



BID ERW202104/TNDR-001:THE COLLECTION, TRANSPORTATION, DISTRIBUTION AND MANAGEMENT OF BIOSOLIDS AT ERWAT SITES FOR A PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

COMPULSORY ZOOM VIRTUAL BRIEFING SESSION	A BRIEFING SESSION WILL BE HELD VIRTUALLY ON THURSDAY, 29 JULY 2021 AT 10:30, TO ENSURE ADHERENCE TO COVID19 REGULATIONS. A LINK TO REGISTER FOR THE BRIEFING SESSION WILL BE AVAILABLE ON WWW.ERWAT.CO.ZA.
CLOSING DATE:	FRIDAY 20 AUGUST 2021 AT 12:00
FULL NAME OF BIDDER	
CONTACT PERSON	
TEL NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	
CENTRAL SUPPLIER DATABASE REG. NO	M_____

BIDDERS OFFER: Please note that this is rates based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.



Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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1.1 BID NOTICE: ADVERTISEMENT

Project No.	Project Description	Contact Person	On line Briefing Session Date	Closing Date & Time
ERW202104/TNDR-001	THE COLLECTION, TRANSPORTATION, DISTRIBUTION AND MANAGEMENT OF BIOSOLIDS FOR A PERIOD OF 36 MONTHS ON 'AN AS AND WHEN REQUIRED' BASIS AT ERWAT SITES	Mosima Tele and Phumzile Mdlalose: 011 929 7000	A BRIEFING SESSION WILL BE HELD VIRTUALLY ON 29 JULY 2021 AT 10:30, TO ENSURE ADHERENCE TO COVID19 REGULATIONS.	FRIDAY 20 AUGUST 2021 AT 12:00
Briefing Session Zoom link: https://erwat-za.zoom.us/meeting/register/tJMrdeGpqDsuHtanboBkaQEP8qQTjkBnvgzl				

BID documents may be purchased at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park at a non-refundable fee of **R250** including VAT per BID document during office hours from 08h00 -13h00 and 14h00 -16h00 weekdays.

To ensure adherence to Covid19 regulations a compulsory briefing session (clarification meeting) with the representative of the employer will be held on Thursday 29 July at 10:30, VIA VIRTUAL ZOOM MEETING (Registration will be required)

Zoom link: <https://erwat-za.zoom.us/meeting/register/tJMrdeGpqDsuHtanboBkaQEP8qQTjkBnvgzl>

Bidders are encouraged to collect bidding documents well in advance before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with timeously. In the event that changes may be required to the scope based on queries raised, an addendum to this effect will be mailed to all bidders who attended the compulsory briefing session. Kindly contact Mrs Mdlalose P via e-mail: publictenders@erwat.co.za for access to the bid document. Bids may be purchased from the SCM unit during 10:00 and 14:00 weekdays.

No fees are payable for bid documents mailed to or downloaded by the prospective bidders from the reliable sources. Kindly note that in the event that a tender document is e-mailed or downloaded, the bidder accepts the responsibility to print all the pages and documents relating to the tender, to complete such comprehensively and submit the full document with supporting documents in the tender boxes as set out below. Failure to submit the full document will render your bid invalid and non-compliant and will not be accepted or considered for evaluation.

All tender documents must be submitted on the official forms – (**not to be re-typed**). Bid documents completed in ink must be place in a sealed envelope clearly marked: BID **ERW202104/TNDR-001**: and must be placed in the correct Tender Box situated at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park, not later than **12h00 on FRIDAY 20 AUGUST 2021** at which hour and date the BIDS will be opened in public. BIDS shall remain valid for the period of days as indicated in the bid document from date of closing.

All SCM related Enquiries shall be addressed to: Ms Phumzile Mdlalose/Nkosinathi Nhlapo at 011 929 7115 or publictenders@erwat.co.za . All Technical Enquiries shall be addressed to: Ms. Mosima Tele at 011 929 7085 / mosima.tele@erwat.co.za Ms Vanessa Baloyi at 011 206 8937/ vanessa.baloyi@erwat.co.za . Kindly CC the other party in all correspondence.

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Employer

Witness 1

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Bids will be evaluated in terms of ERWAT's Supply Chain Management Policy, the MFMA SCM Regulations, the Preferential Procurement Policy Framework Act and its Regulations, 2017, the General Condition of Contract (GCC) and, if applicable, any other special conditions of contract.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 44 of the Local Government: Municipal Supply Chain Management Regulations).

ERWAT accepts no responsibility for bidders accessing the tender notices from other sites/sources other than the newspapers used, its website (www.erwat.co.za/procurement) and the National Treasury's e-tender portal (www.etenders.gov.za).

Monday 19 July 2021 (date of ad on the website and advertised)

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Witness 2



SECTION 1: ADMINISTRATIVE COMPLIANCE

LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a Tender offer unresponsive.
2. Bidders shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a Bidder. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that Bidder to induce the contract. In such event the Employer has the discretionary right to terminate the contract.
4. **The Bidder must complete and sign the following returnable Schedules:**

Failure to comply with these requirements may render the tender liable for disqualification.

	Please ensure that the following supporting documents are attached to your Bid Document. Failure to submit the below mentioned documents will result in disqualification of your bid.	To be completed by the Bidder: Please fill in Yes or No if proof and/or documents are attached	For Office Use Only Verified by SCM Official: Please fill in Yes or No if proof and/or document is attached
MBD 1	Invitation To Bid		
MBD 2	Tax Clearance Requirements		
MBD 3.2	Pricing Structure: Non-Firm Prices		
MBD 4	Declaration Of Interest		
MBD 5	Declaration Of Procurement Above R10 Million		
MBD 6.1	Preference Schedule		
MBD 7.1	Contract Form: Purchase Of Goods/Services		
	Part 1: To Be Completed By The Bidder		
	Part 2: To Be Completed By ERWAT		

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Witness 2

Employer

Witness 1

Witness 2

MBD 8	Declaration Of Bidder's Past Supply Chain Management Practices		
MBD 9	Certificate Of Independent Bid Determination		
FORM A	MUNICIPAL SERVICES, RATES AND TAXES OR RENTAL AGREEMENT WITH LANDLORD: Copy of Municipal Statement not older than 3 months before date of closing of bid OR Letter from landlord stating that you are renting from his/her property OR a Copy of Lease agreement and Contact details. Rates and taxes must not be in arrears for longer than 90 (ninety) days of date of closing of bid.		
FORM B	National Treasury Centralised Supplier Database		
FORM C	Authority Of Signatory		
FORM D	Financial References /Bidder's Credit Rating And Bank Details		
FORM E	Record Of Addenda To Tender Documents		
FORM F	Certificate Of Authority For Signatory To Agreement In Terms Of Occupational Health And Safety Act, 1993 (Act No 85 Of 1993)		
FORM G	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT		
FORM H	Certified Copy of ID documents of owners/members/shareholders (see Bidders Information Section).		
FORM I	Current Certificate of Good Standing from Compensation Commissioner		
FORM J	Program of Works/Services		
FORM K	Expertise of the Key Personnel		
FORM L	Adherence with applicable regulatory provisions		
FORM M	Letter of intent to submit Third Party Liability Insurance and All risk Suppliers insurance to cover this contract		
FORM N	Copy of Company Registration Documents		
FORM O	Audited Financial Statements for the past three financial years on contracts over R10 m value		
FORM P	REG 4: Sub-contracting as condition of tender for a contract Below R30 million		

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Witness 1

Witness 2

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE SUPPLY, THE COLLECTION, TRANSPORTATION, DISTRIBUTION AND MANAGEMENT OF BIOSOLIDS AT ERWAT SITES FOR A PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

BID NUMBER: ERW202104/TNDR-001

CLOSING DATE: FRIDAY 20 AUGUST 2021

TIME: 12:00

The successful bidder will be required to fill in and sign a written Contract Form (MBD7).

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked "**CONTRACT NO: ERW202104/TNDR-001**" to be placed in Tender Box at ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.

Bidders should ensure that bids are in the tender box at the closing time and date, including couriered documents. Any late documents will not be accepted for consideration.

The box is generally open during office hours: 07:00 – 17:00 MONDAY to FRIDAY.

N.B.: Bidders must ensure that they submit the full bidding document with all the pages, all requested information completed and signed, including all supporting documents in the areas provided.

All bids must be submitted on the official forms – (not to be re-typed). Failure to complete the document in full may result in disqualification.

Bids completed in pencil, re-typed or where correction tape/fluid is used will be regarded as invalid bids.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

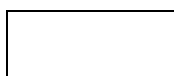
1. Relevant specifications and technical proposals
2. Value for money
3. Capability to execute the contract
4. PPPFA & related regulations (including BBBEE)
5. Standard conditions of bidding
6. Special conditions of contract
7. General conditions of contract
8. Supporting documents where required

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

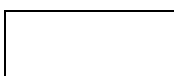
**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



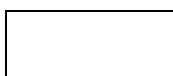
Supplier



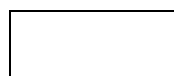
Witness 1



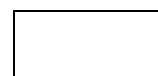
Witness 2



Employer



Witness 1



Witness 2

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

NAME OF ENTERPRISE							
PHYSICAL ADDRESS:							
POSTAL ADDRESS:							
CONTACT PERSON							
TEL NO: _____		CELL NO: _____					
FAX NO: _____		EMAIL: _____					
COMPANY REGISTRATION NUMBER:							
VAT NUMBER:				TAX REF NUMBER:			
CENTRALISED SUPPLIER DATABASE (CSD) NUMBER:							
ERWAT VENDOR NUMBER (NOT COMPULSORY):							
BIDDERS OFFER: Please note that this is rates based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.							
TOTAL NUMBER OF ITEMS OFFERED							
* PREFERENCE POINTS CLAIMED AS PER FORM MBD6.1		B-BBEE RATING [LEVEL ____]		VALID B-BBEE CERTIFICATE ATTACHED		Yes	No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?				Yes	No		
DISABLED [____%]		WOMEN [____%]		YOUTH [____%]			

****IF YES, WHO WAS THE CERTIFICATE ISSUED BY?***

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN
NATIONAL ACCREDITATION SYSTEM (SANAS)
A REGISTERED AUDITOR
A SWORN AFFIDAVIT
(tick applicable block)

☐
☐
☐
☐

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (SEE MBD6.1) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

NAME AND SURNAME: _____

SIGNATURE OF BIDDER: _____

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Witness 2

Employer

Witness 1

Witness 2

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

DATE: _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE AND TECHNICAL INFORMATION MAY BE DIRECTED TO:

SUPPLY CHAIN BIDDING PROCEDURES:

CONTACT PERSON: Phumzile Mdlalose

CONTACT DETAILS: (TEL) 011 929 7000

E-MAIL: publictenders@erwat.co.za

TECHNICAL QUERIES MAY BE DIRECTED TO:

CONTACT PERSON: Mosima Tele

CONTACT DETAILS: (TEL) 011 929 7000

E-MAIL: Mosima.tele@erwat.co.za

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

NEED A TAX CLEARANCE? GO ONLINE

- Electronically request your Tax Compliance Status which will include a unique PIN which you can provide to any third party (if requested) to enable them to verify your tax compliance status online via e-Filing.
- Request a TCC via e-filing which will give you the option to print the TCC.
- Or request a TCC at a SARS branch where a SARS agent will be able to print or e-mail the TCC to you.
- To register for e-filing go to: www.sarsefiling.co.za

A tax compliant status is a holistic view of your tax compliance level across all your registered tax types.

Is your tax compliance status green?

- Ensure all tax returns are submitted
- No outstanding debt owed to SARS
- SARS has been notified of any change of residential or business address
- Your business is registered for all required tax types e.g. PAYE, VAT, income tax.

