



BID DOCUMENT

BID ERW202007/TNDR-241: THE APPOINTMENT OF A SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING, SAFETY CONSUMABLES AND EQUIPMENT TO ALL ERWAT SITES AS WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

COMPULSORY BRIEFING SESSION	23rd July 2021 at 08h30 to 10H00 via Virtual Zoom meeting. Registration will be required. Zoom link: https://erwat-za.zoom.us/j/9478542136
CLOSING DATE:	Friday, 6th August 2021
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.

ERWAT STAMP

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

INDEX		PAGE NO
ADVERTISEMENT		4 – 5
SECTION 1: ADMINISTRATIVE COMPLIANCE		6 – 7
MBD 1	INVITATION TO BID	8 – 10
MBD 2	TAX COMPLIANCE STATUS	11 – 12
MBD 3.1	PRICING SCHEDULE – FIRM PRICES	13
MBD 4	DECLARATION OF INTEREST	14 – 16
MBD 6.1	PREFERENCE POINTS CLAIM	17 – 22
	PART A - SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE	23
	PART B - SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE	24
MBD 6.2	LOCAL PRODUCTION: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	25-29
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	30 – 31
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	32 – 34
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.	35
FORM B	NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE	36
FORM C	AUTHORITY OF SIGNATORY	37 – 39
FORM D	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS	40
FORM E	RECORD OF ADDENDA TO TENDER DOCUMENTS	41
FORM F	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	42
FORM G	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	43
FORM H	CERTIFIED COPY OF ID DOCUMENTS OF OWNERS/MEMBERS/SHAREHOLDERS (SEE BIDDERS INFORMATION SECTION).	44
FORM I	CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER	45
FORM J	SANS/SABS/ISO CERTIFICATION OR TQM CERTIFICATION OR OTHER CERTIFICATES REQUIRED IN TERMS OF THE REGULATORY AUTHORITY AS SET OUT IN THE SPECIAL CONDITIONS OF CONTRACT	46 – 49
FORM K	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT	50

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L	COPY OF COMPANY REGISTRATION DOCUMENTS	51
FORM M	REG 4: SUB-CONTRACTING AS CONDITION OF TENDER FOR A CONTRACT BELOW R30 MILLION	52 – 53

	SECTION 2 – SCOPE OF WORKS AND PRICING	54
2.1	SCOPE OF WORKS/SPECIFICATIONS	55 – 56
2.2	EVALUATION CRITERIA	57 - 60
2.3	PRICING SCHEDULE/BILL OF QUANTITIES	61 – 85
2.4	LIST OF IMPORTED ITEMS	86
2.5	ALTERNATIVES OFFERED	87
2.6	SITE INFORMATION	88 – 89
2.7	ANNEXURES (Materials, standard equipment and workmanship/Mechanical & Electrical equipment/Surface and corrosion protection specs/OHS specs)	90 - 92

	SECTION 3 – CONTRACT DOCUMENTS	93
3.1	STANDARD CONDITIONS OF BIDDING	94 – 100
3.2	FORM OF OFFER AND ACCEPTANCE	101 – 102
3.3	SCHEDULE OF DEVIATIONS	103 – 103
3.4	MBD 7.1: CONTRACT FORM – GOODS/WORKS:	
	PART A: TO BE COMPLETED BY THE BIDDER	105
	PART B: TO BE COMPLETED BY EKURHULENI WATER COMPANY	106
3.5	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	107 – 109
3.6	PERFORMANCE MANAGEMENT SYSTEM: DRAFT PMS	110
3.7	INDEMNITY FORM	111
3.8	SPECIAL CONDITIONS OF CONTRACT	112
3.9	GENERAL CONDITIONS OF CONTRACT	113- 125

Contractor

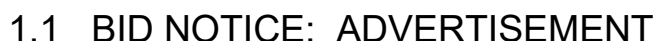
Witness 1

Witness 2

Employer

Witness 1

Witness 2



11

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

All tender documents must be submitted on the official forms – **(not to be re-typed)**. Bid documents completed in ink must be placed in a sealed envelope clearly marked: BID **ERW202007/TNDR-241**: 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 30 October 2020** 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 at 011 929 7115 or publictenders@erwat.co.za. All Technical Enquiries shall be addressed to: Dipuo Mohlala at 011 929 7099 or dipuo.mohlala@erwat.co.za. Kindly CC the other party in all correspondence.

Bids will be evaluated in terms of ERWAT' 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).

13th July 2021 (date of ad on the website and advertised)

Contractor

Witness 1

Witness 2

Employer

Witness 1

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 3.1	PRICING STRUCTURE: FIRM PRICES		
MBD 4	DECLARATION OF INTEREST		
MBD 6.1	PREFERENCE SCHEDULE		
MBD 6.2	LOCAL PRODUCTION: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
MBD 7.1	CONTRACT FORM: PURCHASE OF GOODS		
	PART 1: TO BE COMPLETED BY THE BIDDER		
	PART 2: TO BE COMPLETED BY ERWAT (THE EMPLOYER)		

Contractor

Witness 1

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	SANS/SABS/ISO Certification or TQM certification or other certificates required in terms of the regulatory authority as set out in the special conditions of contract		
FORM K	Letter of intent to submit Third Party Liability Insurance and All risk contractors insurance to cover this contract		
FORM L	Copy of Company Registration Documents		
FORM M	REG 4: Sub-contracting as condition of tender for a contract Below R30 million		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO SUBMIT AN OFFER FOR BID ERW202007/TNDR-241: THE APPOINTMENT OF A SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING, SAFETY CONSUMABLES AND EQUIPMENT TO ALL ERWAT SITES WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

CLOSING DATE: Friday, 6th August 2021

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 **BID ERW202007/TNDR-241** 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 Mondays to Fridays.

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)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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:			MAAA _____				
CIDB REGISTRATION NUMBER							
CIDB GRADING							
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 MBD 6.1		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)

☐
☐
☐
☐

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(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)

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

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

NAME AND SURNAME: _____

SIGNATURE OF BIDDER: _____

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: Ms Dipuo Mohlala /Mr. D Hiscock

CONTACT DETAILS: (TEL) 011 929 7099/7124 E-MAIL: Douglas.hiscock@erwat.co.za
Dipuo.mohlala@erwat.co.za

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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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.

Contractor

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

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

NAME OF BIDDER: _____

BID ERW202007/TNDR-241: THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING, SAFETY CONSUMABLES AND EQUIPMENT TO ALL ERWAT SITES AS WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

CLOSING DATE: Friday, 6th August 2021

OFFER TO BE VALID FOR **ONE HUNDRED AND TWENTY CONSECUTIVE (120) DAYS** FROM THE CLOSING DATE OF BID.

- REQUIRED BY: **EKURHULENI WATER CARE COMPANY**

- AT: **OPERATIONS SECTION – ALL ERWAT PLANTS/WCW, WORKSHOPS, HEAD OFFICE AND LABORATORY**

BRAND AND MODEL _____ OFFERED

COUNTRY OF ORIGIN _____

- DOES THE OFFER COMPLY WITH ALL SPECIFICATIONS? **YES/NO***

- IF NOT TO SPECIFICATION, INDICATE DEVIATION(S) AND SUBMIT FULL TECHNICAL DETAIL AND DRAWINGS ON DEVIATIONS

- DELIVERY PERIOD: _____ DAYS/WEEKS/MONTHS

- DELIVERY BASIS: _____ FIRM/NOT FIRM

Bid prices must be fixed and firm for the first 12 months of the bid contract where after the CPI indices will apply based on the average figures at the time of the anniversary of this bid.

Contractor

Witness 1

Witness 2

Employer

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:

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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?
If so, furnish particulars.

YES / NO

4.9 Have you been in the service of the state for the past twelve months?

YES / NO

If so, furnish particulars.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

- 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

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.

Contractor

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) an executive 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

Contractor

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:

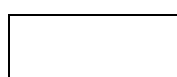
POINTS	
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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.

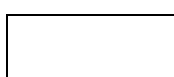
1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

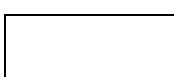
- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



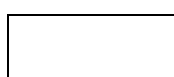
Contractor



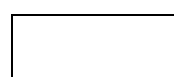
Witness 1



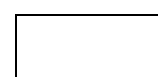
Witness 2



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:

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

Contractor

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**

Bidders must note the following with regards to sub-contracting:

- a) The sub-contracting must be to a separate legal entity.
- b) A legal person or unincorporated body of persons cannot sub-contract to themselves.
- c) A joint venture, consortium or unincorporated body of person may not sub-contract to a member of that joint-venture, consortium or unincorporated body of persons.

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

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

(Tick applicable box)

- 7.1.1 If yes, indicate:

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

- i) What percentage of the contract will be subcontracted _____ %?
- ii) The name of the sub-contractor _____
- iii) The B-BBEE status level of the sub-contractor _____
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)
- | | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|
- v) Specify, by ticking the appropriate box, for subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

7.1.2 BIDDERS DECLARATION FOR MEETING THE MINIMUM REQUIREMENT OF THE CONTRACT TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:

NO.	ADVANCE DESIGNATED GROUPS	BEE LEVEL	SIGNATURE
1	BEE Level 1,2,3 or 4		

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: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

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

WITNESSES:

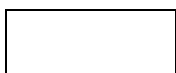
1. _____

2. _____

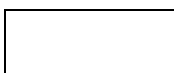
DATE: _____

SIGNATURE(S) OF BIDDER(S)

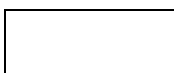
ADDRESS: _____



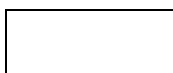
Contractor



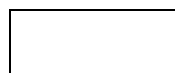
Witness 1



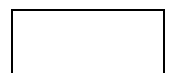
Witness 2



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 PRECEDENCE 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.

