac ture
Item C.1 40mm diameter Woltmann WP high performance helical vane water meter				3 470		
Item C.1.1 Pre-calibrated measuring insert to fit Item C.1				870		
Item C.1.2 Pre-calibrated measuring insert to fit Item C.1				870		
Item C.2 50mm diameter Woltmann WP high performance helical vane water meter				2 420		
Item C.2.1 Pre-calibrated measuring insert to fit Item C.2				400		
Item C.2.2 Pre-calibrated measuring insert to fit Item C.2				400		

SIGNATURE OF TENDERER:

PRICE SCHEDULE (CONTD)

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimate d Quantitie s	Total Price (inclusive of VAT)	Make and Country of Manufact ure
Item C.3 80mm diameter Woltmann WP high performance helical vane water meter				3 110		
Item C.3.1 Pre-calibrated measuring insert to fit Item C.3				850		
Item C.3.2 Pre-calibrated measuring insert to fit Item C.3				850		
Item C.4 100mm diameter Woltmann WP high performance helical vane water meter				2 650		
Item C.4.1 Pre-calibrated measuring insert to fit Item C.4				520		
Item C.4.2 Pre-calibrated measuring insert to fit Item C.4				520		

Item C.5 150mm diameter Woltmann WP high performance helical vane water meter				125		
Item C.5.1 Pre-calibrated measuring insert to fit Item C.4				20		
Item C.5.2 Pre-calibrated measuring insert to fit Item C.4				20		
Item D.1 80mm diameter Hybrid type Woltmann water meter				1 625		
Item D.1.1 Pre calibrated measuring insert to fit Item D.1				320		
Item D.1.2 Register to fit Item D.1				320		

SIGNATURE OF TENDERER:

PRICE SCHEDULE (CONTD)

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimate d Quantitie s	Total Price (inclusive of VAT)	Make and Country of Manufact ure
Item D.2 100mm diameter Hybrid type Woltmann water meter				700		
Item D.2.1 Pre calibrated measuring insert to fit Item D.2				130		
Item D.2.2 Register to fit Item D.2				130		
Item E.1 50mm diameter compact combination type water meter				2 710		
Item E.1.1 Pre-calibrated complete measuring inserts to fit Sensus Meitwin 50mm diameter combination type water meter				470		
Item E.1.2 Main register to fit Sensus Meitwin 50mm diameter combination type water meter				470		

Item E.1.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 50mm diameter combination water meter				470		
Item E.2 80mm diameter compact combination type water meter				2 985		
Item E.2.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 80mm diameter combination type water meter				770		
Item E.2.2 Main register to fit Sensus Meitwin 80mm diameter combination type water meter				770		

SIGNATURE OF TENDERER:

PRICE SCHEDULE (CONTD)

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimate d Quantitie s	Total Price (inclusive of VAT)	Make and Country of Manufact ure
Item E.2.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 80mm diameter combination water meter				770		
Item E.3 100mm diameter compact combination type water meter				914		
Item E.3.1 Pre-calibrated complete measuring insert to fit Sensus Meitwin 100mm diameter combination type water meter				215		
Item E.3.2 Main register to fit Sensus Meitwin 100mm diameter combination type water meter				215		

Item E.3.3 Pre-calibrated bypass measuring insert to fit Sensus Meitwin 100mm diameter combination water meter				215		
Item E.4 150mm diameter combination type water meter				100		
Item E.4.1 Pre-calibrated main measuring insert to fit Sensus WPVD 150mm diameter combination type water meter				35		
Item E.4.2 Main register to fit Sensus WPVD 150mm diameter combination type water meter				35		
Item E.4.3 Bypass meter to fit Sensus WPVD 150mm diameter combination water meter				35		
Item E.5 Pre-calibrated complete measuring insert to fit Item E.1				470		

SIGNATURE OF TENDERER:

PRICE SCHEDULE (CONTD)

Description	Price each (exclusive of VAT)	VAT	Price each (inclusive of VAT)	Estimate d Quantitie s	Total Price (inclusive of VAT)	Make and Country of Manufact ure
Item F.1 40mm diameter in- line strainer				3 470		
Item F.2 50mm diameter in- line strainer				2 420		
Item F.3 80mm diameter in- line strainer				3 110		
Item F.4 100mm diameter in- line strainer				2 650		
Item F.5 150mm diameter in- line strainer				125		
Item G.1 Standard DZR brass coupling for 15mm water meter				3 520		
Item G.2 Standard DZR brass coupling for 20mm water meter				1 825		