Check your tax compliance status by logging onto your e-filing profile and viewing your "my compliance Profile" and rectify any non-compliance

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

THIRD PARTY AUTHORISATION TO VIEW BIDDER TCS:

To assist with the evaluation process of your bid we require your consent to check your SARS tax compliance via e-filing. Kindly complete the table below authorising ERWAT to check TCC for tender purposes only.

TCS Details	
Tax payer name	
Trading Name	
Purpose of request	TENDER
Request Reference number	
PIN	
PIN EXPIRY DATE	

Note: Bidders may attach their Tax compliance status printout to the bidding document.

I, _____ in my capacity as _____ duly appointed as authorised signatory holder, hereby grant **ERWAT** permission to check the TCC status of _____ and it is duly understood that the search is for tender purposes only.

NAME AND SURNAME

DESIGNATION

DATE

SIGNATURE

FOR ERWAT OFFICE USE ONLY:
VERIFIED ☐ YES / ☐ NO

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.2

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 e.g. 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 USD Dated: CLOSING DATE OF TENDER
 Index: ZAR Dated: CLOSING DATE OF TENDER
 Index: EURO Dated: CLOSING DATE OF TENDER
 Index: Other _____ Dated: CLOSING DATE OF TENDER

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. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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Witness 1

Witness 2

MBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

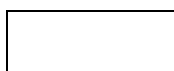
1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

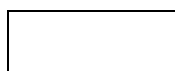
PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

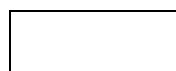
Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

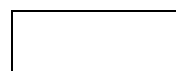
AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

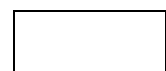

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Witness 1


Witness 2

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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. A Person who is an advisor or consultant contracted with the municipality.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.1 Full Name of bidder or his or her representative: _____

4.2 Identity Number:

--	--	--	--	--	--	--	--	--	--	--	--	--

4.3 Position occupied in the Company (director, trustee, shareholder²):

4.4 Company Registration Number: _____

4.5 Tax Reference Number: _____

4.6 VAT Registration Number: _____

4.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 5 below.

4.8 Are you presently in the service of the state? **YES / NO**
If so, furnish particulars.

4.9 Have you been in the service of the state for the past twelve months? **YES / NO**
If so, furnish particulars.

4.10 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

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Witness 1

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If so, furnish particulars.

- 4.11 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

If so, furnish particulars.

- 4.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

- 4.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES / NO

If so, furnish particulars.

- 4.14 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

If so, furnish particulars.

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Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

FULL NAME	IDENTITY NUMBER	STATE EMPLOYEE NUMBER

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

- (a) A member of –
 - any municipal council/entity;
 - any provincial legislature; or
 - 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.

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

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 5

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:

** Delete if not applicable*

1 Are you by law required to prepare annual financial statements for auditing?

***YES/NO**

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

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

***YES/NO**

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

2.2 If yes, provide particulars.

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

***YES/ NO**

3.1 If yes, furnish particulars

2 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**

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1 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

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 6.1

**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 below R50 000 000 (all applicable taxes included).
- 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 not exceed R50 000 000 (all applicable taxes included) and 80/20 preference point system shall be applicable to this tender.

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

3. **POINTS AWARDED FOR PRICE**

3.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

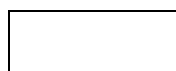
A maximum of 80 points is allocated for price on the following basis:

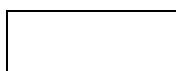
$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

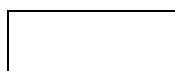
Where:

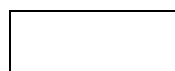
Ps = Points scored for comparative price of bid under consideration
 Pt = Comparative price of bid under consideration
 Pmin = Comparative price of lowest acceptable bid

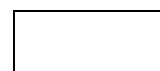

Supplier


Witness 1


Witness 2


Employer


Witness 1


Witness 2

4. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Kindly tick the applicable level and points
1	20	
2	18	
3	14	
4	12	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor	0	

5. **BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

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

YES		NO	
-----	--	----	--

(Tick applicable box)

- 7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted _____%?

ii) The name of the sub-Supplier _____

iii) The B-BBEE status level of the sub-Supplier _____

iv) Whether the sub-Supplier is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

--

Supplier

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

7.1.2 BIDDERS DECLARATION FOR CONFORMING TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:

NO.	ADVANCE DESIGNATED GROUPS	BEE ACCREDITATION	SIGNATURE
1	an EME or QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: _____

8.2 VAT registration number _____

8.3 Company registration number: _____

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

8.8 Total number of years the company/firm has been in business: _____

8.9 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 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the Supplier may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or Supplier, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES:

1. _____

2. _____

DATE: _____

<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> SIGNATURE(S) OF BIDDER(S)
ADDRESS: _____ _____ _____

--

Supplier

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

**NB – BIDDERS MUST TAKE NOTE THAT ERWAT ONLY
ACCEPTS THE FOLLOWING FORMATS OF SWORN
AFFIDAVIT FOR EME's OR QSE's WHERE YOUR ANNUAL
TURNOVER IS LESS THAN R10 MILLION.**

**NO SWORN AFFIDAVITS WILL BE ACCEPTED WHERE A
BEE CERTIFICATE HAS BEEN ISSUED TO A BIDDER.**

**WHERE A BEE CERTIFICATE AND SWORN AFFIDAVIT HAS
BEEN ATTACHED, THE ORIGINAL OR CERTIFIED BEE
CERTIFICATE WILL TAKE PRESENDECE AND POINTS
WILL BE AWARDED BASED ON THE CERTIFICATE ONLY.**

**Please note that that the form is completed only once
annually, as the certificate is valid for a period of one year
from date of signature of affidavit.**

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART A - SWORN AFFIDAVIT: B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths Signature & Stamp: _____

COMMISSIONER OF OATHS STAMP

Supplier	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART B - SWORN AFFIDAVIT: B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

2.1.1 The contents of this statement are to the best of my knowledge a true reflection of the facts.

2.1.2 I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

2.1.3 I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (Fifty Million Rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) **(select one)** _____ of the DTI Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%.	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B- BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by Commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths Signature & Stamp: _____

COMMISSIONER OF OATHS STAMP

<div></div> Supplier	<div></div> Witness 1	<div></div> Witness 2	<div></div> Employer	<div></div> Witness 1	<div></div> Witness 2
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MBD 8

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 company's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 company / 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 IS TRUE AND CORRECT.

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

SIGNATURE ON BEHALF OF BIDDER

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 9

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 *per 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:

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID: ERW202104/TNDR-001: THE COLLECTION, TRANSPORTATION, DISTRIBUTION AND MANAGEMENT OF BIOSOLIDS AT ERWAT SITES FOR A PERIOD OF 36 MONTHS ON 'AN AS AND WHEN REQUIRED' BASIS

in response to the invitation for the bid made by: **EKUHRULENI WATER CARE COMPANY (ERWAT)** do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM A

**MUNICIPAL SERVICES, RATES AND TAXES CLEARANCE CERTIFICATE FOR SUPPLY CHAIN
MANAGEMENT PURPOSE**

The purpose of this form is to obtain prove that municipal services, rates and taxes of the service provider are **not more than three months in arrears** with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business. Kindly attach the latest municipal rates and taxes account not older than 3 months from date of advertising of bid.

Where bidders are not owners of a property and cannot submit a copy of the municipal account, the following must be completed together with a Rental/lease agreement:

(TO BE COMPLETED BY THE LANDLORD)		
Name of the Landlord:		
Property Physical Address:		
Please tick below	Yes	No
Rental: in arrears for more than 3 months		
Municipal services: in arrears for more than 3 months		
Landlord Signature:		
Date: _____		
Landlord's business stamp here (where applicable)		

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM B

**CONFIRMATION OF REGISTRATION ON NATIONAL TREASURY CENTRALISED SUPPLIER
DATABASE**

CONFIRMATION OF CSD VENDOR INFORMATION		
1	VENDOR NAME	
2	CSD APPROVED NUMBER	M_____
3	COMPANY REG NUMBER	
4	COMPANY TAX NUMBER	
5	COMPANY VAT NUMBER	
6	COMPANY BEE LEVEL	
7	CONTACT PERSON	
8	OFFICE TEL. NUMBER	
9	OFFICE FAX NUMBER	
10	E-MAIL ADDRESS	
11	CELL NUMBER	

I, _____ in my capacity as _____ being the
authorized signatory, hereby declare that the above information is true and correct.

AUTHORISED SIGNATORY DESIGNATION

NAME AND SURNAME

RESOLUTION DATE: AUTHORISED SIGNATORY APPOINTMENT

SIGNATURE

DATE

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C

AUTHORITY OF SIGNATORY TO SIGN BIDS

The bid shall be signed by a person duly authorised thereto and the following is applicable:

Company: A resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.

Close Corporation: A resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.

Partnership: All the partners shall sign the documents unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the bid.

Joint Venture: Should two or more firms jointly submit a bid, the bid shall be accompanied by the document of establishment of the joint venture, duly registered and authenticated by a notary public or other official deputed to witness sworn statements, which defines the conditions under which the joint venture will function, the period of duration, the persons authorised to represent the Joint Venture and who are obligated thereby, the participation of the several firms forming the joint venture, and well as any other information necessary to permit a full appraisal of its functioning.

One Man Concern: This shall be clearly stated and all documents shall be signed accordingly.

Details of person responsible for Bid Document process:

Name :

Contact number :

Office address :

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on *(date)* _____

Prof./Dr/Mr/Ms _____

has been duly authorized to sign all documents in connection with the Bid Document for Contract Number
_____ and any Contract which may arise there from on

behalf of _____
(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY _____

IN HIS CAPACITY AS _____

DATE _____

FULL NAMES OF SIGNATORY _____

AS WITNESSES: 1. _____
 2. _____

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**PRO-FORMA FOR JOINT VENTURES:
Certificate of Authority for Joint Ventures**

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

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

N.B.: THE DULY SIGNED AND DATED ORIGINAL OR CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY LETTERHEAD SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D

**FINANCIAL REFERENCES/ BIDDERS'S CREDIT RATING AND DETAILS OF BIDDERS BANKING
INFORMATION**

Notes to Bidder:

1. The Bidder shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the Bid Document submission shall render the Bidder's offer unresponsive.
2. The Bidder's banking details as they appear below shall be completed.
3. In the event that the Bidder is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:									
ACCOUNT NAME: (e.g. ABC Civil Construction cc)									
ACCOUNT TYPE: (e.g. Savings, Cheque etc.)									
ACCOUNT NO:									
ADDRESS OF BANK:									
CONTACT PERSON:									
TEL. NO. OF BANK / CONTACT:									
How long has this account been in existence:	<table border="1"> <tr> <td>0-6 months</td> <td></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table> <p>(Tick which is appropriate)</p>	0-6 months		7-12 months		13-24 months		More than 24 months	
0-6 months									
7-12 months									
13-24 months									
More than 24 months									

Signature on behalf of Bidder

N.B.: ORIGINAL LETTER FROM BANK OR BANK STATEMENT (NOT OLDER THAN THREE MONTHS) SHOULD BE INCLUDED IN THE RETURNABLE DOCUMENTS PACK.

--

Supplier

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this BID DOCUMENT offer, amending the BID DOCUMENT documents, have been taken into account in this BID DOCUMENT offer:

	Date	Title of Details

SIGNATURE ON BEHALF OF BIDDER

SupplierWitness 1Witness 2EmployerWitness 1Witness 2

FORM F

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Supplier in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the board of directors.