Contractor

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

<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<i>Contractor</i>	<i>Witness 1</i>	<i>Witness 2</i>	<i>Employer</i>	<i>Witness 1</i>	<i>Witness 2</i>

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

- 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.		

- 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.
- 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> <i>Contractor</i>	<div></div> <i>Witness 1</i>	<div></div> <i>Witness 2</i>	<div></div> <i>Employer</i>	<div></div> <i>Witness 1</i>	<div></div> <i>Witness 2</i>
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MBD 6.2

LOCAL PRODUCTION: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

The stipulated minimum threshold percentages for local production and content for the **Textiles, Clothing, Leather and Footwear sector is 100%**.

- 4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? *(Tick applicable box)*

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: _____
- (b) Practice number: _____
- (c) Telephone and cell number: _____
- (d) Email address: _____

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID ERW202007/TNDR-241:

ISSUED BY: EKURHULENI WATER CARE COMPANY (ERWAT)

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned _____ (full names), do hereby

declare, in my capacity as _____

of _____ (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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"/>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the 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"/>
4.5.1	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

Contractor

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:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID ERW202007/TNDR-241: THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING, SAFETY CONSUMABLES AND EQUIPMENT TO ALL ERWAT SITES AS WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

in response to the invitation for the bid made by: **EKURHULENI 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.

Contractor

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

Contractor

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)		

Contractor

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

Contractor

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.

Contractor

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. _____

-

Contractor

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 on 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.

Contractor

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

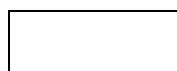
FORM E

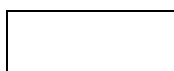
RECORD OF ADDENDA TO BID DOCUMENTS

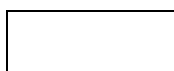
We confirm that the following communication received from the Employer before the submission of this BID DOCUMENT offer, amending the BID DOCUMENT documents, have been taken into account in this BID DOCUMENT offer:

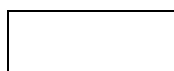
	Date	Title of Details

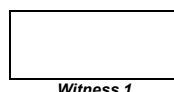
SIGNATURE ON BEHALF OF BIDDER

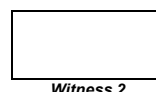

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 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 Contractor 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:** _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT /PLAN (WHERE APPLICABLE)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM I

CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J

SPECIAL CONDITIONS OF CONTRACT

Bidders are required to conform to the following legislated provisions for the duration of the contract:

The Standards Act, 1993: (Act 29 of 1993) requires manufacturers to comply with specific codes of standards set by the South African Bureau of Standards (SABS 1828, 1827, 1853, etc.). These SABS /SANS codes of standards specify general requirements for cleaning chemicals and disinfectants intended for use in the food industry.

In addition, the **Agricultural Products Standards Act (Act 119 of 1990)** specifies requirements for cleaning chemicals, detergent-disinfectants and disinfectants for use in organic production of foodstuffs, and **Act 36 of 1947 (The fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act)** specifies requirements for products used on animals intended for human consumption.

As many of the chemicals required are intended to be used in the kitchen area, these acts will apply this bid.

SABS standards requirements:

- **Raw materials** used in formulations of cleaning chemicals, disinfectants and detergent-disinfectant products, must be of such a nature that they are suitable for use in kitchen/food zone areas. Ingredients may not be potentially hazardous or toxic, nor form toxic or potentially toxic reaction products. All raw materials must therefore be assessed to establish if they are harmful.
- Concentrations of materials used may not be such that they can potentially leave **residues**, nor may manufacturers formulate products that can potentially leave residues, which could then be harmful to humans.
- Cleaning chemicals are not allowed inside a food zone unless they carry the **relevant SABS mark**.
- Cleaning chemicals must, when used according to the manufacturer's recommendations, remove those soils against which they are **claimed to be effective**. The same applies for disinfectants and detergent disinfectants, which must kill those *organisms* claimed, and detergent-disinfectants must remove the specific *soils* against which they are claimed to be effective.
- Products that are intended for use on normal unbroken human skin must have a **pH value** at the recommended in-use dilution of between 4 - 9.
- Cleaning chemicals, disinfectants and detergent disinfectants **may not contain any perfumes**, nor leave any objectionable **odours, colour or flavour** in food products, if used in accordance with the recommendation of the manufacturer. However, products used in staff amenities can contain perfumes as long as use is strictly limited to staff amenities.
- Cleaning chemicals used at the working concentrations and temperatures recommended by the manufacturer **should not cause pitting, etching or discoloration or increase the mass of the applicable test strip**. (SABS 1828, Clause 5).

Cleaning chemicals, after a storage period of 12 months in the original container at 25°C ± 5oC in the case of a liquid **may not show any separation or thickening, and solids must remain homogeneous**.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- **SABS 1828 and 1853 also require a documented quality system from the manufacturer** that must contain (but is not limited to) the following:

- a procedure for product manufacture,
- specifications for raw materials and finished products
- raw material tests
- a procedure for work in progress, packaging and labelling,
- storage of the finished products.

- **Labelling requirements:**

Any product labelled as “Dangerous Goods” must contain the relevant United Nations number and proper name. Labels must then also contain the following –

- indication of whether the product is a cleaning chemical, disinfectant or detergent disinfectant and what type.
- the purpose for which the product is claimed to be suitable and that the product is suitable for a food processing plant.
- recommendations for use, hazard warnings if relevant, certification standards by a relevant authority and certification marks.
- if applicable, the expiry date, manufacturer’s name or trademark, batch identification, whether the product is required to be rinsed from food surfaces after use and the appropriate instruction for storage of the product.

The government has passed legislation requiring manufacturers to adopt the relevant SABS standards.

These codes of standards are separated into cleaning chemicals (SABS 1828), detergent-disinfectants and disinfectants (SABS 1853). Any manufacturer that does not comply with these codes of standards is then in violation of Act 29 of 1993. Therefore, if any product is registered under Act 29 of 1993, it also means that the product complies with the requirement of the relevant SABS standard.

The following codes can be used as a source of reference for additional information:

Contractor

Witness 1

Witness 2

Employer

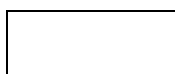
Witness 1

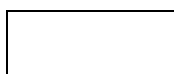
Witness 2

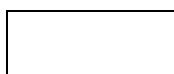
≈ This bid must comply with the provisions of the Occupational Health and Safety Act, (Act 85 of 1993)

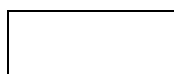
≈ The following standards (but not limited to) are applicable:

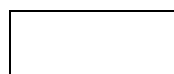
ISO/SANS/SABS STANDARDS FOR PROTECTIVE CLOTHING	
ISO 13688:1998	Protective clothing -- General requirements
ISO 6530:2005	Protective clothing -- Protection against liquid chemicals -- Test method for resistance of materials to penetration by liquids
ISO 5234:2005	Textile machinery and accessories -- Metallic card clothing -- Definitions of dimensions, types and mounting
ISO 11079:2007	Ergonomics of the thermal environment -- Determination and interpretation of cold stress when using required clothing insulation (IREQ) and local cooling effects
ISO/TR 2801:2007	Clothing for protection against heat and flame -- General recommendations for selection, care and use of protective clothing
ISO 13994:2005	Clothing for protection against liquid chemicals -- Determination of the resistance of protective clothing materials to penetration by liquids under pressure
ISO 9920:2007	Ergonomics of the thermal environment -- Estimation of thermal insulation and water vapour resistance of a clothing ensemble
ISO 13982-1:2004	Protective clothing for use against solid particulates -- Part 1: Performance requirements for chemical protective clothing providing protection to the full body against airborne solid particulates (type 5 clothing)
ISO 17492:2003	Clothing for protection against heat and flame -- Determination of heat transmission on exposure to both flame and radiant heat
ISO 8096:2005	Rubber- or plastics-coated fabrics for water-resistant clothing -- Specification
ISO EN 343	Protective clothing against rain where X = Water penetration resistance classification and Y = Water vapour resistance classification
SANS 434	This standard specifies requirements for the material, cut, make and trim of boiler suits, two-piece work wear suits, bib and brace overalls and coats and jackets (unlined) but does not cover garments designed for the protection against specific hazards This covers the materials, workmanship, styles, sizes, makeup of the suits, stitches & seams
SANS 1387	South African National Standard woven cotton and similar apparel fabrics This covers 11 types of fabric, however the parts 1 to 4 are relevant to the work wear Part 1 is for poly cotton fabrics and Part 4 is for cotton jean and drill fabrics J54 Jean material with a 2/1 twill weave, 220g/m2 minimum D59 Drill material with a 4/1 satin weave, 270/m2 minimum
SANS 1423	Part 1 is for performance requirements for textile fabrics of low flammability The standard covers the flammability performance requirements for four classes of washable apparel fabric, each class being divided into three flammability performance categories NOTE The use of certain fabric combinations, trims, accessories and sewing threads that are not compatible can have an adverse effect on the flammability performance of a garment
SANS 724	Personal Protective Equipment & Protective Clothing Against Thermal Hazards of an Electric Arc Design, selection and performance requirements of electric arc resistant clothing and equipment for the protection of persons against the thermal hazards of an electric arc, which could occur during operating or working on or near electrical equipment in the workplace
SANS 61482	Live working, Protective clothing, against the thermal hazards of an electric arc Part 1 is IEC 61482-1-1 Determination of the arc rating (ATPV or EBT50) of flame resistant materials for clothing IEC 61482-1-1 Method A is identical to ASTM F1959, with the exception of different laundry preconditioning requirements
SANS 50471	EN 471 High-visibility warning clothing for professional use - Test methods and requirements
Fabric class	Class C: Capable of withstanding wash treatments at temperatures of up to 60 °C
Flammability category	Category 1: The fabric does not ignite within a given time period
Triple stitch	H Three Needle Lockstitch (ISO# 407) 3 needle threads passing through the material with a looper interlacing set on the underside of the seam
Safety stitch	Combining a single needle chain stitch and an over edge stitch that are formed simultaneously (ISO# 516