Item G.3 Standard DZR brass coupling for 25mm water meter				1 220		
Item H.1 Testing of a 15mm to 32mm dia. water meter				125		Not applicabl e
Item H.2 Testing of a 40mm to 150mm dia. water meter (excl. combination meters)				75		Not applicabl e
Item H.3 Testing of a 50mm to 150mm dia. Combination water meter				90		Not applicabl e

SIGNATURE OF TENDERER:

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	WS 21 2022/23	CLOSING DATE:	22 February 2023	CLOSING TIME:	10:00am
DESCRIPTION	Tender for the supply, testing, delivery and off-loading of cold domestic and bulk mechanical water meters and components, as and when required, over a period of 3 years				
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)

City of Tshwane Metropolitan Municipality					
Tshwane House					
320 Madiba Street					
Pretoria					
0002					
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]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Peter Ngobeni
CONTACT PERSON	Lukkie N Thobejane-Selowe	TELEPHONE NUMBER	012 358 5824
TELEPHONE NUMBER	012 358 6282	FACSIMILE NUMBER	n/a
FACSIMILE NUMBER	n/a	EMAIL ADDRESS	peterng@tshwane.gov.za
EMAIL ADDRESS	lukkiet3@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, 2017, 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 <input type="checkbox"/> NO <input type="checkbox"/>
3.2	DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.3	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.4	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES <input type="checkbox"/> NO <input type="checkbox"/>
3.5	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES <input type="checkbox"/> NO <input type="checkbox"/>
<p>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.</p>	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder	Bid number
Closing Time	Closing Date

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

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

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

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 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, hareholder²)
 - 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 Bidder

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

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

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

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

.....
.....

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

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

2.2 If yes, provide particulars.

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

3 Has any contract been awarded to you by an organ of state ***YES / NO**
during the past five years, including particulars of any material

non-compliance or dispute concerning the execution of such contract?

3.1 If yes, furnish particulars

.....
.....

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

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

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

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

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

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

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

- 8.1.1. If yes, indicate:

i) What percentage of the contract will be subcontracted%

- ii) The name of the sub-contractor
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:

9.2 VAT number:

9.3 Company registration number:

9.4 TYPE OF COMPANY/ FIRM

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

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

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

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2.The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

Water meters	40%
--------------	-----

2. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. WS 21 2022/23

ISSUED BY: (Procurement Authority / Name of Institution): City of Tshwane
.....

NB

1The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
------------------------------	---

Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d)I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e)I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C 1)	Tender No.	WS 21 2022/23						
(C 2)	Tender description:	Tender for the supply, testing, delivery and off-loading of cold domestic and bulk mechanical water meters and components, as and when required, over a period of 3 years						
(C 3)	Designated product(s):	Water meters						
(C 4)	Tender Authority:							
(C 5)	Tendering Entity name:							
(C 6)	Tender Exchange Rate:	<table style="display: inline-table; vertical-align: middle;"> <tr> <td style="padding-right: 10px;">Pula</td> <td style="border: 1px solid black; width: 40px; height: 40px; display: inline-block;"></td> <td style="padding: 0 10px;">EU</td> <td style="padding: 0 10px;"></td> <td style="padding: 0 10px;">GBP</td> <td style="border: 1px solid black; width: 40px; height: 40px; display: inline-block;"></td> </tr> </table>	Pula		EU		GBP	
Pula		EU		GBP				

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

(C7)

Specified local content %

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

(C20) Total tender value

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

R 0

Signature of tenderer from Annex B

(C21) Total Exempt imported content

R 0

(C22) Total Tender value net of exempt imported content

R 0

(C23) Total content

Imported

R 0

(C24) Total local content

R 0

Date: _____

(C25) Average local content % of tender

--

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.	WS 21 2022/23				
(D2)	Tender description :	Tender for the supply, testing, delivery and off-loading of cold domestic and bulk mechanical water meters and components, as and when required, over a period of 3 years				
(D3)	Designated Products:					
(D4)	Tender Authority:					
(D5)	Tendering Entity name:					
(D6)	Tender Exchange Rate:	Pula		EU		GBP

NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS

A. Exempted imported content

Calculation of imported content

Summary

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempt imported value	
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)	
										(D19) Total exempt imported value		R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

				(D32) Total imported value by tenderer						R 0	
C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
<i>(D33)</i>	<i>(D34)</i>	<i>(D35)</i>	<i>(D36)</i>	<i>(D37)</i>	<i>(D38)</i>	<i>(D39)</i>	<i>(D40)</i>	<i>(D41)</i>	<i>(D42)</i>	<i>(D43)</i>	<i>(D44)</i>
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Summary of payments
Local value of payments
(D51)

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

R 0

Date: _____

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	WS 21 2022/23		NOTE: VAT TO BE EXCLUDED FROM ALL CALCULATIONS
(E2)	Tender description:	Tender for the supply, testing, delivery and off-loading of cold domestic and bulk mechanical water meters and components, as and when required, over a period of 3 years		
(E3)	Designated products:			
(E4)	Tender Authority:			
(E5)	Tendering Entity name:			

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value	% of LC
	(E6)	(E7)	(E8)	

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

CONTRACT FORM: PURCHASE OF GOODS/WORKS

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **WS 21 2022/23** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;

 - (ii) General Conditions of Contract; and

 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

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

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all 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: **WS 21 2022/23**

Tender for the supply, testing, delivery and off-loading of cold domestic and bulk mechanical water meters and components, as and when required, over a period of 3 years

(Bid Number and Description)

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

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

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

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

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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, <ul style="list-style-type: none"> (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; <p>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</p> <p>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.</p>
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.

1

2 **SERVICE LEVEL AGREEMENT**

entered into between

THE CITY OF TSHWANE METROPOLITAN MUNICIPALITY

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

Herein Represented by:

In his capacity as:

(Duly authorised hereto)

AND

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

Herein Represented by:

In his/her capacity as:

(Duly authorised hereto)

3 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 in his capacity as City Manager 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

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

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RECORDAL:

WHEREAS the City requires the supply, testing and delivery of cold domestic and bulk mechanical water meters and components, as and when required, for a 3 (three) year period with effect from or the nearest date thereto;

AND WHEREAS the City wishes to appoint a Service Provider. The Service Provider(s) to supply, test and deliver cold domestic and bulk mechanical water meters to the City of Tshwane.

AND WHEREAS the Service Provider wishes to provide such Services;

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

NOW THEREFORE the Parties have agreed to enter into this Agreement, in terms of which, shall provide the Services in the Service Areas thereof, to the City in accordance with the terms and subject to the conditions of this Agreement:

DEFINITIONS

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

“Agreement” means this Service Level Agreement and shall include the Government Procurement General Conditions of Contract (July 2010) (“GCC”), which is Annexure hereto, 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. This Service Level Agreement shall constitute Special Conditions of Contract as envisaged by clause 1.23 and clause 2 of the GCC;

“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;

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

“Contact Persons” means persons identified by the Parties as persons who are responsible for the execution of the Agreement and whose names are set out in clause 30 and who can be substituted in writing from time to time;

“Contract Price” shall mean the amount reflected as the Contract Price in clause 9 below, and the Appointment Letter dated , and the Payment Schedule attached herewith as Annexure respectively;

“Contract Period” means the Contract Period as reflected in clause 0 below;

“Effective Date” means the date of appointment being or nearest date as per the attached Appointment Letter marked as Annexure.

“Equipment” means the Service Provider’s electric actuators that will be supplied, repair and maintained at City Of Tshwane Water Treatment Plant

“Water meters” means that the Service Provider will supply or test, and deliver water meters to the City in terms of this Agreement;

“**Goods**” shall mean, the electric actuators;

“**Intellectual Property**” means patents, designs, know-how, copyright and trademarks 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 Effective Date or developed after the Effective Date, and includes all further additions and improvements to the Intellectual Property, otherwise pursuant to this Agreement;

“**Month**” means a calendar month;

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

“**Services**” means the services to be provided by the Service Provider to the City in terms of this Agreement as detailed in clause 0 below;

“**Service Provider**” means a private company duly incorporated in accordance with the company laws of the Republic of South Africa with company registration number;

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

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

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

INTERPRETATION

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

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

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

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

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

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

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

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

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

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

In the event of a conflict between this Service Level Agreement and the GCC, this Service Level Agreement shall prevail.