By resolution of the board of directors passed at a meeting held on _____ 20 _____,

Mr//Ms _____ whose signature

appears below, has been duly authorised to sign the AGREEMENT IN TERMS OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY : _____

IN HIS/HER CAPACITY AS : _____

DATE : _____

SIGNATURE OF SIGNATORY : _____

WITNESS: _____ **WITNESS:** _____

NAME (in capitals): _____ **NAME:** _____

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT /PLAN (WHERE APPLICABLE)

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H

CERTIFIED COPY OF ID DOCUMENT/S OF OWNERS/MEMBERS/SHAREHOLDERS

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I

CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSAION COMMISSIONER

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J

PROGRAMME OF WORKS

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K

EXPECTIES OF KEY PERSONNEL

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L

ADHERENCE WITH APPLICABLE REGULATORY PROVISIONS

Bidders are required to adhere to all occupational health and safety, road, transport and other applicable legislation throughout the contract period.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M

**LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK SUPPLIERS
INSURANCE TO COVER THIS CONTRACT**

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM N

COPY OF COMPANY REGISTRATION DOCUMENTS

1. **For Closed Corporations**

CK1 or CK2 or CK9 as applicable (Founding Statement).

2. **For Companies:**

- A letter from the auditors confirming shareholding percentages or
- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- The shareholders' register.

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One-person Business / Sole trader/Sole Proprietor**

- Certified Copy of ID

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O

AUDITED FINANCIAL STATEMENTS FOR THE PAST THREE YEARS FOR BIDS WHERE THE THRESHOLD EXCEEDS R10 MILLIION

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM P (PPPFA - REG 4)

PRE-QUALIFYING CONDITION OF TENDER BELOW R30 MILLION

Regulation 4 of the Preferential Procurement Policy Act, 2000 (Act 5 of 2000) – Preferential Procurement Regulations, 2017 provides the following:

1. Pre-qualification criteria for preferential procurement:

“4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) *a tenderer having a stipulated minimum B-BBEE status level of contributor;*
- (b) *an EME or QSE;*
- (c) *a tenderer subcontracting a minimum of 30% to-*
 - (i) *an EME or QSE which is at least 51% owned by black people;*
 - (ii) *an EME or QSE which is at least 51% owned by black people who are youth;*
 - (iii) *an EME or QSE which is at least 51% owned by black people who are women;*
 - (iv) *an EME or QSE which is at least 51% owned by black people with disabilities;*
 - (v) *an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;*
 - (vi) *a cooperative which is at least 51% owned by black people;*
 - (vii) *an EME or QSE which is at least 51% owned by black people who are military veterans;*
 - (viii) *an EME or QSE.*

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.”

2. Bidders attention is drawn to the definitions applicable to this section as set out in the MBD 6.1 form.

3. BIDDERS DECLARATION FOR CONFORMING TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:

NO.	ADVANCE DESIGNATED GROUPS	BEE ACCREDITATION	SIGNATURE
1	<i>an EME or QSE</i>		

4. DETAILS OF THE SUB-CONTRACTING PARTY:

- Name of the sub-Supplier: _____
- Sub-contracting company registration number: _____
- Rates and taxes not older than 3 months attached: **Yes/No**
- MBD 4 of contracting party attached: **Yes/No**

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- BBEE Level: _____ (Certified or original to be attached)
- CSD number: MAAA_____

5. LIST OF NATIONAL TREASURY ACCREDITED SUPPLIERS:

A list of all suppliers registered on a database approved by the National Treasury is available from National Treasury's Centralised Supplier Database at: www.csd.org.za.

Kindly contact the Supply Chain Unit should you require any assistance relating to the extraction of the data.

6. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the advanced designated groups claimed, based on the B-BBE status level of contribution indicated above 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. In the event of a contract being awarded as a result of advanced designated groups claimed as shown in paragraph 3, the Supplier may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iii. If the B-BBE status level of the advanced designated groups 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 Supplier, 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. _____

DATE: _____

SIGNATURE(S) OF BIDDER(S)

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 2 – SCOPE OF WORKS AND PRICING

DESCRIPTION		BIDDER TO CONFIRM THAT ALL PAGES COMPLETED SIGNED: YES/NO	FOR OFFICE USE ONLY VERIFIED BY SCM OFFICIAL: YES/NO
2.1	SCOPE OF WORKS/SPECIFICATIONS		
2.2	EVALUATION CRITERIA		
2.3	PRICING SCHEDULE/BILL OF QUANTITIES		
2.4	LIST OF IMPORTED ITEMS		
2.5	ALTERNATIVES OFFERED		
2.6	SITE INFORMATION		
2.7	ANNEXURES		

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TECHNICAL SPECIFICATION SCOPE OF WORKS FOR BID ERW202104/TNDR001: THE COLLECTION, TRANSPORTATION, DISTRIBUTION AND MANAGEMENT OF BIOSOLIDS AT ERWAT SITES FOR A PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

2.1 SCOPE OF WORKS/SPECIFICATIONS

2.1.1 BACKGROUND

Ekurhuleni Water Care Company (ERWAT) operates and manage water care works in the City of Ekurhuleni, Lesedi and Midvaal Municipalities. One of the processes involved in wastewater care works is the dewatering system which produce sludge (biosolids) that need to be transported to different farms around ERWATs area of operation. The sludge produced is classed as per South African Sludge Management Guidelines.

ERWAT require Service Providers for the collection, transportation, distribution, and management of biosolids at ERWAT Sites for a period of 36 months on as and when required basis.

The monthly quantity of sludge/bio-solids expected to be produced on an average is approximately as per Table 2.1.1 below. Note this figure is only an estimate and is supplied for information only. ERWAT does not guarantee any quantity.

Table 2.1.1: Estimated quantities for information

Plant	Drainage District	Municipality	Estimated sludge transported per month (wet tons)
Olifantsfontein WCW	DD3	City of Ekurhuleni	± 5000 tons
Welgedacht WCW	DD4	City of Ekurhuleni	± 1680 tons

NB: $1m^3 = 1ton$ therefore one truck load = $40m^3$ (40 tons)

* ***Bidders should note that the above estimated quantities per month should not be interpreted as the total or sub-total in any way and does not limit the quantities that may be produced in terms of this contract. Note that units m^3 and ton may be used alternatively in the document.***

Table 2.1.2: Current sludge classification results for information

Plant	Drainage District	Municipality	Classification results
Olifantsfontein WCW	DD3	City of Ekurhuleni	B3a & A3a
Welgedacht WCW	DD4	City of Ekurhuleni	B1a

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Table 2.1.3: ERWAT Sites, Physical Address and Coordinates

NO	PLANT	ADDRESS	South Coordinates	East Coordinates
1	Olifantsfontein WCW and workshop	Keramiek Road, Olifantsfontein	26° 56' 32.62"	28° 12' 58.43"
2	Welgedacht WCW	1 Carnation Road, Welgedacht A-Holdings, Springs	26° 11' 30.50"	28° 28' 26.04"

Olifantsfontein and Welgedacht WCWs are currently the only plants that use the service and this could change over time and include more or less plants depending on ERWATs operational needs.

NB: Olifantsfontein WCW shall be serviced on a full time basis (365 days per year) and the other plants will use the service on an as and when required basis.

2.1.3 SCOPE OF WORK

The scope of work covers the collection, transportation, distribution and management of bio-solids at ERWAT sites for a period of 36 months on as and when required basis which include Sundays and Public Holidays.

2.1.4. INFORMATION TO BIDDERS FOR NOTING

The sludge that needs to be loaded and transported to private farms or alternative locations will vary from month to month. Average mass of ±360 dry tons to ±960 dry tons per month, at a % total solids (TS) concentration varying from about 10% to 25%. The mass and solids concentrations cannot be guaranteed and large variations can and do occur due to seasonal, scheduled, and unscheduled equipment shut-downs or process incidents.

The contractor will have no control on the availability or characteristics of bio solids, but will be required to schedule truck deliveries and management functions according to the bio solids, the ERWAT site, and agricultural land conditions.

NB: Bidder should note that during the rainy season the trucks transporting the Bio-solids may experience difficulty gaining access to farms due to wet and slippery roads.

2.1.5 GENERAL REQUIREMENTS

2.1.5.1 The contract consists of the provision of the enclosed side tipper trucks, TLB, drivers, managers and resources for on and off-road duties, to plan, collect, load, transport, and distribute dewatered bio-solids from a number of locations in ERWAT Sites to different farms around Babsfontein area.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.1.5.2 The trucks shall have non-leaking side tippers with a certified volumetric loading capacity of at least 45 m³ each. This ensures limited truck traffic on the ERWAT site(s), on public and private roads, as well as at disposal locations. The truck shall load a maximum of 40 m³, to ensure a freeboard and a sufficient safety margin to prevent sludge spillages.
- 2.1.5.3 The contractor will also be required to provide an appropriate loading vehicle (hereafter referred to as a TLB (Tractor-Loader-Backhoe) to move, transfer, collect and load bio solids into the trucks according to the duties set out in this specification. The TLB shall have a four-wheel drive (4WD) capability. The capacity of the TLB loader bucket should be a minimum of 1.5m³. The TLB must be able to perform additional scheduled and unscheduled, ad hoc, and emergency duties on and off-site, as set out in this specification. The availability, compatibility and performance of the TLB for all required duties are the responsibility of the Contractor.
- 2.1.5.4 The contractor to ensure that a TLB and 2x 45m³ side tipper trucks are available 365 days (daily) in a year at Olifantsfontein WCW and Welgedacht WCW will be serviced on an as and when required basis
- 2.1.5.5 Side tipper trucks and the TLB must not be older than a 2010-year model. All vehicles and trailers must be roadworthy.
- 2.1.5.6 The capacity of the side tippers must be certified, preferably not less than 45 tons/m³, to indicate the total and working volume. The working volume will be indicated with a visible line, to ensure all tipper loads billed can be verified.
- 2.1.5.7 Bidders must state on the Minimum Contract Requirement the type of vehicles / chassis combination offered. The Contractor is required to supply to ERWAT details of any changes in vehicles used during the contract period, subject to written approval by the ERWAT Representative.
- 2.1.5.8 The bidder must make all stated vehicles to be used during this contract available to ERWAT for a physical inspection and verification, prior to the awarding of the contract. The inspection date and time will be determined by ERWAT.
- 2.1.5.9 ERWAT will have the right to condemn any vehicle not suitable or not complying and request the Contractor to replace the truck within 24 hrs
- 2.1.5.10 The variable characteristics of bio solids can create abnormal operational conditions, and the Contractor must consider the following in costing:

Of specific concern is that the bio-solids create corrosive and abrasive conditions, due to the wet, acidic environment, and certain materials show accelerated rate of wear (e.g. tyres of a TLB could last only half the usual operational period due to the nature of the bio-solids storage area cement surface, some exposed metal parts corrode at accelerated rates, etc.).

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1.6 **SERVICE DESCRIPTION**

2.1.6.1 Enclosed side tipper trucks will be loaded with bio-solids by an appropriate TLB.

2.1.6.2 The bio-solids need to be transported via public and private roads and be off-loaded at suitable and approved sites, in appropriate stock pile arrangement to ensure access for the farmers, on any of the private farms within an average 10-70 km radius from each ERWAT site. More than one disposal site can exist per farm. Alternative loading sites and additional disposal sites can be included in this contract, as and when required by ERWAT.

2.1.7 **CONTRACTORS MANAGEMENT TEAM**

Bidders must have contract management team comprising of:

- a. Manager
- b. Truck drivers
- c. TLB driver
- d. Cleaning team and
- e. Maintenance team

The team shall have the capacity to adhere to related regulations and guidelines of bio solids handling (guidelines for the handling and disposal of sludge used for agricultural purpose) and ensure that they have a **High pressure washing unit** onsite for the purpose of cleaning and washing of trucks.

The location of the Contractors offices, workshop, and vehicle depot should preferably be located within ERWAT Area of operation to ensure that the necessary assistance can be provided within short period of time during breakdowns / incidents.