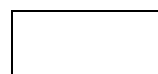

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Zips	Use of quality Zips (Types of YKK zips or equivalent)
Arc headgear kit	EN 166:2001 DIN EN 170:2002 GS-ET-29:2010-02 ANSI Z87.1 ASTM F2178 CE1883
Arc Switching suite	Fabric: NFPA 70E; ASTM F1506; OSHA 1910.269; EN ISO 11612; EN ISO 11611; IEC 61482-1-1; ASTM F1959 and OEKO TEX STANDARD 100. Garment: SANS 724; ASTM F2621; IEC 61482-2 and CE 0339 ATPV1: 51.5 cal/cm ² ; HAF2: 93.9%
Arc Shirt	Materials: Permanently Flame Resistant (FR) 100% Cotton, 185g/m ² (5.5 oz/yd ²) Fabric: NFPA 70E; ASTM F1506; EN 531; ASTM F1959; IEC 61482-1-1 and OEKO TEX STD. 100. Garment: ASTM F2621; SANS 724: 2010; IEC 61482-2 and CE 0339. ATPV1: 8.3 cal/cm ² ; HAF2: 68.2 %

ERWAT reserves the right to request additional information relating to submissions of supporting documents to clarify details thereof or uncertainties during the BEC phase.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L

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,
- As well as the documents in MBD 1, MBD 6.1, Form C and Form D of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

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

- Certified Copy of ID

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M (PPPFA - REG 4)

SUB-CONTRACTING AS 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.

2.1 BIDDERS DECLARATION FOR MEETING THE MINIMUM REQUIREMENT OF THE CONTRACT TO THE FOLLOWING ADVANCED DESIGNATED GROUPS:

NO.	ADVANCE DESIGNATED GROUPS	BEE LEVEL	SIGNATURE
1	BBE Level 1,2,3 or 4		

3. DETAILS OF THE SUB-CONTRACTING PARTY:

- Name of the sub-contractor: _____
- Sub-contracting company registration number: _____
- Rates and taxes not older than 3 months attached: **Yes/No**
- MBD 4 of contracting party attached: **Yes/No**
- BBBEE Level: _____ (Certified or original to be attached)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- CSD number: MAAA_____

4. LIT 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.

5. 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:
- The information furnished is true and correct;
 - In the event of a contract being awarded as a result of advanced designated groups claimed as shown in paragraph 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - If the B-BBEE 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 –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - forward the matter for criminal prosecution.

WITNESSES:

1. _____

2. _____

DATE: _____

SIGNATURE(S) OF BIDDER(S)

Contractor

Witness 1

Witness 2

Employer

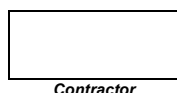
Witness 1

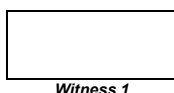
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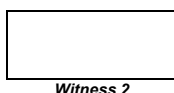


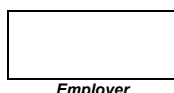
SECTION 2 – SCOPE OF WORKS AND PRICING

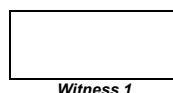
DESCRIPTION		BIDDER TO CONFIRM THAT ALL PAGES COMPLETED & SIGNED: YES/NO	FOR OFFICE USE ONLY VERIFIED BY SCM OFFICIAL: YES/NO
2.1	SCOPE OF WORKS/SPECIFICATIONS		
2.2	EVALUATION CRITERIA		
2.3	PRICING SCHEDULE/BILL OF QUANTITIES		
2.4	LIST OF IMPORTED ITEMS		
2.5	ALTERNATIVES OFFERED		
2.6	SITE INFORMATION		
2.7	ANNEXURES (Materials, standard equipment and workmanship/Mechanical & Electrical equipment/Surface and corrosion protection specs/OHS specs)		

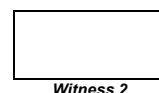

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

2.1 TECHNICAL SPECIFICATION

2.1 SCOPE OF WORK

BID ERW202007/TNDR-241: THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE CLOTHING, SAFETY CONSUMABLES AND EQUIPMENT TO ALL ERWAT SITES AS WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

Suitably accredited, experienced bidders are hereby invited to submit a bid for the supply and delivery of personal protective clothing and equipment for a period of thirty-six (36) months:

1. SCOPE OF WORK

This contract will apply to the employees who work at all ERWAT Water Care Works (WCW) Plants Scientific Services and Head Office.

The contractor should note that the information provided below is presumed to be correct, it is the responsibility of the contractor to ensure that correct and current information is used for quotation on garment purchase. ERWAT will not be held responsible for any errors emanating from this information.

ERWAT wishes to procure personal protective clothing and or equipment (PPE) on the following option:

2. OUTRIGHT PURCHASE

Bidders are required to supply and deliver PPE for all ERWAT employees on an as and when required basis to conform to the Occupational Health and Safety Act, (Act 85 of 1993).

Bidders must offer and supply products that adhere to the SANS (SABS) standards at all items.

Proof of such must be submitted to ERWAT on request during the technical evaluation phase. Sample material used for the sample testing for fire, chemical resistance, etc.

ERWAT reserves the right not to accept products that are different supplied at evaluation stage. The preferred bidder/s might be requested to bring through a sample for sign off prior to mass production and branding

3. GENERAL PROVISIONS

This contract is estimated to be effective for a period of thirty-six (36) months effective from date of appointment ending thirty-six (36) months thereafter.

Bidders must offer and supply products that adhere to the SANS (SABS) standards as specified in the specifications of all items.

Proof of such must be submitted to ERWAT on request during the technical evaluation phase.

The Technical Evaluation Team may request to inspect samples, certificates, warehouses, bidder's supplier's premises and equipment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. **PRODUCT/SAMPLES:**

It is the responsibility of the prospective Bidder(s) to ensure that they have samples, as quoted on, available for the Technical Evaluation Committee for inspection with prior notice.

ERWAT will make available its samples for inspections, where of date and time will be indicated in the tender act

5. **EMBROIDER SAMPLES:**

Prospective bidders have to submit a sample of the embroider logo to ERWAT representative for approval **prior** to the application thereof.

Furthermore, the prospective bidders must have samples of all the embroider logo on offer available for inspection during the technical evaluation phase.

All shirts, overalls, laboratory coats, waistcoats and thermal jackets will be required to be stitch embroider with the employees personalised name on left front pocket and or the ERWAT logo on the back of each garment. A list of employee names and sizes will be available from the Occupational Health and Safety Officer and must be approved prior to stitching.

6. **SIZING AND FITTING:**

It is the responsibility of the successful bidder to schedule fitting and sizing sessions with all end users/supervisors at ERWAT through the office of the Occupational Health and Safety Manager.

The successful bidder must also be able to exchange any garment, in any size, for a specific size of the same garment, at no additional cost to ERWAT. (if it is their mistake that wrong size was delivered; or even if staff fit and still want to change sizes)

7. **PRICING**

Bidders are required to complete the full pricing schedule provided for, including the delivery period, as well as the firm prices must be quoted.

8. **BID AWARD**

ERWAT reserves the right to award the contract in full, in part, make award to more than one bidder or to not award the contract at all. Kindly note that ERWAT will purchase PPE on this contract on an 'as and when required' basis and order quantities may vary from order to order.

9. **CONTRACT PRICE ADJUSTMENTS:**

Price adjustment is based on the average CPI figures as issued by the Reserve Bank of South Africa at the time of anniversary of the bid for bids longer than thirty-six (36) months.

10. **ISO/SANS/SABS STANDARDS**

All products offered must bear the relevant ISO/SANS/SABS clothing label or logo and ERWAT reserves the right to request proof of such (certificates) from the bidders at a pre-determined time during the bid evaluation phase and complied with throughout the contract period. Failure to comply with the standard will render your bid invalid.

ERWAT reserves the right to cancel an order if the PPE is found to be of sub-standard and that the Bidder failed to implement corrective measures to that effect.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.2 EVALUATION CRITERIA

1.1 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve minimum number of **70 points out of 100** for their technical proposals before their financial proposals and B-BBEE status are evaluated as set out the tables below. 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.