APPOINTMENT

The City hereby appoints the Service Provider, who accepts such appointment, as stated in the Appointment Letter dated , attached herewith as Annexure..... to provide the Services as set out in the Scope of Work attached herewith as Annexure..... and in accordance with the terms and subject to the conditions of this Agreement.

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to:

Formalise and regulate the working relationship between the Parties;

Set out the roles and responsibilities of the Parties; and

Define process and procedures to be followed by the Parties in relation to the Services.

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. Neither Party shall have any authority or power to bind the other Party or to contract in the name of the other Party or create a liability against the other Party in any way or for any purpose.

DURATION

This Agreement shall commence on the Effective Date, and shall subsist for a period of 3 (three) years, unless terminated earlier pursuant to clause 27 below.

CONTACT PERSON

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

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

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

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

Without derogating from the foregoing, should either Party replace a Contact Person for any reason whatsoever, it shall ensure, to the greatest extent possible in the

circumstances, that the suitable period of hand-over and overlap takes place, at its cost, between the new and the encumbered Contact Person.

SCOPE OF GENERAL SERVICES

The Service Provider shall, for the duration of this Agreement, provide the Services set out below:

Supply and delivery of cold domestic and bulk mechanical water meters and components

Collect, test, provide test certificates and deliver the (tested) water meters to the City

PRICE AND PAYMENT

The City shall pay to the Service Provider a Contract Price in the amount, inclusive of VAT as stated in the Appointment Letter, attached herewith as Annexure... and in accordance with the Price Schedule, attached herewith as Annexure

The City shall pay to the Service Provider:

The water meters or component prices that the Service Provider supplies to the City.

The collection, testing, provision of test results/certificates and delivery of the water meters to the City as set out in the price schedule.

The water meters or components price will be paid to the Service Provider in respect of the quantity of water meters or components that the Service Provider supplies to the city.

The water meters and component prices per item, will be fixed and firm for the first 12 (twelve) Months of this Agreement. On each anniversary of the Effective Date, the Service Provider will escalate the water meter and component prices by furnishing the City with at least 30 (thirty) days' written notice of such escalation:

All payments under this Agreement shall be made by electronic funds transfer or other forms of payment as the Parties may agree from time to time, within 30 (thirty)

days after the date of receipt by the City of the Service Provider's valid and undisputed Tax Invoices and month-end statements together with the supporting documentation. A Tax Invoice or an amount on a Tax Invoice will be regarded as "undisputed" or "not in dispute" if the City has not notified the Service Provider in writing within 15 (fifteen) days from the date of receipt of the Tax Invoice of any bona fide dispute that it wishes to raise in respect of the Tax Invoice, or an amount on a Tax Invoice. Should the City timeously notify the Service Provider of a dispute, it shall include in its notice its detailed reasons for such dispute.

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

Where the payment of any valid and undisputed Tax Invoice, or any part of the said Tax Invoice which is not in dispute, is not made by the due date, the Service Provider, without prejudice to any other rights or remedies that the Service Provider has under this Agreement or in law, shall be entitled to:

After furnishing the City with written notice, suspend the Services without incurring any liability of whatever nature until the City has paid all overdue undisputed amounts; and/or

Charge interest on the outstanding amount, at the Bank prime rate of interest in force, for the period from the due date of payment until the outstanding amount is fully paid.

There shall be no interest levied on a Tax Invoice, or an amount thereon, that is in dispute between the Parties.

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

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

Payment will only be deemed to have been effected to the Service Provider once its bankers have confirmed receipt of the payment.

The City shall not be entitled, for any cause whatsoever, to withhold (except in relation to a disputed amount), deduct from or defer any amount due by it to the Service Provider. All payments shall be free of demand, exchange and set off.

To the extent that the payment terms afforded to the City constitute the granting of credit facilities to the City:

The Service Provider reserves the right to suspend or withdraw the City's credit facilities at any time if the City is in default under this Agreement;

The Service Provider reserves the right to reduce or increase the credit limit under the aforesaid credit facilities;

Whatever credit limit is granted to the City will not be deemed to be a limit of the City's indebtedness to the Service Provider under this Agreement.