2.1.8 **INSURANCE AND INDEMNIFICATION**

2.1.8.1 In addition to any insurance required to be held by the Contractor in terms of the "Workmen's Compensation Act of 1941" the Contractor must be fully insured against all accidents, loss or damage arising out of the condition of operation of the vehicles or execution of any work, including all third party risks.

2.1.8.2 The Contractor hereby indemnifies, and agrees to keep indemnified throughout the period of the contract, ERWAT against all claims by third parties or the Contractor's own employees, resulting from the operations carried out by the Contractor under this contract.

2.1.8.3 A letter from the Workmen's Compensation Commissioner, certifying that the Contractor is in good standing with the Accident Fund, and documentary proof of insurance as required above having been taken out by the Contractor, must be furnished within 21 days of the date of notification of acceptance of the tender. Proof of renewal or extension of insurance cover must be furnished by the Contractor whenever required by ERWAT.

2.1.8.4 The Contractor shall be liable for any damages of injury of whatsoever nature directly or indirectly as a result of his operations to any municipal, government or private property or any services, which may have been laid in the sidewalks, or to his own vehicles and personnel

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1.9 **SERVICE LEVEL AGREEMENT (SLA) CONSIDERATION**

2.1.9.1 **Biosolids Transportation**

- 2.1.9.1.1 The Contractor shall be responsible for the supply, maintenance, fuelling and operation of all vehicles, equipment, and supply of drivers and related resources.
- 2.1.9.1.2 The Contractor shall have an adequate reserve of similar vehicles (Side Tipper Truck and TLB) or shall make adequate arrangements for any replacement vehicles to be available immediately, should there be any onsite vehicle breakdown.
- 2.1.9.1.3 The contractor to note that TLB is required on a daily basis for Olifantsfontein WCW only and at Welgedacht WCW will be on an as and when require basis.
- 2.1.9.1.4 Should bio solids not be removed for two full days or longer (including Saturdays, Sundays and public holidays) due to vehicle or related equipment breakdowns, and without prior approval from the ERWAT Representative, ERWAT reserves the right to appoint another Contractor to remove the bio-solids. ERWAT will impose penalties as stated in the Service Level Agreement (SLA).
- 2.1.9.1.5 The Contractor shall have an adequate and dedicated reserve of fuel for this contract to ensure full vehicle operation and in cases of fuel shortages (e.g. strikes).
- 2.1.9.1.6 The Contractor must make vehicles and drivers available to move bio solids from one storage point to another on the ERWAT site, if required by ERWAT, at a predetermined hourly rate. The minimum working period shall be one hour on an as and when required basis.
- 2.1.9.1.7 The Truck side tippers must be inspected before each loading cycle, to ensure they are empty and free of bio solids, to guarantee a full load of bio solids is removed each time from the ERWAT site. The Contractor must demonstrate methods in which to adhere to this restriction.
- 2.1.9.1.8 During certain periods, some bio solids might stick to the inside floor of the Truck tipper. The regular cleaning of the Truck tipper can be laborious and time-consuming.
- 2.1.9.1.9 The Truck tipper must be free of any spilled bio solids that originated from the loading procedure before leaving the ERWAT site as such material can spill and drop on the roads, leading to spillage incidents and complaints from the public / authorities. The regular cleaning of the truck, wheels, chassis, tipper frame, etc. can be strenuous and time-consuming.
- 2.1.9.1.10 Rain events make bio-solids handling and disposal problematic, as stored bio-solids on the ERWAT site becomes wet and difficult to handle. Possible odour generation, increased risk of spillages and most agricultural land locations become inaccessible during rain events. The above mentioned are the only consequences of rain events. The Contractor must prepare a delivery schedule according to these restrictive conditions and probable delays.
- 2.1.9.1.11 The Contractor's bio-solids distribution schedule must provide for an equal allotment between short and long distance farm locations, to ensure a fair and sustainable delivery, as well as compliance to soil loading rates, to all members of the Farmer Society. Such a schedule has, however, a cost and a vehicle demand implication that should be considered by the Contractor.
- 2.1.9.1.12 The Contractor shall not divulge any information in any format concerning ERWAT's operational and related activities without prior written notice and authorization from ERWAT.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1.9.1.13 Contactors performance will be evaluated in accordance with the duties stated in the scope of work.

2.1.9.1.14 The Contractor will be held responsible for the performance and all duties of the TLB, as instructed by the ERWAT Representative. This includes the daily-unsupervised digging of suitable trenches, handling and disposal of certain waste materials into the trenches and the rehabilitation of the trench area. The TLB will be required to lift and move items, as required by the ERWAT Representative.

2.1.9.1.15 The TLB contract hours will be booked on a daily basis according to the tasks performed on site, as detailed on the completed check sheets.

2.1.9.1.16 The primary duty of the TLB is to load the bio-solids onto trailers and this task supersedes all other activities of the TLB. The TLB driver's lunchtime, or any other functions, shall be scheduled accordingly, or as per arrangement with the ERWAT representative. The TLB use on site will be under control of the ERWAT representative, and all existing tasks, as summarized below, must be performed when bio solids loading into trucks is not required.

2.1.9.1.17 TLB secondary duties include but not limited to:

- Manage screenings disposal during emergencies
- Manage drying beds
- Handle chemical pallets
- Clean sumps
- Sand removal from different sections of the plant

2.1.9.1.18 Side tipper Internal Loads (Within ERWAT Premises)

- Using the 45-ton side tripper trucks to transport Sand, bio solids and Screenings, Grit or any load on the plant (internal loads) will be invoiced on an hourly rate (R/hr) and not the normal rate of R/km/load.
- All internal loads must be approved by the ERWAT Representative in writing before the 45-ton side tippers can be utilised to transport these loads.
- If the 45-ton side tipper trucks are utilised to transport internal loads onsite by instruction of the contractor without written authorisation from the ERWAT Representative, ERWAT will not be held liable for the account generated from such action taken by the contractor.
- The Contractor will also be required to liaise with ERWAT personnel when undertaking sludge collection, transportation and unloading under the direction of the ERWAT Representative, but the daily operational control will rest with the Contractor's drivers.

2.1.9.2 Specialised Management Support

2.1.9.2.1 The Contractor, appointed personnel and all truck drivers must be able to communicate with farmers and members of an organizing farmer's committee (hereafter referred to as the Farmers Society) regarding sludge delivery schedules, or related sludge disposal / application issues, such as delivery scheduling according to accessibility and availability of storage areas, as well as seasonal / planting / harvesting priorities and restrictions.

2.1.9.2.2 The Contractor and appointed personnel must be available to attend informal and formal meetings at individual farms, at ERWAT Head Office, or at any other suitable venue as determined by ERWAT or the Farmers Society. The meetings could be scheduled to take place after the normal contract hours.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 2.1.9.2.3 The Contractor shall only transport bio solids from ERWAT sites, or as instructed by the ERWAT Representative, to the sites agreed upon and covered by this contract. Under no circumstances will any material from any other source be transported to any sites or disposal areas not covered under this contract, unless such arrangement is formalised by the ERWAT Representative and agreed upon by all parties involved.
- 2.1.9.2.4 The Contractor must be able to inform and advise ERWAT on changes to the delivery schedule, according to accessibility at farms, soil preparation status, and crop planting cycles with relation to the demand for bio solids.
- 2.1.9.2.5 The Contractor will be subject to equipment and documentation audits and must ensure all documentation regarding deliveries (hour and distance readings, loaded truck volumes, etc.) is available to any ERWAT employee designated to verify the documentation or deliveries.
- 2.1.9.2.6 Most farms will not be accessible during certain periods for bio solids delivery (due to seasonal conditions or varying sludge demand / supply), therefore the Contractor will adjust his delivery schedule accordingly, in cooperation with the Farmers Society and ERWAT Representative, to ensure a continuous availability of delivery sites, and to prevent accumulation of stored bio solids at the ERWAT site. Dewatered and stored bio-solids loading location at the ERWAT sites will be determined by ERWAT representative, but is usually found in close proximity to the filter belt presses dewatering building, at adjacent storage areas, or at the sludge drying beds. All related activities to access, move, collect, and load sludge at the bio solids loading location is the responsibility of the Contractor.
- 2.1.9.2.7 The cleaning of spilled sludge around the loading bay, onsite roads, the ERWAT site entrance and public roads remains the responsibility of the Contractor.
- 2.1.9.2.8 The Contractor shall not unduly hinder or prevent the free and continual use of vehicle entrances, tradesmen's entrances, gateways, etc. on ERWAT site.
- 2.1.9.2.9 The Contractor will record all related activities as prescribed in this Specification, and coordinate all contract functions with the local ERWAT Representative or their duly appointed representative.
- 2.1.9.3 Sludge handling requirements
- 2.1.9.3.1 The sludge will be handled and loaded at the ERWAT site by a TLB supplied by the Contractor.
- 2.1.9.3.2 The trucks must convey the sludge to private farms, or approved locations, to off-load at suitable sites as indicated by ERWAT's guidelines based on a monthly schedule, in conjunction with the Farmer and the ERWAT Representative. No spillages whatsoever should occur during transport, however, the Contractor must be geared to immediately clean up and treat any spillages, and report it immediately to the ERWAT Representative.
- 2.1.9.3.3 The Contractor is responsible to supply the required resources to solve any related issues where the bio solids were not properly handled or disposed of according to the agreed guidelines and current methods of operations. The Contractor must always have a stand by clean-up team, the number will depend on the extend of the spillage. The clean-up team to perform clean-ups during spillages. Resources must include a tractor, a lime spreader, a portable / mobile high pressure washing unit, as well as manual equipment such as shovels and brooms.
- 2.1.9.3.4 Trucks must be able to convey and off-load bio solids to farmland (off-road) where no proper roads or infrastructure exists. ERWAT reserves its right to cancel the contract with immediate effect if unreported spillages or other relevant unreported or unattended incidents occur, or if valid

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complaints of whatever nature relating to the contract cannot be resolved to the satisfaction of the ERWAT Representative.

2.1.9.3.5 Vehicles can be stored on the ERWAT site as designated by the ERWAT Representative. ERWAT shall in no way be responsible for the stored vehicles, any related equipment or consumables. The Contractor shall ensure that the storage area on the ERWAT site is neat and secure. Although ERWAT provides security at the ERWAT site, the Contractor should make his own security arrangements and must indemnify ERWAT against any loss or damage.

2.1.9.4 Compliance require and nature of Operation

2.1.9.4.1 The Contractor will at all times adhere to the following supplied procedure, as below: bio solids handling guidelines for agricultural land use.

These guidelines are based on "WRC, 2006: Guidelines for the utilisation and disposal of wastewater sludge Water Research Commission Report TT 262/06."

Table 2.1.4: General guidelines for storage and application:

Storage guidelines	Receiver of bio solids
	Member of Farmers Society
Minimum distance from houses	750 m
Minimum distance from provincial road	Servitude + 100m + out of sight
Minimum distance from public road	Servitude + 100m
Minimum distance from private farm road	-
Minimum distance from river, dam, of borehole	200 m
Maximum slope (when in proximity to surface water sources)	1:25 (4%)
Minimum depth of groundwater	5 m

- Before / during sowing season or after harvesting season
- Mix with soil / plough in as soon as possible
- No long-term storage of bio solids at storage areas
- No crops to be planted which is suitable for human consumption in any raw form
- pH of soil preferably above 6.5

2.1.9.5 Monitoring and control:

- Responsibility of bio solids supplier; (ERWAT Representative)
- Responsibility of bio solids transport; Contractor or sub-Contractor
- Responsibility of bio solids; end user/farmer
- Responsibility of land owner; Accessibility of humans or animals to bio solids storage or usage areas

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2.1.9.6 Basic guidelines:

- No situation must be created which can cause a continuous nuisance or inconvenience of any kind
- No situation must be created which can cause a potential health risk
- No situation must be created which can cause a potential water pollution risk
- Any such condition / enquiry or complaint must be reported within 24 hours to the bio solids supplier (ERWAT Representative)
- Any such condition / enquiry or complaint must be addressed in a suitable manner within 48 hours
- All contact details of bio solids supplier, bio solids transport Contractor or sub-Contractor and bio solids user, as well as all bio solids volumes supplied, must be updated regularly and available at all times

2.1.9.7 Working hours

2.1.9.7.1 *Normal working hours*

Contractor should be at ERWAT site from 7:00 to 16:00 during weekdays, and 7:00 to 15:00 on Saturdays, Sundays and public holidays. The ERWAT Representative will be requested to approve any changes.