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.
- Bidders support for local enterprise development and local staff empowerment

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.**

The contractor is required to give preference to local labour when appointing unskilled labour. The contractor is also required to ascertain whether any semi-skilled labour can be employed locally before importing such personnel from other areas.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CRITERION	CRITERION DETAILS	POINTS	SCORE
COMPANY EXPERIENCE	<p><i>Bidders are required to submit signed reference letters and or completion certificates from companies (on their respective letterheads) where the works were completed and should include the work done, timeframe and the level of satisfaction. Certified copies are acceptable.</i></p> <p><i>Kindly attach letters of reference and/or completion certificates (orders, invoices and appointment letters do not constitute proof of works completed satisfactorily):</i></p> <ul style="list-style-type: none"> No letters provided = 0 points Less than 1- 3 letters and/or certificates = 20 points 4-5 letters and/or certificates = 30 points More than 5 letters and/or certificates = 50 points 	50	
<p><i>Location of company refers to the bidder's day-to-day operational location.</i></p> <p><i>This proof of evidence should clearly state the location in a form of physical street address that shall be utilised to score points (No post box address will be accepted)</i></p>	<p><i>Bidders are required to submit a valid rate and taxes account not older than 3 months from date of submission of tender or a valid signed lease agreement and Affidavit verifying the proof of Address. Bidders must note that ERWAT reserves the right to verify the information with the local authorities during the bid evaluation phase (kindly refer to Form A)</i></p> <ul style="list-style-type: none"> Contractor located within the Ekurhuleni Metropolitan Municipality or Lesedi Local Municipality Area = 50 Contractor located outside the Ekurhuleni Metropolitan Municipality Area but within the Gauteng Province = 30 Contractor located outside the Gauteng province but within the borders of South Africa = 20 	50	
TOTAL	<i>Bidder must score a minimum of 75 points to be considered for further evaluation</i>	100	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ERWAT GENERAL NOTES:

ERWAT reserves the right to award the bid to one or more than one bidder (split between sites)

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

- 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

- (a) All payments will be discussed and agreed upon on the SLA.
- (b) 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.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CONFIDENTIALITY

Over and above the provisions of clause B34 of the general conditions the following will apply. In the process of representing the 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3 PRICING SCHEDULE

PRICING INSTRUCTIONS:

Bidders must price for the line items as set out below to **include** VAT (for vat registered bidders).

This is a rates based tender and therefore no quantities, sub totals and totals will be applicable in the pricing schedule and orders will only be generated on an as and when required basis according to the rates.

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.

Bidders are required to price for all direct and indirect cost relating to the execution of the contract.

Bidders should note that where a quantity is stipulated in the bid document, this is to be construed as indicative and ERWAT reserves the right to increase/decrease the quantity as the need arises.

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DD3

CATEGORY 1: CLOTHING

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	Safety shoes (Men's Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather semi chromo / nubuck upper synthetic nylon condor upper fasteners, plastic hooks, upper sock. Full foot bed with cushioning heel cup vamp lining non-woven quarter lining with 4mm foam sole material, double density PU sole construction, direct injection moulding insole, non-woven 2.5mm toe protection, scuff resistant, rubber coated leather tongue, bellows tongue toecap steel resistant 200J	per pair		
2	Safety shoes (Female Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather Castrol leather. Upper fasteners. Moulded footed with cushioning heel cup. Quarter lining. Black mesh lining laminated to foam. Lining Vamp non-woven. Sole Material Double density. PU Sole. Construction direct injection moulding. Tongue Standard. Toe Cap Steel resistant 200J	per pair		
3	Gum boots (Men's Heavy Duty Boots with steel toe)	Upper Black PVC; Sole toffee PVC/nitrile optional extras contour molded cushion insole, Fur liner, strap on metaguards.	per pair		
4.	Socks (Long Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Double terry reinforced at heel and toe anti-static fibre woven into stripes. Colour: Navy blue	per pair		
5.	Socks (Short Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static.	per pair		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		Colour: Navy blue			
6.	Jacket (Reflective parka jacket)	2 Tone medium weight jacket, water resistant, padded & fully lined and high visibility with reflective strips	EACH		
7.	Overall (Two piece Conti Suit - Acid resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape-	SET		
8.	Overall (Two piece Conti Suit – fire resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape	SET		
9	Long Sleeve T- Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
10..	Short Sleeve T-Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
11.	Lab coats (White acid resistant lab coat with snap buttons)	<ul style="list-style-type: none"> •Single breast pocket & 2 front patch pockets •Centre back vent Acid resistant treated poly cotton •One breast pocket •Button down •Two waist pockets •Comfort slits on the back 	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

12.	Laboratory pants (Green acid resistant pants with half elasticated waistband)	<ul style="list-style-type: none"> •Two bagged out pockets (slanted). One back patch pocket •Aluminium zips 	EACH		
13	Safety Peak Cap	Shell Material, Cap Material, Size Adjustment, Cradle/Pad, Peak Type, Ventilation. The cap must provide lightweight head protection where high impact resistance is not essential but where there is a risk of minor bumps or scratches. The Cap must have incorporated side foam inserts to make the sides more shock absorbent and also to include ventilation panels on each side of the cap. Colour: Navy blue	EACH		
14	Waders	Green PVC 320/400/700g Off-White 700g. Gumboots with steel toe cap attached to wader.	EACH		
15	Beanie	100% Acrylic, 12 gauge, single knit with turn-up details. Colour: Navy blue	EACH		
16	Belts	Silver stainless steel buckle, 35 mm and 40mm wide. Colour: Navy blue	EACH		
17	Jersey	A perennial favourite, double fold neck, hem, and double-ribbed cuff trims with a two-ridge finish. Colour: Navy blue	EACH		
18	Fleece jacket	Micro fleece, 100% polyester anti-pill treated fleece. Zipper front, Chin cover, wind placket, two-hand pocket. Colour: Navy blue	EACH		
19	Rubberised High-Visibility Navy blue Rain Suit in drawstring bag.	180g PVC/Nylon rain suit with concealed hood in collar, double elasticated cuff, drawstring waist, reinforced crotch, adjustable pants bottoms, with reflective tape.	EACH		
20	Reflector vests (Zip/ID pouch)	This lime high visibility reflective vest is intended to provide conspicuity of the wearer in any light condition when viewed by operators of vehicles or other mechanized equipment during daylight conditions and under illumination of headlights in the dark	EACH		
21	Face cloth	Face cloth 600 GSM (Gram per meter) cotton:assorted colours: 30cm x 30cm, colibri or equivalent	EACH		
22	Hand cloth	Hand cloth 600 GSM (Gram per meter) cotton: assorted colours:	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		50cm x 90cm, colibri or equivalent			
23	Bath Towel	Bath cloth 600 GSM (Gram per meter) cotton: assorted colours: 70cm x 130cm, colibri or equivalent	EACH		
24	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Company Logo	Per Item		
25	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Employee name	Per Item		
26	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Company number	Per Item		

CATEGORY 2: CONSUMABLES

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	PVC gloves wrist	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
2	PVC gloves elbow	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
3	PVC gloves shoulder	Red PVC glove heavy weight, synthetic coating on a cotton interlock, shoulder length: Medium & Large size, style code 32173	per pair		
4	Nitrile Examination gloves	Nitrile Examination gloves, non-allergic, powder	100 units per box		
5	Welding gloves (Pig Skin)	Wildhog VIP TIG Welding glove, wrist size, A grade: Medium & Large Size	per pair		
6	Welding gloves	Wildhog VIP TIG Welding glove, elbow, A grade: Medium & Large size	per pair		
7	Nylon LYCRA Nitrafine gloves	Nylon spandex shell with black nitrile coating, wrist size : Medium & Large, Style Code: 30370	per pair		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8	Gloves	Nitrile Chemical resistant gloves. (When using nitric, sulphuric, and hydrochloric acids). Supertouch 7807/7817/7827/7837 or equivalent. EN 374	Each		
9	Latex household cleaning gloves	Latex yellow gloves, non-slip, flock lined, standard	per pair		
10	Reusable Chemical Nitrile cleaning gloves	Nitrile gloves, acid, alkaline, oil and abrasion proof, CAT III, colour green, wrist size: Large	per pair		
11	Safety glasses (Wrap-Around One Piece Spectacle)	One-piece optical front to reduce imbalances of two-lens eyewear and eliminate the chance of lens popping out on impact. Light, evenly distributed weight for comfort and wearer acceptance. 100% Polycarbonate material to increase worker protection by resisting high impact and offering UV protection. Vented side-shield-type temples to allow air to flow and reduce heat build-up and lens fogging. Must be scratch resistant, coated front for extended lifespan of the eyewear.	EACH		
13	Earmuff	Black plastic flexible head band. Soft plastic covered foam cushions. Lightweight and easy to handle.	EACH		
14	Ear plugs	Ear gear reusable-corded earplugs are high quality non-toxic, comfortable, non-allergic, self-adjusting durable foam earplugs. Ear gear earplugs are triple flanged to ensure optimal protection as specified by SNR28 and NRR 24 to different sized ear canals. Ear gear reusable-corded earplugs can be cleaned using washing soap and water.	Pairs per box of 100		
15	Face shield	Clear Thermotuff Face Shield with brow guard and headgear	EACH		
16	Sun Shields for head gear	Sun Brim Visor Extension	EACH		
17	Masks Respirators	Pinnacle FFP2 NR Masks Respirators 20 in a box or equivalent	20 per box		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