SERVICE LEVELS

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

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

The Service Provider shall provide suitably qualified and trained employees to provide the Services to the City in terms of this Agreement, and shall allocate, in its discretion employee resources in accordance with the technical skill and knowledge required, provided that any exercise of such discretion by the Service Provider shall not negatively impact on the provision of the Services by the Service Provider to the City.

Amongst others, the Service Provider shall comply with and provide the Services as set out in clause 0 above.

WITHHOLDING OF PERFORMANCE

The Service Provider may not under any circumstances, including, without limitation, non-payment by the City, withhold any Services or Vehicles from the City during the currency of this Agreement, unless it validly terminates this Agreement in terms of clause 26 below.

ACCESS

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

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

The Service Provider adheres to all rules, regulations and instructions applicable at the stores that are notified to the Service Provider in writing with sufficient advance notice so that it can comply with same.

The City shall grant the Service Provider and its employees who perform any aspect of the Services access to the stores or meter shop to deliver or collect water meters or components in terms of this Agreement.

The Service Provider and its employees shall at all time when entering the stores with all rules, laws, regulations and policies of the City which are notified in writing to the Service Provider with sufficient advance notice so that the Service Provider can comply with same.

Notwithstanding any provision to the contrary contained in this Agreement, the Service Provider's obligation to comply with the rules, laws, regulations and policies of the City ("Rules") shall be subject to the following:

The Rules shall at all times be subject to the provisions of this Agreement; and

In the event that the Rules require the Service Provider to take any steps which are not required in terms of law or which do not form part of the Service Provider's normal practice, the City shall reimburse the Service Provider the reasonable costs that it incurs in complying with such Rules.

DELIVERY OF GOODS

The Service Provider will, subject to being given access to the Stores, deliver the water meters and components to the City within 15 (fifteen) Business Days from receipt of the City's written order. If the City requires that the Service Provider first be issued with a written order before it can effect delivery of the water meters or components, the City acknowledges that any delay in issuing the order to the Service Provider will delay delivery of the water meters and in such circumstances, notwithstanding any provision contained in this Agreement to the

contrary, the Service Provider shall not be in breach of or default under this Agreement and the City shall have no claim of any nature against the Service Provider for or arising from such delay and any consequences arising therefrom.

Should the Service Provider be unable to deliver the water meters or components in accordance with clause 0 above, the Service Provider shall inform the City of its inability to deliver the water meters or components, the reason thereof, and shall provide the City with a reasonable alternative delivery date which in any event shall not be more than 15 (fifteen) days from the original delivery date.

A Force Majeure event;

Solely attributable to the default of the Service Provider;

The suspension of deliveries in terms of clause 0 above; or

Upon delivery of the water meters or components by the Service Provider, the City's contact person shall sign the delivery document provided by the Service Provider as acknowledgement of receipt of the supply and services. Such acknowledgement of receipt shall not constitute an acceptance:

That the water meters or components complied with the agreed specifications on the delivery date; and/or

Of any terms and conditions of the delivery document.

DEFECTIVE GOODS / LATENT PRODUCTS

The Service Provider undertakes that:

As at the date of delivery, the water meters or components will comply with the agreed specifications; and

The water meters or components will be free from defects in respect of design, materials and workmanship that may develop under normal use provided that the City follows the Service Provider's specified procedures in respect of the water meters or components and that any damage to the water meters or any maintenance or repairs are not occasioned by the negligence or any act or omission or error of the City, its employees, its contractors or any other Party.

In the event that the City realises that the Goods do not comply with the provisions of clause 0 above, the City shall inform the Service Provider in writing as soon as it becomes aware of same (but not later than 48 (forty eight) hours after it has or should have become aware of same). In respect of:

In respect of the water meters, all water meters found to be malfunctioning within 30 days of installation due to technical faults, such as, bursts on the meter itself, readings hikes of up to 3000KI within a month, will be sent back to the service provider. The Service Provider will investigate the City's complaint and will notify the City of the outcome of its investigation. If the defect to the water meter(s) was caused by the City not having followed the Service Provider's specified procedures in respect of the water meter or as a result of the negligence or any act or omission or error of the City, its employees, its contractors or any other party, the City shall be liable to pay the Service Provider for the investigations or tests performed and charges levied by the Service Provider in respect of the water meters. If the defect to the water meters is as a result of noncompliance, then the Service Provider will be required to replace such meters at its own costs. In all other circumstances, the City will not be liable for these charges.