Special permission will be required from the ERWAT Representative to work after hours stated. There will be circumstances where bio solids cannot be removed from the ERWAT site for up to a week or more, due to conditions at the ERWAT site or on the farms. Once the bio solids can be removed from the ERWAT site, or suitable disposal sites are available, the Contractor should have the capability of removing the accumulated sludge from the ERWAT site by using additional trucks, during normal hours, or by working after hours with the approval of the ERWAT Representative.

No overtime shall be paid under any circumstances.

2.1.9.8 Time sheets and documents

Daily trip control sheets and appropriate clock cards (supplied by the Contractor) are required. These documents are to be submitted, in triplicate, on a daily basis, to be countersigned as verification by the ERWAT Representative.

2.1.9.9 Control/log sheets

2.1.9.9.1 Side tipper truck control sheet for each load shall include and not limited to the following:

- Vehicle registration, driver name and signature of driver
- Date, Time start and end of each load
- Odometer reading start and end of each load
- Volume of each load
- Farm / location / Farmer as identified by names.

2.1.9.9.2 TLB control sheet for each day shall include and not limited to the following:

- Vehicle registration, driver name and signature of driver
- Date, Time start and end
- Work periods start and end
- Interruptions or scheduled breaks (e.g. lunch) time

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All documents required shall be accurately completed in every respect. Any delays or breakdowns attributable to mechanical defects, or to the acts or omissions of the Contractor or his employees, must be recorded. It must be expressly understood that officials of ERWAT cannot personally supervise the operation of any vehicle on ERWAT site, on roads, and on the farms up to final disposal, therefore the accuracy of information recorded on these documents is of paramount importance.

Any inaccuracy, which could have bearing on delivery volumes or locations, or the amount paid to the Contractor, will be regarded in the most serious light and may, at the discretion of ERWAT, be regarded as a breach of the Contract, leading to immediate Contract cancellation. The ERWAT Representative can at any time conduct an inspection of the Contractor's site, disposal sites and road inspection.

2.1.9.10 Vehicles not complying with the requirements

2.1.9.10.1 During the period of the contract any vehicle (including tippers) which in the opinion of the ERWAT Representative is not capable of satisfactorily performing the duties prescribed owing to its mechanical condition, or is in any way unsafe or unsuitable to operate, **shall be replaced immediately**. Should there be any dispute as to the mechanical condition of the vehicle it shall be taken to a workshop for testing. The actual cost of testing shall be borne by the Contractor if the vehicle is considered faulty. The Contractor or his representative shall be entitled to be present during any tests.

2.1.9.10.2 All vehicles must be tested for a Certificate of Testing (road worthy certificate) and the ERWAT Representative may require it annually during the period of the contract and proof of such testing. Failure to produce such proof will be considered a breach of contract and Penalties may be imposed.

2.1.9.10.3 At any time during the duration of this contract the Contractor may be called upon to produce anyone or all of the following documents in respect of all vehicles and drivers:

- Current Clearance Certificate.
- Letter from Insurance Company
- Current Certificate of Fitness.
- Current Public Vehicle License.
- Driver's License.
- Certificate of good standing with the Workmen's Compensation Commissioner.

2.1.9.10.4 Failure to produce on request any of the above documents within a reasonable period as determined by the ERWAT Representative will be considered a breach of contract and Penalties (Clause 4.21.) may be imposed.

2.1.9.11 Attendance of incidents

The Contractor shall at the request of the ERWAT Representative remove from the contract and site any person employed by him, who may in the opinion of the ERWAT Representative be incompetent or misconduct himself, and such person shall not again be employed on the contract or allowed onsite without the written consent of the ERWAT Representative.

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2.1.9.12 Breakdowns

- 2.1.9.12.1 Should any vehicle break down or become defective so as to be unable to perform the tasks required and so cause delay of work at any time, such vehicle shall be replaced within 24 hrs. or such time as agreed with the ERWAT Representative.
- 2.1.9.12.2 The Contractor uses the vehicles on the private farms at his own responsibility and the Contractor is responsible for all damage, repairs or maintenance on his vehicles or related equipment, as well as property of individuals / companies affected.
- 2.1.9.12.3 The Contractor shall ensure that any bio solids loads affected by a vehicle breakdown (e.g. still in tipper) is properly handled and disposed.
- 2.1.9.12.4 The Contractor shall have suitably qualified support personnel available, or contracted, to ensure defective vehicles can be repaired as soon as possible. Alternatively, such breakdown services need to be outsourced.
- 2.1.9.12.5 The Contractor is responsible for all associated costs and arrangements relating to breakdowns and incidents. All required truck will be replaced by either the Contractor, for the Contractors account, or by ERWAT, penalizing the Contractor.

2.1.9.13 Inspection:

ERWAT reserves the right to inspect the relevant vehicles, equipment and machinery stated by potential bidders before an award decision is made. All equipment must be readily available for inspection on request by ERWAT.

Potential bidders must provide proof that the relevant vehicles, equipment and machinery that will be utilised during the term of this contract has been registered, is roadworthy, serviced and in good working order. All vehicles, equipment and machinery are dedicated for this contract only.

2.1.9.14 Penalties

- In the event of the Contractor being unable to supply the replacement vehicles within the time stipulated (24 hours), the following procedure in applying penalties will be adopted.
- The amount of penalty to be applied will be based on the full daily rate for each penalty period.
- The Contractor shall be liable to pay the amount, which ERWAT may suffer in damages thereof.
- In addition to exercising its rights under clauses 23 ERWAT may, by written notice to the Contractor, cancel the contract.
- ERWAT's failure to exercise its power under this clause shall not bar its subsequent exercise thereof in respect of a similar or other default of the Contractor.

2.1.10 PAYMENT OF INVOICES

Payment on this contract will be as follows:

- Invoices submitted must cover one (1) calendar month ending on the last day of the month.
- The Contractor shall submit by the 2nd working day of every month a complete and detailed invoice in duplicate for work done during the previous calendar month, based on authorized copies of the daily

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trip control sheets, including clock cards, as well as TLB log sheets, as specified. Reconciled summary tables of activities will be required for the trucks and TLB.

- Payment will be based on the actual work done.
- Payment terms will be effective thirty days' net from date of receipt of statement/invoice.
- Payment shall be made at the applicable contract rates, and no overtime will be paid.
- ERWAT is entitled to deduct any payment due to the Contractor, amounts due to ERWAT in terms of Clause 22 of The National Treasury guidelines.
- Invoices for payment must be submitted under the Contractors name as defined on the contract documents.

2.1.11. DAMAGES, ACCIDENTS, LOSSES AND INSURANCE

Any damages, accidents or losses caused by the appointed Contractor, while executing the applicable duties on contract, will be the appointed Contractor's responsibility and for his own account. ERWAT will not be liable for any such damages, accidents or losses. The appointed Contractor must be **ALL INCLUSIVELY INSURED** for any damages, accidents or losses that may occur, to ERWAT, private and municipal property whilst rendering the applicable service.

This includes Employees, Equipment or any other asset belonging to private individuals, ERWAT and Local Authorities.

2.1.12. SAFETY AND INDEMNIFICATION

Unsafe conditions must be reported by the appointed Contractor to ERWAT, before any work may commence.

Inspections to the Contractor's equipment of e.g. vehicles, ladders, applicators and any other applicable plant and safety equipment may be conducted by the ERWAT representatives at any given time. Any commencement of work will be ceased immediately should any unsafe vehicle or equipment be identified, or unsafe conditions or acts occur.

All safety standards must comply with the Occupational Health and Safety Act standards and the necessary forms must be signed before the commencement of the contract.

Furthermore, it will be expected of the successful Contractor to sign a letter of indemnification before the commencement of the contract.

The Contractor will at all-time adhere to the ERWAT safety policy, regulations and procedures, all employees of the Contractor will wear full PPE consisting of overalls, safety shoes, safety gloves, hard hat and safety glasses. Any employee not complying with these rules and regulations will not be allowed access to the site (Waste Water Treatment Works).

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2.1.13. SITE INSPECTION SHEET BY BIDDER (Mandatory)

Table 2.1.5: is the contract site inspection sheet to be completed by bidder for evaluation purposes. Please tick under yes / no

THIS TABLE IS NOT TO BE COMPLETED BY THE CONTRACTOR. CONTRACTOR TO NOTE THAT THIS WILL FORM PART OF THE EVALUATION CRITERIA AND IT AMOUNTS TO 20 POINTS

Item	Requirement	Comply	
		Yes	No
1	Side tipper truck: two (2) units available and operational = 2 points		
Comment			
2	Side Tippers sealed to prevent leakage/spillage = 2		
Comment			
3	Side Tipper maximum volume certified as 45 m ³ = 2		
Comment			
4	Suitable Truck model 2010 or later with roadworthy certificate = 2		
Comment			
5	Suitable (2x)TLB 4WD model 2010 or later = 2		
Comment			
6	TLB bucket size minimum 1.5 m ³ certified= 1		
Comment			
7	Are all vehicles available for inspection on arrival at the contractor's site?= 2		
Comment			
8	Diesel storage facility of 2000 L including safety signage or proof of alternative diesel management = 2		
Comment			
9	Organogram attached and all the positions indicated in paragraph 2.2.2 below are included. = 2		
Comment			
10	Mobile high pressure washing unit (pump) for spillages / incidents = 1		
Comment			
11	All transporting units registration documentations (road worthy certificate and license) available and confirmed = 2		
Comment			

Total score = 20

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NB! The site inspection score above will form part of functionality.

Overall contract management team:

- f. Manager
- g. Truck drivers
- h. TLB driver
- i. Cleaning team
- j. Maintenance team

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2.2 EVALUATION CRITERIA

2.2.1 EVALUATION

2.2.1.1 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve minimum number of **75 points out of 100** for their technical proposals before their financial proposals and B-BBEE status are evaluated. This is required so that there is a level of comfort that the potential service provider can deliver the project with the required professionalism and quality.

2.2.1.1.1 Scoring Process

The Technical / Functional Evaluation Task Team will be established to determine the following:

- Whether or not the Bidder understood the project specifications.
- The bidders experience with similar projects.

No alteration of technical / functionality proposals will be permitted after the deadline for receipt of bids. Questions may be asked for clarification needed to evaluate their proposals, but bidders would not be permitted to change the substance or price of their bids after bid opening. Requests for clarification and the bidder's responses would be made in writing. No interviews will be conducted in this regard.

Functionality Documentation must either be attached to the applicable Returnable Schedule as stated below or can be bound into a separate volume and clearly referenced to in each of the applicable schedules.

If the functionality document is not attached to the page or clearly referenced it will be deemed not to have been included.