18	Masks Respirators	FFP3 NR Masks Respirators Flat fold respirator NRCS/8072/0169 Used for liquid and solid aerosols EN149:2001	Box of 12 masks		
19	Respirator Cartridges	Reusable Half face respirator medium, 6502, 3M or equivalent	Each		
20	Respirator Cartridges	Reusable Full face respirator medium, 6800, 3M or equivalent	Each		
21	Canister Gas Mask	Canister Gas Mask, Fume mask MSA or equivalent	Each		
22	Half mask respiratory single filter	Half mask respiratory single filter; MSA or equivalent	Each		
23	Single respiratory mask canister.	Combination filter EN141, A2 B2 E2 K1 P3.	Each		
24	Aprons for lab washroom	White PVC Plastic Aprons	Each		

DD4

CATEGORY 1: CLOTHING

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	Safety shoes (Men's Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather semi chromo / nubuck upper synthetic nylon condor upper fasteners, plastic hooks, upper sock. Full foot bed with cushioning heel cup vamp lining non-woven quarter lining with 4mm foam sole material, double density PU sole construction, direct injection moulding insole, non-woven 2.5mm toe protection, scuff resistant, rubber coated leather tongue, bellows tongue toecap steel resistant 200J	per pair		
2	Safety shoes (Female Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather Castrol leather. Upper fasteners. Moulded footed with cushioning heel cup. Quarter lining. Black mesh lining	per pair		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		laminated to foam. Lining Vamp non-woven. Sole Material Double density. PU Sole. Construction direct injection moulding. Tongue Standard. Toe Cap Steel resistant 200J			
3	Gum boots (Men's Heavy Duty Boots with steel toe)	Upper Black PVC; Sole toffee PVC/nitrile optional extras contour molded cushion insole, Fur liner, strap on metaguards.	per pair		
4.	Socks (Long Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Double terry reinforced at heel and toe anti-static fibre woven into stripes. Colour: Navy blue	per pair		
5.	Socks (Short Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Colour: Navy blue	per pair		
6.	Jacket (Reflective parka jacket)	2 Tone medium weight jacket, water resistant, padded & fully lined and high visibility with reflective strips	EACH		
7.	Overall (Two piece Conti Suit - Acid resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape-	SET		
8.	Overall	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-	SET		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	(Two piece Conti Suit – fire resistant(cotton) with reflector strips)	flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape			
9	Long Sleeve T- Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
10..	Short Sleeve T-Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
11.	Lab coats (White acid resistant lab coat with snap buttons)	<ul style="list-style-type: none"> •Single breast pocket & 2 front patch pockets •Centre back vent Acid resistant treated poly cotton •One breast pocket •Button down •Two waist pockets •Comfort slits on the back 	EACH		
12.	Laboratory pants (Green acid resistant pants with half elasticated waistband)	<ul style="list-style-type: none"> •Two bagged out pockets (slanted). One back patch pocket •Aluminium zips 	EACH		
13	Safety Peak Cap	Shell Material, Cap Material, Size Adjustment, Cradle/Pad, Peak Type, Ventilation. The cap must provide lightweight head protection where high impact resistance is not essential but where there is a risk of minor bumps or scratches. The Cap must have incorporated side foam inserts to make the sides more shock absorbent and also to include ventilation panels on each side of the cap. Colour: Navy blue	EACH		
14	Waders	Green PVC 320/400/700g Off-White 700g. Gumboots with steel toe cap attached to wader.	EACH		
15	Beanie	100% Acrylic, 12 gauge, single knit with turn-up details. Colour: Navy blue	EACH		
16	Belts	Silver stainless steel buckle, 35 mm and 40mm wide. Colour: Navy blue	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

17	Jersey	A perennial favourite, double fold neck, hem, and double- ribbed cuff trims with a two-ridge finish. Colour: Navy blue	EACH		
18	Fleece jacket	Micro fleece, 100% polyester anti-pill treated fleece. Zipper front, Chin cover, wind placket, two-hand pocket. Colour: Navy blue	EACH		
19	Rubberised High-Visibility Navy blue Rain Suit in drawstring bag.	180g PVC/Nylon rain suit with concealed hood in collar, double elasticated cuff, drawstring waist, reinforced crotch, adjustable pants bottoms, with reflective tape.	EACH		
20	Reflector vests (Zip/ID pouch)	This lime high visibility reflective vest is intended to provide conspicuity of the wearer in any light condition when viewed by operators of vehicles or other mechanized equipment during daylight conditions and under illumination of headlights in the dark	EACH		
21	Face cloth	Face cloth 600 GSM (Gram per meter) cotton:assorted colours: 30cm x 30cm, colibri or equivalent	EACH		
22	Hand cloth	Hand cloth 600 GSM (Gram per meter) cotton: assorted colours: 50cm x 90cm, colibri or equivalent	EACH		
23	Bath Towel	Bath cloth 600 GSM (Gram per meter) cotton: assorted colours: 70cm x 130cm, colibri or equivalent	EACH		
24	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Company Logo	Per Item		
25	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Employee name	Per Item		
26	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Company number	Per Item		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CATEGORY 2: CONSUMABLES

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	PVC gloves wrist	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
2	PVC gloves elbow	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
3	PVC gloves shoulder	Red PVC glove heavy weight, synthetic coating on a cotton interlock, shoulder length: Medium & Large size, style code 32173	per pair		
4	Nitrile Examination gloves	Nitrile Examination gloves, non-allergic, powder	100 units per box		
5	Welding gloves (Pig Skin)	Wildhog VIP TIG Welding glove, wrist size, A grade: Medium & Large Size	per pair		
6	Welding gloves	Wildhog VIP TIG Welding glove, elbow, A grade: Medium & Large size	per pair		
7	Nylon LYCRA Nitrafine gloves	Nylon spandex shell with black nitrile coating, wrist size : Medium & Large, Style Code: 30370	per pair		
8	Gloves	Nitrile Chemical resistant gloves. (When using nitric, sulphuric, and hydrochloric acids). Supertouch 7807/7817/7827/7837 or equivalent. EN 374	Each		
9	Latex household cleaning gloves	Latex yellow gloves, non-slip, flock lined, standard	per pair		
10	Reusable Chemical Nitrile cleaning gloves	Nitrile gloves, acid, alkaline, oil and abrasion proof, CAT III, colour green, wrist size: Large	per pair		
11	Safety glasses (Wrap-Around One Piece Spectacle)	One-piece optical front to reduce imbalances of two-lens eyewear and eliminate the chance of lens popping out on impact. Light, evenly distributed weight for comfort and wearer acceptance. 100% Polycarbonate material to increase worker protection by resisting high impact and offering	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		UV protection. Vented side-shield-type temples to allow air to flow and reduce heat build-up and lens fogging. Must be scratch resistant, coated front for extended lifespan of the eyewear.			
13	Earmuff	Black plastic flexible head band. Soft plastic covered foam cushions. Lightweight and easy to handle.	EACH		
14	Ear plugs	Ear gear reusable-corded earplugs are high quality non-toxic, comfortable, non-allergic, self-adjusting durable foam earplugs. Ear gear earplugs are triple flanged to ensure optimal protection as specified by SNR28 and NRR 24 to different sized ear canals. Ear gear reusable-corded earplugs can be cleaned using washing soap and water.	Pairs per box of 100		
15	Face shield	Clear Thermotuff Face Shield with brow guard and headgear	EACH		
16	Sun Shields for head gear	Sun Brim Visor Extension	EACH		
17	Masks Respirators	Pinnacle FFP2 NR Masks Respirators 20 in a box or equivalent	20 per box		
18	Masks Respirators	FFP3 NR Masks Respirators Flat fold respirator NRCS/8072/0169 Used for liquid and solid aerosols EN149:2001	Box of 12 masks		
19	Respirator Cartridges	Reusable Half face respirator medium, 6502, 3M or equivalent	Each		
20	Respirator Cartridges	Reusable Full face respirator medium, 6800, 3M or equivalent	Each		
21	Canister Gas Mask	Canister Gas Mask, Fume mask MSA or equivalent	Each		
22	Half mask respiratory single filter	Half mask respiratory single filter; MSA or equivalent	Each		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

23	Single respiratory mask canister.	Combination filter EN141, A2 B2 E2 K1 P3.	Each		
24	Aprons for lab washroom	White PVC Plastic Aprons	Each		