INSPECTION

The City may at any time during the currency of this Agreement inspect the service levels of the Service Provider in terms of this Agreement.

To enable the City to determine whether the Service Provider has complied with the service levels recorded in this Agreement, the Service Provider shall:

Provide the City with such information directly relating to the Services as it may reasonably require;

Allow the City to inspect and take copies of the records of the Service Provider that relate to the Services;

If necessary, allow the City or its authorised representatives to conduct interviews with those of the Service Provider's employees who are directly involved in performance of the Services, subject to reasonable notice being given to the Service Provider.

The cost of any inspection contemplated in terms of this clause 0 shall be for the account of the City unless the City shows any material irregularity or failure on the part of the Service Provider by way of such inspection.

The foregoing rights of inspection shall be subject to:

The Service Provider being given at least 14 (fourteen) days' prior written notice of such inspection;

The inspection only taking place during the Service Provider's business hours;

The inspection not interfering with the conduct of the Service Provider's business; and

Any information that the City or its representatives have access to by way of such inspection being treated as the Service Provider's confidential information and therefore being subject to the provisions of clause 0 below.

TRAINING

If reasonably required, the Service Provider shall after delivery and installation of the water meters, ensure that the City's nominated employees, from time to time, receive the required and necessary training relating to the nature, purpose and appropriate use of the Goods.

SERVICE PROVIDER'S WARRANTIES, INDEMNITIES AND LIMIT OF LIABILITY

Service Warranties

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

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

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

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

All water meters or components supplied under this Agreement shall comply with SANS/JASWIC standards.

The Service Provider will use and adopt the standards, processes and procedures required under this Agreement;

Ensuring that all applicable laws are observed.

Indemnity

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

Limit of Liability

Notwithstanding any other provision contained herein to the contrary (including, without being limited to, any indemnity or insurance provision):

The total aggregate liability of the Service Provider under or in terms of this Agreement, whether arising in contract, delict or otherwise, shall not exceed the sum of R1 000 000.00 (one million Rand), provided that

this limitation shall not apply to the cost replacing defective water meters or components should the Service Provider be liable for such cost under this Agreement;

The Service Provider shall not be liable to the City or any other party for any indirect, special, consequential or incidental loss or damages, howsoever arising.

THE SERVICE PROVIDER'S PERSONNEL

Liability for Criminal Acts of Employees

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

STATUTORY AND EMPLOYMENT ISSUES

The Service Provider shall comply with all employment legislation

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

The Service Provider warrants further that it will not contravene 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 in respect of the employees who perform the Services, the Service Provider shall, within 10 (ten) days after receipt of such notice, take all steps necessary to remedy such contravention and shall keep the City informed regarding the steps taken and the implementation and the result thereof.

No employment

The Service Provider warrants that none of its personnel shall be regarded as employees of the City. The Service Provider shall assist to defend and bear all reasonable costs in the event that the City is required to defend a claim, whether civil or employment related, in terms of which the Service Provider's personnel claim to be employees of the City by virtue of this Agreement, instituted against it by the Service Provider's personnel. Should the City defend the matter, the Service Provider hereby indemnifies the City against all reasonable costs which may be incurred by or awarded against the City as a consequence of the defence of the claim.

Occupational Health and Safety Act, 1993

The Service Provider shall be responsible for ensuring compliance with all the provisions of the Occupational Health and Safety Act, 1993 and it indemnifies the City against any claim which may arise in respect of such Act by its personnel against the City unless such claim is a consequence of any act or omission by the City, its personnel or its contractors or any other person whose activities it is liable for in law.

SUB-CONTRACTING

No Subcontracting

CONFIDENTIALITY

Each Party acknowledges that all information relating to the other Party, its 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 other Party in respect of its business ("**Confidential Information**"), shall remain confidential and shall not be made known unless the other Party has given written consent to do so.

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

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

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

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

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

INTELLECTUAL PROPERTY RIGHTS

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

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

The Service Provider warrants that no aspect of the Services provided in terms thereof will infringe any Intellectual Property Rights of any third party.