Table 2.2.1. The score for the Technical / Functionality Evaluation will be calculated in accordance with the table below:

CRITERION	CRITERION DETAILS	POINTS	SCORE
Company Experience Bidding companies are required to submit reference letters from previous Employers on their letterheads indicating the contract number, description, period and value. Letters are per contract and not per site.	Provide reference letters with letter head of completion for bio-solid Transportation Management performed <ul style="list-style-type: none"> • 5 and more letters/certificates = 20 • 4 letters/certificates = 16 • 3 letters/certificates = 12 • 2 letter /certificate = 8 • 1 letter/certificate = 4 • None submitted, uncontactable or denied references = 0 	20	
Locality	Bidders are required to submit a valid rate and taxes account not older than 3 months from date of submission of the date of submission of tender or a valid signed lease agreement and an affidavit stating location. Bidders must note that ERWAT reserves the right to verify the information with the local authorities during the bid evaluation phase. <ul style="list-style-type: none"> • Bidders residing within City of Ekurhuleni or Lesedi Local Municipality (ERWAT area of operation) = 15 	15	

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	<ul style="list-style-type: none"> Bidders residing within Gauteng, outside City of Ekurhuleni or Lesedi Local Municipality (outside ERWAT area of operation) = 10 Bidders residing outside Gauteng = 5 		
Proof of Ownership	<p>Bidder to submit proof of ownership and registration in the name of the bidder for the trucks, TLB and related equipment:</p> <p>1) 2 x 45-ton side tipper truck</p> <p>2) 2 x 4WD TLB with 1.5m³ loader bucket</p> <ul style="list-style-type: none"> Bidder submitted all 2 criteria = 25 Bidder submitted 1 criteria = 12.5 Bidder submitted 0 criteria = 0 	25	
Driver/Operator experience	<p>Vehicle Driver/Operators experience</p> <p>(Only CV's with contactable references, testimonial letters and the required certificates and or license will be considered)</p> <p><u>TLB Operators: (10)</u></p> <ul style="list-style-type: none"> More than 5 years experience with operators certificate = 10 4 years experience with operators certificate = 8 3 years experience with operators certificate = 6 2 years experience with operators certificate = 4 1 year experience with operators certificate = 2 None indicated = 0 <p><u>Truck Driver: (10)</u></p> <ul style="list-style-type: none"> More than 5 years experience with code EB (14) drivers license = 10 4 years experience with code EB (14) drivers license = 8 3 years experience with code EB (14) drivers license = 6 2 years experience with code EB (14) drivers license = 4 1 year experience with code EB (14) drivers license = 2 None indicated = 0 	20	
Site Inspection	inspection sheet - Table 2.2.2 =	20	
TOTAL	Bidder must score a minimum of 75 points to be considered for further evaluation	100	

Bids that do not score 75 or more points on functionality will not be considered for further evaluation on price and B-BBEE.

Table 2.2.2 is the contract requirements inspection sheet to be used by the ERWAT inspection team for evaluation purposes. Bidder not complete the table.

THIS TABLE IS NOT TO BE COMPLETED BY ERWAT TEAM. (CONTRACTOR TO NOTE THAT THIS WILL FORM PART OF THE EVALUATION CRITERIA AND IT AMOUNTS TO 20 POINTS)

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Item	Requirement	Comply		Score
		Yes	No	
1	Side tipper truck: two (2) units available and operational = 2 points			
Comment				
2	Side Tippers sealed to prevent leakage/spillage = 2			
Comment				
3	Side Tipper maximum volume certified as 45 m ³ = 2			
Comment				
4	Suitable Truck model 2010 or later with roadworthy certificate = 2			
Comment				
5	Suitable (2x)TLB 4WD model 2010 or later = 2			
Comment				
6	TLB bucket size minimum 1.5 m ³ certified= 1			
Comment				
7	Are all vehicles available for inspection on arrival at the contractor's site?= 2			
Comment				
8	Diesel storage facility of 2000 L including safety signage or proof of alternative diesel management = 2			
Comment				
9	Organogram attached and all the positions indicated in paragraph E2 below are included. = 2			
Comment				
10	Mobile high pressure washing unit (pump) for spillages / incidents = 1			
Comment				
11	All transporting units registration documentations (road worthy certificate and license) available and confirmed = 2			
Comment				

ERWAT GENERAL NOTES:

ERWAT reserves the right to award the bid to one or more than one bidder

Appointed bidders and their personnel will be required to but not limited to:

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- Attend site induction training before any work can be undertaken.
- Request and Receive all the relevant work permits/access control and authorizations have to be obtained before any work can be undertaken after approval of the Safety and Health Plan.
- The relevant requirement with regards to the Occupational Health and safety act has to be complied with, with particular reference to the safety file in accordance with the relevant commodity and scope of work items covered by this document taking into consideration that the most current regulation will always take precedence.
- Submit proof that all the required equipment, tools, consumables, etc. required to perform the work as per the Contract shall be provided by the Contractor.

ERWAT reserves the right to hold the Contractor responsible for any equipment /infrastructure belonging to ERWAT that may be damaged due to Contractor's negligence or poor workmanship.

PENALTIES – DELIVERY

The Contractor will be penalised in terms of Clause 22 of the National Treasury General Conditions of Contract attached hereto in Section 3.

CONTRACT DOCUMENT

The contract document to be used for this tender will be the ERWAT standard SLA (Service Level Agreement) which will be the binding contract between ERWAT and the successful bidder. Reference will be made to the successful bidder's tender document.

PAYMENTS

- All payments will be discussed and agreed upon on the SLA.
- Standard payment terms are 30 Days from receipt of valid invoice/tax invoice and statement.

ERWAT will not accept any responsibility for the payment of any invoices submitted by a successful bidder(s) if the relevant invoice does not reflect an official ERWAT order number

DISCLAIMER – WITHOUT PREJUDICE

While every effort is made to ensure that specifications are drafted in an unbiased manner to allow all potential suppliers to offer their goods or services as set in Regulation 27 of the MFMA Act - SCM Regulations, ERWAT assumes no liability or responsibility for the completeness, accuracy or usefulness of any of the information.

However, in the event that reference is made (intentional or non-intentional) to a particular trade mark, name, patent, design, type, specific origin or producer, ERWAT's intent is of such that there is no other sufficiently precise or intelligible way of describing the characteristics of the works/goods/services required, in which case the bidder must interpret such reference as indicative only and is thus required to offer such and or an equivalent.

Any reference to any of the above potential trade barriers must be seen to include the word "equivalent".

Bidders may submit alternative offers subject to such meeting all the minimum standards, specifications, technical data and or legislative provisions applicable to such.

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ERWAT does however reserve the right to scrutinise any alternative offers but is under no obligation to accept or award on any alternative offer submitted.

CONFIDENTIALITY

Over and above the provisions of clause B34 of the general conditions the following will apply. In the process of representing ERWAT in any matter the Bidder will have access to sensitive and confidential information. All information accessed, obtained or collected by Bidder and/or its employees must at all times be kept confidential and not be disclosed to any other person without the prior and written authorisation of the ERWAT.

In addition, information may not be used for personal gain by the Bidder or the Bidder's business, any employee, sub-contractor or any agent of the Bidder or any other person, body or organisation, or family receiving the information or data through the Bidder, or any of their employees or agents.

Failure to observe these conditions will constitute a breach of contract, which could result in termination of this contract

PROMOTION OF ACCESS TO INFORMATION ACT, ACT 2 OF 2000

Bidder will be required to fully comply with the requirements of the Access to Information Act, Act 2 of 2000.

In terms of the Promotion of Access to Information Act, Act 2 of 2000, ERWAT is obliged and compelled to provide certain information to the general public.

The Bidder as part of his/her function in collecting data on behalf of ERWAT will be required to comply with the provisions of the Promotion of Access to Information Act, Act 2 of 2000.

The extent where to a bidder will be obliged to supply or refuse the supply of information in terms of the Act will be determined in consultation with ERWAT.

EXTRACTION OF AND DESTROYING OF DATA

Bidders are required to submit to ERWAT all data in a readable, accessible format at the end of their contract.

Bidders will be required to keep records of such data for a minimum period of 6 months where after such must be destroyed and proof thereof submitted to ERWAT.

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2.3 PRICING SCHEDULE

All prices should be inclusive of all sub-contracted and third party work/equipment/modifications.

- The side tipper rate in R/km/ton should be based on a maximum distance of 70km.
- The side tipper rate in R/hour should be based on a maximum distance of 15 km (Inside ERWAT Premises) and maximum daily usage of 8hrs/d.
- The rate for TLB should be based on an hourly rate using a maximum of 8 hours per day.
- Actual loads to be invoiced on a monthly basis.
- Of specific concern is that the bio-solids create corrosive and abrasive conditions, due to the wet, acidic environment, and certain materials show accelerated rate of wear (e.g. tyres of a TLB could last only half the usual operational period due to the nature of the bio-solids storage area cement surface, some exposed metal parts corrode at accelerated rates, etc.).
- Bidders are required to hold all prices firm for the first 12 months and the supplier must advise of the change in price thirty days before the one-year anniversary of the agreement.
- Annual price adjustment is calculated on the average CPI figures for the year at time of anniversary of this bid.
- Evaluation for price scoring will be done by calculating the line items in the table below to an indicative sum to determine the highest scoring bidder as provided for in the PPPFA Regulation 2017.
- Bidders should note that the indicative values should not be construed as a total or sub-total in any way and does not limit the award to this value. Purchase orders may be issued at the rates on an as and when required basis to not exceed the available budget for such throughout the contract period.
- The successful bidder will be required to submit a quote for the works required prior to being issued an official order and will be limited to the rates as set out herein.

Table 2.3.1. This is a rate based tender and the price must be Vat Inclusive

Item No.	Description	Unit of measure	Price (Vat Inclusive)
1.	1.5 m ³ bucket size TLB (internal plant use rate)	R/hr	
2.	45 ton Side Tipper (internal /ERWAT premises plant use rate) maximum of 15 km	R/hr	
3.	45 Ton Side Tipper (external plant use rate) maximum of 70 km	R/km/ton	

I, the undersigned, the authorised designated signatory, undertake to carry out the works in accordance with the conditions of contract, the specifications for the tender sum as indicated and within the time for completion as specified in the Contract.

The monthly average loads for Olifantsfontein WCW is estimated at an average of 5000 wet ton per month and the monthly average loads for Welgedacht WCW is estimated at 1680 wet tons per month.

BIDDER'S name: _____

BIDDER'S signature: _____ Date: _____

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Name of Firm: _____

Address _____

Telephone number: _____

Fax Number: _____

Cellular number: _____

E Mail Address: _____

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2.4 LIST OF IMPORTED ITEMS

Contractors to list all items which are not solely South African manufactured.

ITEM	DESCRIPTION	R VALUE	ROE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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2.5 ALTERNATIVE OFFERS

If a bidder wishes to submit an alternative for any of the items in the schedule of quantities, the bidder must indicate on the pricing schedule and complete the form included in the bidding documents.

No alternative bid will be considered, unless an unqualified bid, strictly on the basis of the bid documents, is also submitted.

If subsequently required, the bidder shall submit fully detailed drawings and calculations of the alternative bid in the form set out by the Engineer, and the cost of checking calculations and drawings shall be for the bidder's account, if his bid is accepted.

Only ISO/SANS/SABS or items registered with the relevant regulatory authority will be considered.

Please note that ERWAT reserves the right to accept or not accept the alternative offered.