DD5

CATEGORY 1: CLOTHING

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	Safety shoes (Men's Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather semi chromo / nubuck upper synthetic nylon condor upper fasteners, plastic hooks, upper sock. Full foot bed with cushioning heel cup vamp lining non-woven quarter lining with 4mm foam sole material, double density PU sole construction, direct injection moulding insole, non-woven 2.5mm toe protection, scuff resistant, rubber coated leather tongue, bellows tongue toecap steel resistant 200J	per pair		
2	Safety shoes (Female Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather Castrol leather. Upper fasteners. Moulded footed with cushioning heel cup. Quarter lining. Black mesh lining laminated to foam. Lining Vamp non-woven. Sole Material Double density. PU Sole. Construction direct injection moulding. Tongue Standard. Toe Cap Steel resistant 200J	per pair		
3	Gum boots (Men's Heavy Duty Boots with steel toe)	Upper Black PVC; Sole toffee PVC/nitrile optional extras contour molded cushion insole, Fur liner, strap on metaguards.	per pair		
4.	Socks (Long Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Double terry reinforced at heel and toe anti-static fibre woven into stripes. Colour: Navy blue	per pair		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5.	Socks (Short Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Colour: Navy blue	per pair		
6.	Jacket (Reflective parka jacket)	2 Tone medium weight jacket, water resistant, padded & fully lined and high visibility with reflective strips	EACH		
7.	Overall (Two piece Conti Suit - Acid resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape-	SET		
8.	Overall (Two piece Conti Suit – fire resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape	SET		
9	Long Sleeve T- Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
10..	Short Sleeve T-Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11.	Lab coats (White acid resistant lab coat with snap buttons)	<ul style="list-style-type: none"> •Single breast pocket & 2 front patch pockets •Centre back vent Acid resistant treated poly cotton •One breast pocket •Button down •Two waist pockets •Comfort slits on the back 	EACH		
12.	Laboratory pants (Green acid resistant pants with half elasticated waistband)	<ul style="list-style-type: none"> •Two bagged out pockets (slanted). One back patch pocket •Aluminium zips 	EACH		
13	Safety Peak Cap	Shell Material, Cap Material, Size Adjustment, Cradle/Pad, Peak Type, Ventilation. The cap must provide lightweight head protection where high impact resistance is not essential but where there is a risk of minor bumps or scratches. The Cap must have incorporated side foam inserts to make the sides more shock absorbent and also to include ventilation panels on each side of the cap. Colour: Navy blue	EACH		
14	Waders	Green PVC 320/400/700g Off-White 700g. Gumboots with steel toe cap attached to wader.	EACH		
15	Beanie	100% Acrylic, 12 gauge, single knit with turn-up details. Colour: Navy blue	EACH		
16	Belts	Silver stainless steel buckle, 35 mm and 40mm wide. Colour: Navy blue	EACH		
17	Jersey	A perennial favourite, double fold neck, hem, and double-ribbed cuff trims with a two-ridge finish. Colour: Navy blue	EACH		
18	Fleece jacket	Micro fleece, 100% polyester anti-pill treated fleece. Zipper front, Chin cover, wind placket, two-hand pocket. Colour: Navy blue	EACH		
19	Rubberised High-Visibility Navy blue Rain Suit in drawstring bag.	180g PVC/Nylon rain suit with concealed hood in collar, double elasticated cuff, drawstring waist, reinforced crotch, adjustable pants bottoms, with reflective tape.	EACH		
20	Reflector vests (Zip/ID pouch)	This lime high visibility reflective vest is intended to provide conspicuity of the wearer in any light condition when viewed by operators of vehicles or other mechanized equipment during daylight conditions and under	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		illumination of headlights in the dark			
21	Face cloth	Face cloth 600 GSM (Gram per meter) cotton: assorted colours: 30cm x 30cm, colibri or equivalent	EACH		
22	Hand cloth	Hand cloth 600 GSM (Gram per meter) cotton: assorted colours: 50cm x 90cm, colibri or equivalent	EACH		
23	Bath Towel	Bath cloth 600 GSM (Gram per meter) cotton: assorted colours: 70cm x 130cm, colibri or equivalent	EACH		
24	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Company Logo	Per Item		
25	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Employee name	Per Item		
26	Embroidery (patterns that consist of stiches sewn directly onto cloth)	Company number	Per Item		

CATEGORY 2: CONSUMABLES

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	PVC gloves wrist	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
2	PVC gloves elbow	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
3	PVC gloves shoulder	Red PVC glove heavy weight, synthetic coating on a cotton interlock, shoulder length: Medium & Large size, style code 32173	per pair		
4	Nitrile Examination gloves	Nitrile Examination gloves, non-allergic, powder	100 units per box		
5	Welding gloves (Pig Skin)	Wildhog VIP TIG Welding glove, wrist size, A grade: Medium & Large Size	per pair		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6	Welding gloves	Wildhog VIP TIG Welding glove, elbow, A grade: Medium & Large size	per pair		
7	Nylon LYCRA Nitraine gloves	Nylon spandex shell with black nitrile coating, wrist size : Medium & Large, Style Code: 30370	per pair		
8	Gloves	Nitrile Chemical resistant gloves. (When using nitric, sulphuric, and hydrochloric acids). Supertouch 7807/7817/7827/7837 or equivalent. EN 374	Each		
9	Latex household cleaning gloves	Latex yellow gloves, non-slip, flock lined, standard	per pair		
10	Reusable Chemical Nitrile cleaning gloves	Nitrile gloves, acid, alkaline, oil and abrasion proof, CAT III, colour green, wrist size: Large	per pair		
11	Safety glasses (Wrap-Around One Piece Spectacle)	One-piece optical front to reduce imbalances of two-lens eyewear and eliminate the chance of lens popping out on impact. Light, evenly distributed weight for comfort and wearer acceptance. 100% Polycarbonate material to increase worker protection by resisting high impact and offering UV protection. Vented side-shield-type temples to allow air to flow and reduce heat build-up and lens fogging. Must be scratch resistant, coated front for extended lifespan of the eyewear.	EACH		
13	Earmuff	Black plastic flexible head band. Soft plastic covered foam cushions. Lightweight and easy to handle.	EACH		
14	Ear plugs	Ear gear reusable-corded earplugs are high quality non-toxic, comfortable, non-allergic, self-adjusting durable foam earplugs. Ear gear earplugs are triple flanged to ensure optimal protection as specified by SNR28 and NRR 24 to different sized ear canals. Ear gear reusable-corded earplugs can be cleaned using washing soap and water.	Pairs per box of 100		
15	Face shield	Clear Thermotuff Face Shield with brow guard and headgear	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

16	Sun Shields for head gear	Sun Brim Visor Extension	EACH		
17	Masks Respirators	Pinnacle FFP2 NR Masks Respirators 20 in a box or equivalent	20 per box		
18	Masks Respirators	FFP3 NR Masks Respirators Flat fold respirator NRCS/8072/0169 Used for liquid and solid aerosols EN149:2001	Box of 12 masks		
19	Respirator Cartridges	Reusable Half face respirator medium, 6502, 3M or equivalent	Each		
20	Respirator Cartridges	Reusable Full face respirator medium, 6800, 3M or equivalent	Each		
21	Canister Gas Mask	Canister Gas Mask, Fume mask MSA or equivalent	Each		
22	Half mask respiratory single filter	Half mask respiratory single filter; MSA or equivalent	Each		
23	Single respiratory mask canister.	Combination filter EN141, A2 B2 E2 K1 P3.	Each		
24	Aprons for lab washroom	White PVC Plastic Aprons	Each		

DD6

CATEGORY 1: CLOTHING

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	Safety shoes (Men's Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather semi chromo / nubuck upper synthetic nylon condor upper fasteners, plastic hooks, upper sock. Full foot bed with cushioning heel cup vamp lining non-woven quarter lining with 4mm foam sole material, double density PU sole	per pair		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		construction, direct injection moulding insole, non-woven 2.5mm toe protection, scuff resistant, rubber coated leather tongue, bellows tongue toecap steel resistant 200J			
2	Safety shoes (Female Industrial - Steel Toe Cap Lace-Up Safety Shoe)	Upper leather Castrol leather. Upper fasteners. Moulded footed with cushioning heel cup. Quarter lining. Black mesh lining laminated to foam. Lining Vamp non-woven. Sole Material Double density. PU Sole. Construction direct injection moulding. Tongue Standard. Toe Cap Steel resistant 200J	per pair		
3	Gum boots (Men's Heavy Duty Boots with steel toe)	Upper Black PVC; Sole toffee PVC/nitrile optional extras contour molded cushion insole, Fur liner, strap on metaguards.	per pair		
4.	Socks (Long Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Double terry reinforced at heel and toe anti-static fibre woven into stripes. Colour: Navy blue	per pair		
5.	Socks (Short Antibacterial and Anti-Static Sock)	72% cotton/PA blend, and treated using an approved silver based anti-microbial technology. Nano-particles of silver chloride to be antibacterial, non-allergic, harmless to natural skin flora and environmentally friendly. Reinforced heel and toe. Anti-static. Colour: Navy blue	per pair		
6.	Jacket (Reflective parka jacket)	2 Tone medium weight jacket, water resistant, padded & fully lined and high visibility with reflective strips	EACH		
7.	Overall (Two piece Conti Suit - Acid resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and	SET		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape-			
8.	Overall (Two piece Conti Suit – fire resistant(cotton) with reflector strips)	Jacket - front yoke and full back. Concealed zip. All seams posted. Two square top pockets with V-flap and concealed press-stud closing. Two bottom patch pockets fitted away from seams (no flaps). Two side slits with reflective tape. Trouser - half elasticated waistband. Two bagged out pockets (slanted). One back patch pocket. In-leg, out-leg and seat posted. Ruler pocket (optional). All facial needlework - double stitched. Aluminium zips. Soft permanent Flame Retardant "Pyrovatex" work wear finish with reflective tape	SET		
9	Long Sleeve T- Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
10..	Short Sleeve T-Shirts	Work shirts 100% Cotton with reflectors Colour: Navy blue	EACH		
11.	Lab coats (White acid resistant lab coat with snap buttons)	<ul style="list-style-type: none"> •Single breast pocket & 2 front patch pockets •Centre back vent Acid resistant treated poly cotton •One breast pocket •Button down •Two waist pockets •Comfort slits on the back 	EACH		
12.	Laboratory pants (Green acid resistant pants with half elasticated waistband)	<ul style="list-style-type: none"> •Two bagged out pockets (slanted). One back patch pocket •Aluminium zips 	EACH		
13	Safety Peak Cap	Shell Material, Cap Material, Size Adjustment, Cradle/Pad, Peak Type, Ventilation. The cap must provide lightweight head protection where high impact resistance is not essential but where there is a risk of minor bumps or scratches. The Cap must have incorporated side foam inserts to make the sides more shock absorbent and also to include ventilation panels on each side of the cap. Colour: Navy blue	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