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

In the event the City becomes aware of any such infringement, the Service Provider shall, at its cost, defend the City against any claim that the Services infringe any such third party Intellectual Property Rights, provided that the City gives notice to the Service Provider of such claim and the 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.

Should any claim be made against the City by any third party in terms of clause 22.1 above, the City shall give the Service Provider written notice thereof within 3 (three) days of becoming aware of such claim to enable the Service Provider to take steps to contest it.

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

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

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

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

Withdraw the subject of infringement.

FORCE MAJEURE

For the purposes hereof, Force Majeure shall mean civil strife, riots, insurrection, sabotage, national emergency, acts of war of public enemy, rationing of supplies, strikes, lockout or any industrial action, flood, storm, fire or any other like forces of nature, which event or circumstances are beyond the reasonable control of the Party claiming Force Majeure.

In the event of circumstances arising which the other Party believes constitute a Force Majeure ("the Affected Party") then such Affected Party shall send, within 5 (five) days from the interrupting circumstances, a written notice of the interrupting circumstances specifying the nature and date of commencement of the interrupting event to the other Party. The Parties shall agree, in writing, to

suspend the implementation of this Agreement for a specific period (“Agreed Period”).

In the event that the Force Majeure has continued for more than 30 (thirty) consecutive days and 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 in writing to the other Party.

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.

CESSION AND ASSIGNMENT

Neither Party shall be entitled to cede or assign or transfer in any other way and/or alienate its rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld.

AMENDMENTS TO THE GCC

GCC clause 5.4 is amended by inserting the following at the end thereof:

“The foregoing right of inspection and audit is subject to: (i) the supplier must be given at least 14 days’ prior written notice of such inspection or audit; (ii) the inspection or audit shall only take place during the supplier’s business hours; (iii) the inspection or audit shall not interfere with the conduct of the supplier’s business; and (iv) any information that the purchaser has access to by way of such inspection or audit shall be treated as the supplier’s confidential information.”

GCC clause 7 is deleted in its entirety.

GCC clause 8.7 is amended by inserting the following at the end thereof:

“The foregoing is subject to the supplier being able to conduct its own tests in respect of the rejected goods. If the supplier’s tests indicate that the goods did

not comply with the requirements of the contract, it will credit the purchaser's account for any charges levied in respect of those goods. However if the tests indicate that the goods did comply with the requirements of the contract, then the purchaser will be liable to pay the supplier the charges levied in respect of those goods and the costs of the supplier's testing and the supplier will not be liable to compensate the purchaser for supplies it may have purchased from another party."

GCC clause 9.2 is amended by deleting “, and in any subsequent instructions ordered by the purchaser” from the end thereof.

GCC clause 11.1 is replaced in its entirety with the following:

The purchaser will obtain and maintain suitable insurance to cover the current replacement cost of the Equipment that forms part of the goods for the period that the Equipment is in the possession or under the control of the purchaser. The purchaser shall provide the supplier upon request with proof of such insurance and that the premiums in respect of such insurance are up to date. If the purchaser fails to insure, or adequately insure, the Equipment, it will still be liable to the supplier as provided in the contract in the event that the Equipment is lost and/or damaged and/or destroyed while in its possession or under its control."

GCC clauses 15.1 and 15.2 are deleted in their entirety.

GCC clause 15.4 is amended by inserting “*unless same have been caused by the negligence or any act or omission or error of the purchaser, its employees, its contractors or any other party, in which case the purchaser shall be liable for the supplier's engineering call-outs and costs of repairs, including spare parts for the Equipment*” at the end thereof.

GCC clause 15.5 is replaced in its entirety with the following:

“Subject to GCC clause 8.7 above, if the supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the purchaser will not be liable to pay the supplier the charges that it levies in respect of the defective goods from the supplier's receipt of the purchaser's notification until the supplier has remedied the defects.”

GCC clause 21.2 is amended by replacing the last sentence thereof with the following:

“As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at its discretion either: (i) extend the supplier’s time for performance, in which case the extension shall be ratified by the Parties by amendment of contract; or (ii) cancel the order and source that order from another supplier.”

GCC clauses 21.5 and 21.6 are deleted in their entirety.

GCC clause 22 is deleted in its entirety.

