



BID DOCUMENT

BID ERW202109/TNDR-026 APPOINTMENT OF SERVICE PROVIDER FOR THE SERVICING, REPAIRS AND MAINTENANCE OF BLOWERS ON ALL ERWAT PLANTS FOR A PERIOD OF THIRTY SIX MONTHS ON AN AD HOC 'AS AND WHEN REQUIRED' BASIS

COMPULSORY VIRTUAL BRIEFING SESSION

THURSDAY, 05TH MAY 2022 AT 13H30

Please visit the ERWAT tender portal to register for the Zoom session.

CLOSING DATE:

FRIDAY, 20TH MAY 2022 AT 12:00

FULL NAME OF BIDDER

CONTACT PERSON

TEL NUMBER

FAX NUMBER

E-MAIL ADDRESS

CENTRAL SUPPLIER DATABASE REG. NO

M_____

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

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 3.2	PRICING SCHEDULE: NON-FIRM PRICES	13-17
MBD 4	DECLARATION OF INTEREST	18-20
MBD 5	DECLARATION OF PROCUREMENT ABOVE R10 MILLION	21-22
MBD 6.1	PREFERENCE POINTS CLAIM	23-30
	PART A - SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE	29
	PART B - SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE	30
MBD 6.2	LOCAL CONTENT PRODUCTION	31-35
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	36-37
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	38-40
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.	41
FORM B	NATIONAL TREASURY CENTRALISED SUPPLIER DATABASE	42
FORM C	AUTHORITY OF SIGNATORY	43-45
FORM D	FINANCIAL REFERENCES /BIDDER'S CREDIT RATING AND BANK DETAILS	46
FORM E	RECORD OF ADDENDA TO TENDER DOCUMENTS	47
FORM F	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	48
FORM G	OCCUPATIONAL HEALTH AND SAFETY AGREEMENT	49
FORM H	CERTIFIED COPY OF ID DOCUMENTS OF OWNERS/MEMBERS/SHAREHOLDERS (SEE BIDDERS INFORMATION SECTION).	50
FORM I	CURRENT CERTIFICATE OF GOOD STANDING FROM COMPENSATION COMMISSIONER	51

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM J	PROGRAMME OF WORKS	52
FORM K	EXPERTISE OF THE KEY PERSONNEL	53
FORM L	SPECIAL CONDITIONS OF CONTRACT	54
FORM M	LETTER OF INTENT TO SUBMIT THIRD PARTY LIABILITY INSURANCE AND ALL RISK CONTRACTORS INSURANCE TO COVER THIS CONTRACT	55
FORM N	COPY OF COMPANY REGISTRATION DOCUMENTS	56
FORM O	AUDITED FINANCIAL STATEMENTS FOR THE PAST THREE FINANCIAL YEARS ON CONTRACTS OVER R10 M VALUE	57

	SECTION 2 – SCOPE OF WORKS AND PRICING	58
2.1	SCOPE OF WORKS/SPECIFICATIONS	59-68
2.2	EVALUATION CRITERIA	69-73
2.3	PRICING SCHEDULE/BILL OF QUANTITIES	74-83
2.4	LIST OF IMPORTED ITEMS	84
2.5	ALTERNATIVES OFFERED	85
2.6	SITE INFORMATION	86-87
2.7	ANNEXURES (Materials, standard equipment and workmanship/Mechanical & Electrical equipment/Surface and corrosion protection specs/OHS specs)	88-92

	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	103-104
3.4	MBD 7.1: CONTRACT FORM – GOODS/WORKS:	105-106
	PART A: TO BE COMPLETED BY THE BIDDER	105
	PART B: TO BE COMPLETED BY EKURHULENI WATER CARE 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



1.1 BID NOTICE: ADVERTISEMENT

Bid Description	Contact Person	Compulsory Virtual Briefing Session Date	Closing Date & Time
BID ERW202109/TNDR-026: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SERVICING, REPAIRS AND MAINTENANCE OF BLOWERS ON ALL ERWAT PLANTS FOR A PERIOD OF THIRTY-SIX MONTHS ON AN AD HOC 'AS AND WHEN REQUIRED' BASIS	Mr Siviwe Bunge / Mr Billy Hilder	THURSDAY, 05 TH MAY 2022 AT 13:30 Please register for the virtual briefing session on the ERWAT tender portal.	FRIDAY, 20 TH MAY 2022 AT 12:00

BID documents may be purchased at ERWAT Head Office, Hartebeestfontein Office Park, R25 (Bapsfontein/ Bronkhorstspuit), Kempton Park at a non-refundable fee of **R250** including VAT per BID document during office hours from 08h00 -13h00 and 14h00 -16h00 weekdays. The documents are usually available the Monday following the date of advertising or five days prior to the briefing as well on the day of the compulsory briefing meeting scheduled for **THURSDAY, 05TH MAY 2022 @ 13H30.**

A Compulsory clarification/briefing session with the representative of the employer will be held via Zoom. Kindly visit the ERWAT tender portal for the link to register to attend.

Bidders are encouraged to collect bidding documents before the briefing session to allow them sufficient time to peruse the scope so that any queries can be dealt with at the briefing session. Bidders will be allowed 4 days from the date of the compulsory briefing session to direct further queries to the technical or SCM department per e-mail. An addendum will be sent to the attending bidders with clarity on questions raised during these 4 days. A copy of the minutes and attendance register will be attached thereto for ease reference.