14	Waders	Green PVC 320/400/700g Off-White 700g. Gumboots with steel toe cap attached to wader.	EACH		
15	Beanie	100% Acrylic, 12 gauge, single knit with turn-up details. Colour: Navy blue	EACH		
16	Belts	Silver stainless steel buckle, 35 mm and 40mm wide. Colour: Navy blue	EACH		
17	Jersey	A perennial favourite, double fold neck, hem, and double-ribbed cuff trims with a two-ridge finish. Colour: Navy blue	EACH		
18	Fleece jacket	Micro fleece, 100% polyester anti-pill treated fleece. Zipper front, Chin cover, wind placket, two-hand pocket. Colour: Navy blue	EACH		
19	Rubberised High-Visibility Navy blue Rain Suit in drawstring bag.	180g PVC/Nylon rain suit with concealed hood in collar, double elasticated cuff, drawstring waist, reinforced crotch, adjustable pants bottoms, with reflective tape.	EACH		
20	Reflector vests (Zip/ID pouch)	This lime high visibility reflective vest is intended to provide conspicuity of the wearer in any light condition when viewed by operators of vehicles or other mechanized equipment during daylight conditions and under illumination of headlights in the dark	EACH		
21	Face cloth	Face cloth 600 GSM (Gram per meter) cotton: assorted colours: 30cm x 30cm, colibri or equivalent	EACH		
22	Hand cloth	Hand cloth 600 GSM (Gram per meter) cotton: assorted colours: 50cm x 90cm, colibri or equivalent	EACH		
23	Bath Towel	Bath cloth 600 GSM (Gram per meter) cotton: assorted colours: 70cm x 130cm, colibri or equivalent	EACH		
24	Embroidery (patterns that consist of stitches sewn directly onto cloth)	Company Logo	Per Item		
25	Embroidery (patterns that consist of stitches sewn directly onto cloth)	Employee name	Per Item		
26	Embroidery (patterns that consist of stitches sewn directly onto cloth)	Company number	Per Item		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CATEGORY 2: CONSUMABLES

NO	PRODUCT	DESCRIPTION	UOM	DELIVERY PERIOD (DAYS)	UNIT PRICE (VAT INCL)
1	PVC gloves wrist	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
2	PVC gloves elbow	Red PVC glove medium weight, synthetic coating on a cotton interlock, elbow length: Medium & Large size, style code 32180	per pair		
3	PVC gloves shoulder	Red PVC glove heavy weight, synthetic coating on a cotton interlock, shoulder length: Medium & Large size, style code 32173	per pair		
4	Nitrile Examination gloves	Nitrile Examination gloves, non-allergic, powder	100 units per box		
5	Welding gloves (Pig Skin)	Wildhog VIP TIG Welding glove, wrist size, A grade: Medium & Large Size	per pair		
6	Welding gloves	Wildhog VIP TIG Welding glove, elbow, A grade: Medium & Large size	per pair		
7	Nylon LYCRA Nitrafine gloves	Nylon spandex shell with black nitrile coating, wrist size : Medium & Large, Style Code: 30370	per pair		
8	Gloves	Nitrile Chemical resistant gloves. (When using nitric, sulphuric, and hydrochloric acids). Supertouch 7807/7817/7827/7837 or equivalent. EN 374	Each		
9	Latex household cleaning gloves	Latex yellow gloves, non-slip, flock lined, standard	per pair		
10	Reusable Chemical Nitrile cleaning gloves	Nitrile gloves, acid, alkaline, oil and abrasion proof, CAT III, colour green, wrist size: Large	per pair		
11	Safety glasses (Wrap-Around One Piece Spectacle)	One-piece optical front to reduce imbalances of two-lens eyewear and eliminate the chance of lens popping out on impact. Light, evenly distributed weight for comfort and wearer acceptance. 100% Polycarbonate material to increase worker protection by	EACH		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

		resisting high impact and offering UV protection. Vented side-shield-type temples to allow air to flow and reduce heat build-up and lens fogging. Must be scratch resistant, coated front for extended lifespan of the eyewear.			
13	Earmuff	Black plastic flexible head band. Soft plastic covered foam cushions. Lightweight and easy to handle.	EACH		
14	Ear plugs	Ear gear reusable-corded earplugs are high quality non-toxic, comfortable, non-allergic, self-adjusting durable foam earplugs. Ear gear earplugs are triple flanged to ensure optimal protection as specified by SNR28 and NRR 24 to different sized ear canals. Ear gear reusable-corded earplugs can be cleaned using washing soap and water.	Pairs per box of 100		
15	Face shield	Clear Thermotuff Face Shield with brow guard and headgear	EACH		
16	Sun Shields for head gear	Sun Brim Visor Extension	EACH		
17	Masks Respirators	Pinnacle FFP2 NR Masks Respirators 20 in a box or equivalent	20 per box		
18	Masks Respirators	FFP3 NR Masks Respirators Flat fold respirator NRCS/8072/0169 Used for liquid and solid aerosols EN149:2001	Box of 12 masks		
19	Respirator Cartridges	Reusable Half face respirator medium, 6502, 3M or equivalent	Each		
20	Respirator Cartridges	Reusable Full face respirator medium, 6800, 3M or equivalent	Each		
21	Canister Gas Mask	Canister Gas Mask, Fume mask MSA or equivalent	Each		
22	Half mask respiratory single filter	Half mask respiratory single filter; MSA or equivalent	Each		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

23	Single respiratory mask canister.	Combination filter EN141, A2 B2 E2 K1 P3.	Each		
24	Aprons for lab washroom	White PVC Plastic Aprons	Each		

PLEASE NOTE THAT:

- In the event that quantities are indicated in the document, these are to be seen as estimated quantities for evaluation purposes only and not the maximum or minimum quantities that will be purchased on this contract and bidders will have no claim to this effect.
- This bid will be evaluated and awarded per district and per category to a maximum of four (4) Bidders in each district and each category, where practical possible.
- A bidder will be awarded a maximum of one (1) category and one (1) district
- In cases where it is not possible to award a maximum of one category to a bidder, (due to the number of acceptable bidder's), then a bidder may be awarded more than one category, and preference will be given to the highest scoring bidder.
- The rates of the highest scoring bidder may be offered to the second and third highest scoring bidders following the MFMA SCM Regulation 24 negotiation process.
- Bidders will be required to attend the compulsory briefing and the viewing session. The purpose of viewing session is to make bidders aware of the samples of PPE items required (currently used by ERWAT) and to ensure bidder's pricing on the BOQ is accurate
- In the viewing session, bidders will be allowed to take pictures for their records and or pricing.
- Bidders will be required to submit the samples and will be compared with ERWAT samples during the bid evaluation stage.

The lowest bidding price will not necessarily be accepted and ERWAT reserves the right to determine Market related rate to be offered to the successful bidders.

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.

BIDDER'S name: _____

BIDDER'S signature: _____ Date: _____

Name of Firm: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address _____

Telephone number: _____

Fax Number: _____

Cellular number: _____

E Mail Address: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



2.6 SITE INFORMATION

ERWAT R25 Bapsfontein Road, Kempton Park

NO	PLANT	ADDRESS	South Coordinates	East Coordinates
1	Ancor WCW	Ermelo Road, Strubenvale, Springs	26° 16' 16.67"	28° 28' 48.83"
2	Benoni WCW	6 Lancaster Road, Actonville, Benoni	26° 12' 30.77"	28° 19' 0.92"
3	Carl Grundling WCW WCW	Portion 58, farm Varkpensfontein, Nigel	26° 23' 0.53"	28° 28' 1.79"
4	Daveyton WCW	Plot 44, Holfontein Road, Etwatwa Ext 1, Daveyton	26° 8' 9.46"	28° 27' 51.55"
5	Dekema WCW	No. 536, Sontonga Street, Motsai Section, Katlehong	26° 19' 38.99"	28° 9' 53.56"
6	Esther Park WCW	3 Tipuana Street, Estherpark Ext 1, Kempton Park	26° 5' 58.71"	28° 11' 1.13"
7	Hartebeestfontein WCW & Head Office	R25 Bapsfontein/Bronkhorspruit Road, ERWAT Hartebeestfontein Office Park, Kempton Park	26° 1' 11.09"	28° 17' 1.70"
8	Heidelberg WCW	Portion 28, farm Boschoek, Vaaldam Road, Heidelberg	26° 32' 22.59"	28° 19' 48.93"
9	Herbert Bickley WCW	Plot 14, Mariasdrift, Nigel	26° 26' 7.41"	28° 26' 8.68"
10	Jan Smuts WCW	Corner of Escombe and Wanderers Street, Brakpan	26° 13' 25.82"	28° 22' 32.29"
11	JP Marais WCW and workshop	Corner of N12 and Kingsway Road, Benoni	26° 10' 12.61"	28° 23' 47.53"
12	Olifantsfontein WCW and workshop	Keramiek Road, Olifantsfontein	26° 56' 32.62"	28° 12' 58.43"
13	Ratanda WCW	Farm Klipstappel, Vaaldam Road, Heidelberg	26° 34' 57.80"	28° 18' 11.27"
14	Rondebult WCW	Corner of Van Dyk & Kalk Road, Rondebult, Germiston	26° 17' 56.24"	28° 13' 34.56"
15	Rynfield WCW	Vlakfontein Farm 69, Sarel Cilliers Street, Rynfield, Benoni	26° 9' 38.07"	28° 21' 26.48"
16	Tsakane WCW	Corner of Khama and Modjadji Street, Tsakane	26° 22' 32.63"	28° 21' 56.23"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