SIGNATURE OF BIDDER

DATE

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2.6 SITE INFORMATION

GPS COORDINATES:

ERWAT SITES				
Item	District	Site/Plant	Coordinates South	Coordinates East
Drainage District 3				
1	DD3	Benoni	26° 12' 30.77"	28° 19' 0.92"
3		Hartebeestfontein	26° 1' 11.09"	28° 17' 1.70"
4		Olifantsfontein	26° 56' 32.62"	28° 12' 58.43"
5		Rynfield	26° 9' 38.07"	28° 21' 26.48"
Drainage District 4				
6	DD4	Ancor	26° 16' 16.67"	28° 28' 48.83"
7		Welgedacht	26° 11' 30.50"	28° 28' 26.04"
8		Daveyton	26° 8' 9.46"	28° 27' 51.55"
9		Jan Smuts	26° 13' 25.82"	28° 22' 32.29"
Drainage District 5				
10	DD5	Ratanda	26° 34' 57.80"	28° 18' 11.27"
11		Tsakane	26° 22' 32.63"	28° 21' 56.23"
12		Heidelberg	26° 32' 22.59"	28° 19' 48.93"
13		Carl Grundlingh	26° 23' 0.53"	28° 28' 1.79"
Drainage District 6				
14	DD6	Dekema	26° 19' 38.99"	28° 9' 53.56"
15		Rondebult	26° 17' 56.24"	28° 13' 34.56"
16		Vlakplaats	26° 21' 10.77"	28° 10' 58.76"
17		Waterval	26° 26' 16.55"	28° 6' 3.83"

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.7 ANNEXURES

Annexure 1: Guidelines for the Utilisation and Disposal of Wastewater Sludge: Volume 2 Requirements for the agricultural use of wastewater sludge

THESE VOLUME IS AVAILABLE FROM:

Water Research Commission
Private Bag X03
Gezina
0031
Tel: (012) 330 0340
Fax: (012) 331 2565
E-Mail: info@wrc.org.za
Webpage: www.wrc.org.za

The Department of Water Affairs and Forestry
Resource Protection and Waste
Private Bag X 313
Pretoria
0001
Tel: (012) 336 7541
Fax: (012) 323 0321
Webpage: www.dwaf.gov.za

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 3: THE CONTRACT

DESCRIPTION		BIDDER TO CONFIRM THAT ALL PAGES COMPLETED & SIGNED: YES/NO	FOR OFFICE USE ONLY VERIFIED BY SCM OFFICIAL: YES/NO
3.1	STANDARD CONDITIONS OF BIDDING		
3.2	FORM OF OFFER AND ACCEPTANCE		
3.3	SCHEDULE OF DEVIATIONS		
3.4	MBD 7.1: CONTRACT FORM – GOODS/WORKS		
	PART A: TO BE COMPLETED BY THE BIDDER		
	PART B: TO BE COMPLETED BY EAST RAND WATER COMPANY		
3.5	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)		
3.6	PERFORMANCE MANAGEMENT SYSTEM: DRAFT PMS		
3.7	INDEMNITY FORM		
3.8	SPECIAL CONDITIONS OF CONTRACT		
3.9	GENERAL CONDITIONS OF CONTRACT		

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.1 STANDARD CONDITIONS OF BIDDING

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Part No.	Content
1.2.1	<p>The Employer:</p> <p>EKURHULENI WATER Care Company (ERWAT) Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit Road) Kempton Park</p> <p>Hereby represented by: Mosima Tele, all technical related queries can be directed to her at: Tel: 011 929 7000 E-mail: publictenders@erwat.co.za</p>
1.2.2	<p><u>Bid pricing:</u></p> <p>The tendered price must provide for items required, supply, delivery, installation, commissioning, direct and indirect costs applicable to the execution of the required works/goods/services as per the specifications and provided for in the pricing scheduled/Bill of Quantities.</p> <p>Bidders are required to check their calculations for arithmetical errors as the total Tender price, as submitted, will remain fixed.</p> <p>The Value Added Tax (Act 89 of 1991) as amended, is applicable.</p> <p>All prices quoted are to <u>INCLUDE</u> Value Added Tax (VAT), unless specifically stated to the contrary and all prices must be quoted in ZAR, i.e. the currency of the Republic of South Africa.</p> <p>Where the whole or a portion of the tendered price may be affected by rates of currencies or variations in the rate of exchange, the bidder shall, in terms of the tender requirements, state in his tender the amount in foreign currency to be paid or remitted abroad and the exchange rate applied in the conversion of this amount into South African currency in calculating the tender price.</p>
1.2.3	<p><u>Payment Terms:</u></p> <p>Payments will be effected within 30 days from receipt of a valid Invoice/Tax Invoice <u>and</u> Statement.</p> <p>All invoices/tax invoices and statements must comply with the VAT Act No 89 of 1991 before payment can be effected.</p>

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.4

Briefing/clarification/Site inspections/meetings:

Before tendering, bidders should visit the site and acquaint themselves with all the local conditions, the accessibility of the site, the full extent and nature of the operations, the supply of and conditions affecting labour, carriage, carting, unloading, storage and safe custody of materials, workshop accommodation, the scaffolding, tackle and tools necessary for the execution of the contract generally.

Bidders are required to thoroughly acquaint themselves with the nature and extent of the work to be done, and to make allowance for items obviously intended and necessary for the proper completion of the work although not specifically specified. Claims due to lack of knowledge will not be entertained.

All uncertainties shall be cleared out with the end user department before the tender closing date.

No individual should represent more than one bidder at the compulsory briefing session.

At least one member of the JV must be present at the compulsory clarification meeting.

Kindly note that the company representative that attends this session will be accepted as a person with the relevant technical expertise applicable to this bid.

Non-completion in full of the fields required on the attendance register may lead to automatic disqualification.

Please note: Where a **clarification meeting is compulsory**, no bids will be accepted if the Supplier has not attended this session and documents will only be accepted from Suppliers whose names appear on the attendance register.

1.2.5

Alterations to documents:

No alterations, erasure or addition is to be made in the text of the Document or pricing schedule/BOQ, except to comply with instructions issued by the employer. All signatories to the Tender offer shall sign next to any alterations in such case.

Any alteration, erasure or addition made will not be recognised and the original wording of the Document will prevail.

Copies are not allowed; only original documents will be accepted.

Bidders shall clarify any doubt about the meaning of any wording in the pricing schedule/bill of quantities **before** the Tender closing date.

The use of correction fluid/tape is strictly prohibited and will render your bid invalid.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.6	<p><u>Technical Specification and standard of work/goods/services:</u></p> <p>The Standard Technical Specifications cover the general technical requirements w.r.t. works/goods/services. These specifications shall be read in conjunction with the rest of this contract in its entirety.</p> <p>All works/goods/services provided under this contract shall be new and unused, and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SANS, ISO, BS or other relevant regulatory authorities and standards and their amendments and with the requirements of this specification.</p>
1.2.7	<p><u>Factory Inspections and Tests:</u></p> <p>The Bidder shall advise the End user department in writing of any routine, type or specific tests or commissioning to be carried out on equipment during the course of manufacture in the manufacturer's factory or works or of any stage of completion in the manufacturing process which requires inspections in terms of the Contract and Specifications. The Supplier will issue the required COC where applicable.</p> <p>The successful bidder will be required to dispatch goods from the factory at his own risk if the tests have not been witnessed and inspections not been carried out by and approval given by ERWAT for dispatch.</p> <p>ERWAT will only accept risk and responsibility of the works/goods/services on final completion/handover in accordance with the approved guarantee/warranty stipulation and includes insurance.</p>
1.2.8	<p><u>Existing Works and Service:</u></p> <p>The bidder is responsible for obtaining information regarding services and existing works, which may be affected by this bid.</p> <p>Before the Bidder commences with delivery of works/goods/services, they shall discuss with and have the approval of the end user department.</p> <p>The Bidder shall be held responsible for any damage, injury or accident caused as a result of his failure to take the necessary precautionary measures.</p> <p>Should the Bidder in any event be responsible for the interruption of services without approval, the Supplier shall be held responsible for any claims that may arise in this regard.</p>
1.2.9	<p><u>Quality Assurance:</u></p> <p>The workmanship shall be of the highest grade and to the satisfaction of the end user department.</p> <p>It will be the full responsibility of the Bidder to undertake appropriate quality control and quality assurance measures during implementation/manufacturing of works/goods/services as well as on site. A quality control procedure shall be forwarded with the program to the end user department (applicable to technical works).</p>

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Bidders are required to guarantee their products/works for not less than 1 year (12 months) on new goods and services</p> <p>Unless specified otherwise in the SCC the warranty/guarantee shall remain valid for a period of not less than 1 (one) year after the works/goods/services, or 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 of place of loading in the source country whichever period concludes earlier.</p> <p>No guarantee or warranty less than 6 months on refurbished goods will be considered.</p> <p>Bidders are required to indicate the relevant guarantee and or warrantee period offered on their products.</p> <p>Bidders must however submit the guarantees upon request from ERWAT to the end user department at any given time.</p>
1.2.10	<p><u>Acknowledge Addenda:</u></p> <p>Acknowledge receipt of addenda to the proposal documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the Tender data, in order to take the addenda into account.</p> <p>All the Supplier's designs are in any event still subject to approval by the Engineer.</p>
1.2.11	<p><u>Submitting a Tender offer:</u></p> <p>No late, faxed, emailed or other form of Tender will be accepted.</p> <p>Completed Tender documents with attached documents, if any, must be submitted in Black ink in sealed envelope and clearly marked <u>with the bid number and full description</u>.</p>
1.2.12	<p><u>Proof for confirmation:</u></p> <p>It may be required from a Supplier, before acceptance of this tender, to furnish proof to the satisfaction of the owner that the bidder is in a position to secure all the required resources complete this contract within the time provided for in the specification or the time indicated by the bidder.</p> <p>The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>
1.2.13	<p><u>Seek clarification:</u></p> <p>Questions or queries must be submitted to the Employer at least TEN working days before the stipulated closing date and time of the Tender.</p> <p>However, ERWAT shall not be liable nor assume liability for failure of the bidder to receive response to any questions and / or queries raised by the bidder by the closing time.</p>

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.14	<p><u>Tender offer validity:</u></p> <p>Unless otherwise specified in the invitation to bid, this bid shall remain open for acceptance for a period OF ONE <u>HUNDRED AND TWENTY (120) CONSECUTIVE DAYS</u> from the date on which bids are due and during this period the Bidder shall agree not to withdraw his/her bid or impair or derogate from its effect;</p> <p>The written approval of this bid by ERWAT , by way of letter of acceptance, shall constitute a contract binding on both parties;</p> <p>Notwithstanding anything to the contrary in this agreement, the contract shall come into existence with effect from the signature date signed by both parties.</p>
1.2.15	<p><u>Opening of Tender documents:</u></p> <p>Bids are opened in public on closing date and time at ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p>
1.2.16	<p><u>Patents:</u></p> <p>The Bidder shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights and hereby indemnifies ERWAT against any claims arising there-from.</p> <p>All intellectual property rights including, without limitation, copyright, database rights, design and registered design rights, patents and trade mark rights, in the deliverables shall be owned by ERWAT.</p> <p>The Supplier, bidder or service provider shall execute any documents to ensure vesting of such rights in the Entity (ERWAT). No trade mark, patent, design or other registration shall be made in the name of the Supplier, bidder or service provider, its employees, directors and agents, in relation to any of the deliverables.</p>
1.2.17	<p><u>Registration with relevant regulatory authority:</u></p> <p>Bidders who are compelled to register with controlling authorities regarding their goods/services to be delivered/rendered, should ensure that their relevant registrations are in order prior to the closure of the bids.</p> <p>ERWAT may at any given time request bidders to submit proof thereof.</p>
1.2.18	<p><u>Penalties:</u></p> <p>Should the bidder fail to deliver any or all the goods or perform the services within the period specified in the contract or as concluded in the Service Level Agreement, ERWAT may, 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 until actual delivery of performance or as stipulated in Schedule 2.</p> <p>ERWAT may consider termination of the contract at it sees fit in terms of the General Conditions of Contract.</p>