GCC clause 23.1 is replaced in its entirety with the following:

4 *“A party (“**aggrieved party**”), without prejudice to any other remedy for breach of contract, by written notice of default sent to the other party (“**defaulting party**”), may terminate this contract in whole or in part if the defaulting party has engaged in corrupt or fraudulent practices in relation to the conclusion or execution of the contract.”*

GCC clause 23.2 is deleted in its entirety.

GCC clause 28.1(a) is amended by deleting “, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser” from the end thereof.

GCC clause 28.1(b) is deleted in its entirety.

BREACH AND TERMINATION

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 10 (ten) Business Days and should the Defaulting Party fail to remedy the breach within 10 (ten) Business Days after receipt of the notice, the Aggrieved Party shall be entitled, without prejudice to any of its rights under this Agreement or law, to:

Immediately terminate this Agreement in writing and claim damages (which shall include legal costs on an attorney/client scale); or

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

DISPUTES

Save for clause 26 above or any other clause in this Agreement which provides for its own remedy, should any dispute arise between the Parties in respect of or pursuant to this Agreement, including, without limiting the generality of the foregoing, any dispute relating to:

The interpretation of the Agreement;

The performance of any of the terms of the Agreement;

Any of the Parties' rights and obligations;

Any procedure to be followed;

The termination or cancellation or breach of this Agreement; or

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

Within 7 (seven) days of the declaration of such dispute, the Parties representatives or their nominated persons shall meet in the spirit of goodwill and endeavour to resolve the dispute, failing which (and without prejudice to any other alternative dispute resolution to which the Parties may agree, either prior to or concurrently with arbitration) the provisions of this clause 0 shall apply.

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

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

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

In accordance with such formalities and/or procedures as may be settled by the arbitrator and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual

formalities of procedure, pleadings and/or discovery or respect rules of evidence.

If the arbitration is:

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

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

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

Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the arbitration has been demanded, then the arbitrator shall be nominated at the request of either of the Parties, by the president for the time being of the Legal Practice Council, or its successor.

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

The arbitrator may:

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

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

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

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

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

The 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.

Notwithstanding the provisions of clause 0, 28.2, 28.3, 28.4, 28.5, 28.6, and 0 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 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.

A Party that successfully enforces or defends its rights under this Agreement will be entitled to recover its legal costs from the other Party on the scale as between attorney and client, including costs of counsel on brief.

The provisions of this clause 0 are severable from the rest of this Agreement and shall remain in effect even where this Agreement is terminated or cancelled for any reason.

LAWS AND JURISDICTION

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

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

NOTICES AND COMMUNICATIONS

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

THE CITY:

Office of the City Manager
Tshwane House
2nd Floor, Block D
320 Madiba Street
Pretoria, 0001
P O Box 440
Pretoria, 0001
Fax: 086 214 9544
Attention: Siphon Madhlabane
Telephone: 012 358 3994
Email: siphomadh@tshwane.gov.za

THE SERVICE PROVIDER:

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

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

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

Is posted by prepaid registered post to the addressee at the addressee's *domicilium* shall be deemed, until the contrary is proved by the addressee, to have been received on the 10th (tenth) day after the date of posting; or

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

(excluding Saturdays) where it is transmitted outside such business hours.

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

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

GENERAL AND MISCELLANEOUS

SOLE RECORD OF AGREEMENT

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

NO AMENDMENT EXCEPT IN WRITING

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

WAIVERS

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

SURVIVAL OF OBLIGATIONS

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

APPROVALS AND CONSENTS

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

DOCUMENTATION IN ELECTRONIC FORM

The City hereby consents to receiving documents and information including, without being limited to, invoices, credit notes, statements and proof of delivery, from the Service Provider in electronic form, which the City will accept as being the original form of such documents and information.

DISCLOSURE OF INFORMATION

The City hereby consents to information being supplied to the Service Provider by third parties, including credit bureaux, for the purposes of this Agreement and consents to the furnishing and publication of credit and trading information pertaining to it by the Service Provider to such third parties.

EXECUTION

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

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

Signed at _____ on this ____ day of _____ 2021.

THE CITY OF TSHWANE

METROPOLITAN MUNICIPALITY

Duly represented by:

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

Signed at _____ on this ____ day of _____ 2021.

For and on behalf of

Duly represented by:.....

In his capacity as:.....