17	Vlakplaats WCW	Corner of Brickfield and Bierman Road, Vosloorus	26° 21' 10.77"	28° 10' 58.76"
18	Waterval WCW and workshop	Meadow Road, Kliprivier	26° 26' 16.55"	28° 6' 3.83"
19	Welgedacht WCW	Carnation Road, Welgedacht A-Holdings, Springs	26° 11' 30.50"	28° 28' 26.04"
20	ERWAT Laboratory	Bapsfontein Road, Kempton Park	26° 1' 24.07"	28° 17' 8.26"
21	Technical Department Head Office	Bapsfontein Road, Kempton Park	26° 1' 26.45"	28° 17' 6.85"
22	Technical Vlakplaats	Corner of Brickfield and Bierman Road, Vosloorus	26° 21' 14.71"	28° 10' 59.39"
23	Technical Hartebeestfontein	Bapsfontein Road, Kempton Park	26° 1' 24.07"	28° 17' 8.26"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.7 ANNEXURES

EXAMPLE										SATS 1286.2011				
Annex C														
Local Content Declaration - Summary Schedule														
(C1)	Tender No.											Note: VAT to be excluded from all calculations		
(C2)	Tender description:													
(C3)	Designated product(s)													
(C4)	Tender Authority:													
(C5)	Tendering Entity name:													
(C6)	Tender Exchange Rate:	USD		EU		GBP								
(C7)	Specified local content %	80%												
<div style="display: flex; justify-content: space-between;"> Calculation of local content Tender summary </div>														
	Tender item no's	List of items	Tender price each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content		
	(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
										R 0	R 0	R 0		
									(C20) Total tender value	R 0				
									(C21) Total Exempt imported content		R 0			
									(C22) Total Tender value net of exempt imported content		R 0			
									(C23) Total Imported content		R 0			
									(C24) Total local content		R 0			
									(C25) Average local content % of tender		#DIV/0!			
Signature of tenderer from Annex B														
Date:														

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXAMPLE

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.		Note: VAT to be excluded from all calculations
(D2) Tender description:		
(D3) Designated Products:		
(D4) Tender Authority:		
(D5) Tendering Entity name:		
(D6) Tender Exchange Rate:	USD <input type="text"/> EU <input type="text"/> GBP <input type="text"/>	

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
										This total must correspond with Annex C - C 21	

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										R 0	

C. Imported by a 3rd party and supplied to the Tenderer

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

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
					R 0	
					R 0	
					R 0	
					R 0	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0	
Signature of tenderer from Annex B					(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above	
					R 0	

Date:

This total must correspond with Annex C - C 23

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EXAMPLE

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.

(E2) Tender description:

(E3) Designated products:

(E4) Tender Authority:

(E5) Tendering Entity name:

Note: VAT to be excluded from all calculations

Local Products
(Goods, Services and Works)

Description of items purchased

Local suppliers

Value

(E6)

(E7)

(E8)

(E9) Total local products (Goods, Services and Works)

R 0

#####

(E10)

Manpower costs

(Tenderer's manpower cost)

R 0

#####

(E11)

Factory overheads

(Rental, depreciation & amortisation, utility costs, consumables etc.)

R 0

#####

(E12)

Administration overheads and mark-up

(Marketing, insurance, financing, interest etc.)

R 0

#####

(E13) Total local content

#####

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date:

Contractor

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 EKURHULENI 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		

Contractor

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><u>The Employer:</u></p> <p>EKURHULENI WATER Care Company (ERWAT) Hartebeestfontein Office Park R25 (Bapsfontein/Bronkhorstspuit Road) Kempton Park</p> <p>Hereby represented by: Ms Dipuo Mohlala and all technical related queries can be directed to them at: Tel: 011 929 7099 E-mail: Dipuo.mohlala@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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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>
1.2.4	<p><u>Briefing/clarification/Site inspections/meetings:</u></p> <p>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.</p> <p>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.</p> <p>All uncertainties shall be cleared out with the end user department before the tender closing date.</p> <p>No individual should represent more than one bidder at the compulsory briefing session.</p> <p>At least one member of the JV must be present at the compulsory clarification meeting.</p> <p><i>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.</i></p> <p>Non-completion in full of the fields required on the attendance register may lead to automatic disqualification.</p> <p><u>Please note:</u> <i>Where a <u>clarification meeting is compulsory</u>, no bids will be accepted if the contractor has not attended this session and documents will only be accepted from contractors whose names appear on the attendance register.</i></p>
1.2.5	<p><u>Alterations to documents:</u></p> <p>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.</p> <p>Any alteration, erasure or addition made will not be recognised and the original wording of the Document will prevail.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p>Copies are not allowed, only original documents will be accepted.</p> <p>Bidders shall clarify any doubt about the meaning of any wording in the pricing schedule/bill of quantities <u>before</u> the Tender closing date.</p> <p>The use of correction fluid/tape is strictly prohibited and will render your bid invalid.</p>
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 contractor 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 contractor shall be held responsible for any claims that may arise in this regard.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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> <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 Contractor'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 contractor, 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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<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 10 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>
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 <u>ONE 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, Hartebeestfontein 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 contractor, bidder or service provider shall execute any documents to ensure vesting of such rights in the Entity (ERWAT). No trademark, patent, design or other registration shall be made in the name of the contractor, 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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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>
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 contractor 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 contractor at all reasonable hours for inspection of the bidders 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>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<p><i>The Contractor (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>
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>

Contractor

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 ERW202007/TNDR-241**

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 Contractor 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 Contractor 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 _____

Contractor

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 Contractor 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 Contractor) 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 _____

Contractor

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

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: _____

Contractor

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 1 (TO BE FILLED IN BY THE BIDDER)

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

in accordance with the requirements and specifications stipulated in bid number **BID ERW202007/TNDR-241**: 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. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. 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.
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: _____

MBD7.1

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

CONTRACT FORM: PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)

1. I _____ in my capacity as _____ accept your bid under reference number:

BID ERW202007/TNDR-241: 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.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

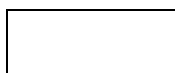
DATE _____

WITNESSES

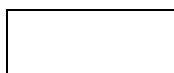
1. _____

2. _____

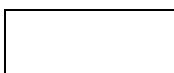
DATE: _____



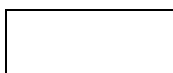
Contractor



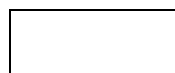
Witness 1



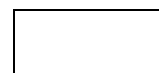
Witness 2



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 EKURHULENI 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.

Contractor

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 subcontractors.
- 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 subcontractors, whether or not selected and/or approved by the Employer.
6. The Mandatory warrants that all his and his subcontractors' 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 subcontractors 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 subcontractors.

Contractor

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)

Contractor

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 budget years.**

ACCEPTANCE OF PMS AGREEMENT

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

CONTRACTOR

Signature : _____

Name : _____

Designation : _____

Date : _____

EKURHULENI WATER COMPANY

Signature : _____

Name : **MR. T GOPANE**

Designation : **MANAGING DIRECTOR**

Date : _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.7 ERWAT INDEMNITY

1. The Contractor 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 Contractor 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 Contractor or its Subcontractors, or of their employees.
 - 1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor'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 Contractor'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 Contractor.
 - 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 contractors or its subcontractor's employees.
 - 1.8 Contractor 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:	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.8 SPECIAL CONDITIONS OF CONTRACT

1. ERWATS 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 approached to the Entity's core functions.

2. CONTRACT PERIOD:

The contract is for a period of 3 years however, 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):

Bidders annual increase will be done in terms of the %/price indicated in the pricing schedule.

In the event that no provision has been made in the pricing schedule, the following process will apply:

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.

CONSUMER PRICE INDEX

PERIOD ONE (01)

- **BID PRICE(S) MUST BE FIXED FOR THE FIRST 12 MONTHS AFTER THE BASE MONTH WITH BASE MONTH BEING ONE MONTH PRIOR TO CLOSING OF BID**

PERIOD TWO (02)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE FOLLOWING 12 MONTHS WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD ONE (01)**

PERIOD THREE (03)

- **BID PRICE(S) IS/ARE SUBJECT TO ESCALATION OF CPI FOR THE REMAINING PERIOD WITH THE BASE MONTH BEING THE 12th MONTH OF PERIOD TWO (02)**

Contractor

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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 its 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 are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the 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.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 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 contractor'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 contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor 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 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 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;
 - (a) 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 contractor 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 contractor(s) was / were involved in collusive bidding.

- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.