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.19	<p><u>Increase/decrease in scope of work</u></p> <p>The Employer reserves the right to award the bid in part, split the bid or award in total. The Bidder will have no claim in this respect.</p> <p>Funds allocated to complete the works may be limited. The Employer thus reserves the right to reduce or add to the scope of work to suit the available budget, in which case the Supplier will have no claim in this respect.</p>
1.2.20	<p><u>Inspection of plant, equipment and premises</u></p> <p>ERWAT may at any stage during the production or execution, or on completion, be subject to inspect the premises of the bidder or Supplier at all reasonable hours for inspection of the bidder's plant, equipment and premises prior to the bid being awarded. These inspections shall be carried out as follows:</p> <p>The HOD, designated supervisor or Technical Evaluation Committee will visit the premises upon a formal appointment to inspect all plant and equipment and other items deemed necessary prior to the issue of the bid to the bid adjudication committee.</p>
1.2.21	<p><u>Domicile & South African Jurisdiction</u></p> <p>The laws of the Republic of South Africa shall be applicable to each Contract created by the acceptance of a Bid, and each Bidder shall indicate a place in the Republic and specify it in his Bid as his <i>domicilium citandi et executandi</i> where any legal process may be served on him.</p> <p>Each Bidder shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of South Africa.</p> <p>The parties choose as their respective <i>domicilia citandi et executandi</i> the Following addresses:</p> <p>ERWAT</p> <p>ERWAT Head Office, Hartbeestfontein Office Park, R25 (Bapsfontein / Bronkhorstspuit), Kempton Park.</p> <p><i>The Supplier (physical address):</i></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Change of these addresses will only be valid if the other party has been notified in writing.</p> <p>All notices between the parties concerned must be in writing.</p> <p>If a notice or document is delivered by hand, written proof of delivery must be obtained. If a document is delivered by official of ERWAT, a statement to that effect will be sufficient.</p> <p>If not delivered by hand, notices and documents will be sent by registered post.</p>

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.2.30	<p><u>Bid Award</u></p> <p>Please note that even though a bid may be awarded and a successful bidder be approved to supply, deliver or render the applicable services to ERWAT, it is not a guarantee that orders will be placed on a regular basis and may only be required on an as and when required basis and will be valid on receipt of an official ERWAT order only.</p>
1.2.31	<p><u>Non-Awards</u></p> <p>Kindly note that bidders, who have submitted a tender, may visit the ERWAT website: www.ERWAT.co.za to view the outcome of the relevant bid.</p> <p>In the event that no correspondence or communication is received from ERWAT within 120 consecutive days after the stipulated closing date and time of the Tender, the tender will be deemed to be unsuccessful.</p> <p>The unsuccessful bidder may on written request (in terms of the Access to Information Act) be given reason why their bid was unsuccessful.</p>
1.2.32	<p><u>Objections and complaints</u></p> <p>Persons may lodge a written objection or complaint to the Accounting Officer, where aggrieved by decisions or actions taken by the municipal entity in the implementation of its supply chain management system, within 14 (fourteen) days of the decision or action taken in terms of Regulation 49 of the Municipal Finance Management Act, Act 56 of 2003 – Supply Chain Management Regulations published under GenN 868 in GG 27636 of 30 May 2005 effective 1 July 2005.</p>
1.2.33	<p><u>EPWP requirements for labour intensive projects</u></p> <p>ERWAT supports labour intensive projects and other services relating to where physical labour is required.</p> <p>All service providers will be required to maximize the use of local unemployed labour on projects or when supplying or delivering services to ERWAT where applicable.</p> <p>All relevant questionnaires and reports are to be completed in full and submitted as part of this bid document.</p>

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.2 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID ERW202104/TNDR001: THE COLLECTION, TRANSPORTATION, DISTRIBUTION AND MANAGEMENT OF BIOSOLIDS AT ERWAT SITES FOR A PERIOD OF 36 MONTHS ON AS AND WHEN REQUIRED BASIS

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Document Data and addenda thereto as listed in the Bid Document Schedules, and by submitting this Offer has accepted the Conditions of Bid Document.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Supplier under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED RATES FOR THE GOODS, AS SET OUT IN THE PRICING SCHEDULE/BILL OF QUANTITIES (THE PRICES INCLUSIVE OF VALUE ADDED TAX), IS HEREBY CONFIRMED FOR THE PERIOD OF THE CONTRACT PERIOD INCLUDING THE PROVISIONS FOR THE ANNUAL ESCALATIONS (WHERE APPLICABLE)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Document Data, whereupon the Bidder becomes the party named as the Supplier in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness: _____
Name Date

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Supplier the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

And drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the Bid Document Data and any addenda thereto listed in the Bid Document Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Bidder shall within 7 days after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed signed copy of this SLA, including the Schedule of Deviations (if any). Unless the Bidder (now Supplier) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the Bidder _____
(Name and address of organisation)

Name & Signature of Witness: _____
Name _____ Date _____

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.3 SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the Bid documents issued by the Employer prior to the Bid Document closing date is limited to those permitted in terms of the Conditions of Bid Document.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1	Subject: _____
	Details: _____
2	Subject: _____
	Details: _____
3	Subject: _____
	Details: _____
4	Subject: _____
	Details: _____
5	Subject: _____
	Details: _____
6	Subject: _____
	Details: _____
7	Subject: _____
	Details: _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Document Data and addenda thereto as listed in the Bid Document Schedules, as well as any confirmation, clarification or change to the terms of the Offer agreed by the Bidder and the Employer during this process of Offer and Acceptance. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid Document documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE BIDDER:

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Witness: _____
Name Signature

Date: _____

FOR THE EMPLOYER

Signatures (s) _____

Name(s) _____

Capacity _____

(Name and address of Organisation)

Witness: _____
Name Signature

Date: _____

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.4 CONTRACT FORM: PURCHASE OF GOODS/WORKS

MBD7.1

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

PART A (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) _____

in accordance with the requirements and specifications stipulated in bid number ERW202104/TNDR-001 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 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
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. It is noted that this is rates based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.
5. 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 fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

2 _____

DATE: _____

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 7.1

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART B (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)

1. I _____ in my capacity as _____ accept your bid under reference number: **ERW202104/TNDR-001** dated _____ for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
	<i>Kindly refer to the pricing schedule</i>				

**** It is noted that this is rates based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.***

4. I confirm that I am duly authorized to sign this contract.
- 5.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

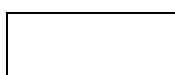
DATE _____

WITNESSES

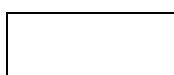
1. _____

2. _____

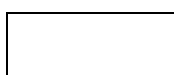
DATE: _____



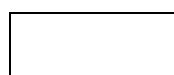
Supplier



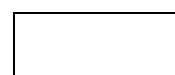
Witness 1



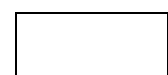
Witness 2



Employer



Witness 1



Witness 2

3.5 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT IS made at _____

on the _____ day of _____ in the year _____.

Between EKHURULENI WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one
part, herein represented by _____

In his capacity as _____

and delegate of the Employer in terms of the Employer's standard powers of delegation pursuant to the
provisions of Act No 7 of 1998, and

(hereinafter called "the Mandatory") of the other part, herein represented by:

in his capacity as _____

and being duly authorized by virtue of a resolution appended hereto as Annexure A;

WHEREAS the Employer requires certain works be constructed, viz DESCRIPTION: and has accepted a
Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the
Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order
to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act,
1993 (Act 85 of 1993).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either -
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2010 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or
 - (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.

Supplier

Witness 1

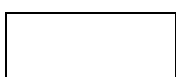
Witness 2

Employer

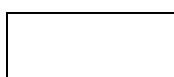
Witness 1

Witness 2

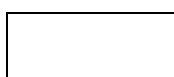
- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8: General duties of Employers to their employees
 - (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees
 - (iii) Section 37: Acts or omissions by employees or mandatories
 - (iv) Sub - section 37(2) relating to the purpose and meaning of this Agreement
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his sub Suppliers.
- 4 In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his sub Suppliers, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his sub Suppliers' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
7. The Mandatory undertakes to ensure that he and/or sub Suppliers and/or their respective employers will at all times comply with the following conditions:
- a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his sub Suppliers.



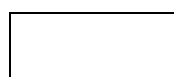
Supplier



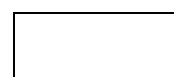
Witness 1



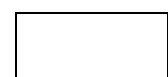
Witness 2



Employer



Witness 1



Witness 2

In witness hereof the parties are to set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER : _____

Witness 1 _____

Witness 2 _____

(Name) _____
(Print)

(Name) _____
(Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: _____

Witness 1 _____

Witness 2 _____

(Name) _____
(Print)

(Name) _____
(Print)

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.6 PERFORMANCE MANAGEMENT SYSTEM

The Municipal Finance Management Act (No. 56 of 2003) Section 116 (2) (d) determines that a Municipality must enter into a Performance Management System (PMS) with all service providers.

A PMS will be concluded with the appointed bidder and the costing for this project will run during the **2021/2022, 2022/2023 and 2023/2024 financial years.**

ACCEPTANCE OF PMS AGREEMENT

You are hereby requested to sign this document as acceptance of the agreement.

SUPPLIER

Signature : _____

Name : _____

Designation : _____

Date : _____

EKHURULENI WATER COMPANY

Signature : _____

Name : **MR. T GOPANE**

Designation : **MANAGING DIRECTOR**

Date : _____

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.7 ERWAT INDEMNITY

1. The Supplier hereby agrees to indemnify, hold harmless and defend ERWAT and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:
 - 1.1 Any liability with regard to claims by governmental authorities or others for non-compliance by Supplier of any Act of Parliament, law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.
 - 1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Supplier or its SubSuppliers, or of their employees.
 - 1.3 Any liability arising from loss or damage to Supplier and/or SubSupplier's equipment and their other property on site.
 - 1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Supplier's employees or the death of/or injury or sickness or disease to third parties.
 - 1.5 Any liability arising from any loss of/or damage to property belonging to a third party.
 - 1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know-how in respect of the work designed by/or under the responsibility of the Supplier.
 - 1.7 Any liability arising from the death or injury or loss or damage to property of third parties or ERWAT's property as a result of the negligent acts or omissions of Suppliers or its subSupplier's employees.
 - 1.8 Supplier shall indemnify ERWAT against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, _____ the undersigned (duly authorised to sign) hereby declare that I have read and understood the abovementioned and agree to all the above.

COMPANY:	
ADDRESS:	
TEL:	
CELL:	
DATE:	
SIGNATURE:	

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.8 SPECIAL CONDITIONS OF CONTRACT

1. ERWAT'S OBJECTIVES:

The aim of this bid is to increase the service delivery level of the ERWAT to both its internal and external clients. This will be done by way of the following:

- Reduction in the number of quotation requests
- Improved turn-around times for obtaining purchase orders
- More focused approach to the Entity's core functions.

2. CONTRACT PERIOD:

The award will be for a period of Thirty-Six (36) months with a probation period of Twelve (12) months, whereby if your performance is not to the satisfaction of ERWAT, the contract will automatically lapse after the Twelve (12) months' probation.

3. CONTRAT PRICE ADJUSTMENTS FOR LONG TERM CONTRACTS RUNNING OVER A ONE YEAR PERIOD (TERM CONTRACTS):

The successful bidder(s) pricing will be adjusted annually on written request and must reach the SCM office one (1) month prior to the anniversary of the bid.

Price adjustments will be effective on date of anniversary of this bid. The Entity will not accept any requests for price adjustments other than the adjustments stated above.

Annual price adjustment is calculated on the average Reserve Bank CPI figures for the year at time of anniversary of this bid.

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.9 GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Supplier

Witness 1

Witness 2

Employer

Witness 1

Witness 2

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 goods are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which 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 subSuppliers) and which costs are inclusive of the costs abroad, plus freight

and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

6. 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.
- 6.2 When a supplier developed documentation / projects for the municipality/ municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents. Another form of acceptable to the purchaser; or
 - b) a cashiers' 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.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or Supplier's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be ejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

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

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

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

14. Spare parts

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation Orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 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 sub Supplier(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the

situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti- dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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

33. Transfer of contracts

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

34. Amendment of contracts

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a Supplier(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or Supplier(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 section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or Supplier(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 Supplier(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 Supplier(s) concerned.