Please note: this is a **compulsory briefing session** and no bids will be accepted if the bidder has not attended this session and documents will only be accepted from contractors whose names appear on the attendance register. ***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.***

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 ERW202109/TNDR-026:** 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, 20TH MAY 2022** 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 Enquiries shall be addressed to: Ms Phumzile Mdlalose at 011 929 7000 or publictenders@erwat.co.za or Phumzile.mdlalose@erwat.co.za. All Technical Enquiries shall be addressed to: Mr. Siviwe Bunge at 011 929 7091 or siviwe.bunge@erwat.co.za or Mr. Billy Hilder at 011 929 7000 or billy.hilder@erwat.co.za

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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).

15 APRIL 2022 (date of ad on websites and newspapers)

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 3.2	PRICING STRUCTURE: NON-FIRM PRICES		
MBD 4	DECLARATION OF INTEREST		
MBD 5	DECLARATION OF PROCUREMENT ABOVE R10 MILLION		
MBD 6.1	PREFERENCE SCHEDULE		
MBD 6.2	LOCAL CONTENT PRODUCTION		
MBD 7.1	PART 1: CONTRACT FORM: PURCHASE OF GOODS/SERVICES (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	Program of Works/Services		
FORM K	Expertise of the Key Personnel		
FORM L	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 M	Letter of intent to submit Third Party Liability Insurance and All risk contractors insurance to cover this contract		
FORM N	Copy of Company Registration Documents		
FORM O	Audited Financial Statements for the past three financial years on contracts over R10 m value		
FORM P	REG 4: Sub-contracting as condition of tender for a contract Below R30 million		

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 ERW202109/TNDR-026: APPOINTMENT OF SERVICE PROVIDER FOR THE SERVICING, REPAIRS AND MAINTENANCE OF BLOWERS ON ALL ERWAT PLANTS FOR A PERIOD OF THIRTY SIX MONTHS ON AN AD HOC 'AS AND WHEN REQUIRED' BASIS

CLOSING DATE: FRIDAY, 20TH MAY 2022 AT 12:00

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

Completed Tender documents with attached documents, if any, must be completed in Ink and submitted in a sealed envelope and clearly marked **BID ERW202109/TNDR-026:** 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.

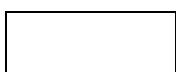
Bids completed in pencil, re-typed or where correction tape/fluid is used will be regarded as invalid bids.

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

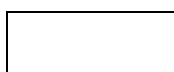
THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

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

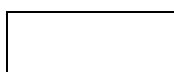
NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)



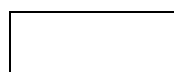
Contractor



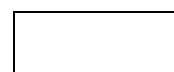
Witness 1



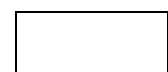
Witness 2



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)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

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 / Brenda Matlala

CONTACT DETAILS: (TEL) 011 929 7000

E-MAIL: publictenders@erwat.co.za

TECHNICAL QUERIES MAY BE DIRECTED TO:

CONTACT PERSON: Mr Siviwe Bunge / Mr Billy Hilder

CONTACT DETAILS: (TEL) 011929 7000 / 073 838 8687

E-MAIL: siviwe.bunge@erwat.co.za / billy.hilder@erwat.co.za

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

NEED A TAX CLEARANCE? GO ONLINE

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

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

Is your tax compliance status green?

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

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

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

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

MBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

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

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

Name of Bidder _____	
Bid number ERW202109/TNDR-026	
Closing Time <u>12:00</u>	Closing Date: <u>FRIDAY, 20TH MAY 2022</u>

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

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

- Required by: EKURHULENI WATERCARE COMPANY (ERWAT)
- At: MAINTENANCE SECTION
- Brand and model _____
- Country of origin _____
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) _____
- Period required for delivery _____
- Delivery: *Firm/Not firm

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

*Delete if not applicable

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

Pa = The new escalated price to be calculated.
(1-V) Pt = 85% of the original bid price.

Note that Pt must always be the original bid price and not an escalated price.

D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

R1o, R2o = Index figure at time of bidding.

VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

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

Index: USD as at date of closing of tender: _____

Index: ZAR as at date of closing of tender: _____

Index: EURO as at date of closing of tender: _____

Index: Other _____ as at date of closing of tender: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

FACTOR (D1, D2 etc. eg. Labor, transport etc.)	PERCENTAGE OF BID PRICE
Labor	
Transport include fuel	
Parts	
Other	
Profit	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD 3.2**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

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

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

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

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

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:

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

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

4.4 Company Registration Number: _____

4.5 Tax Reference Number: _____

4.6 VAT Registration Number: _____

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

4.8 Are you presently in the service of the state?

YES / NO

If so, furnish particulars.

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

YES / NO

If so, furnish particulars.

4.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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 5

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

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

*** Delete if not applicable**

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

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

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

***YES/NO**

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

2.2 If yes, provide particulars.

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

***YES/ NO**

3.1 If yes, furnish particulars

2 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

2.1 If yes, furnish particulars

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

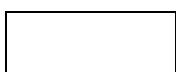
POINTS	
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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.

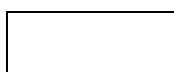
1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

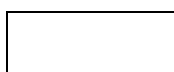
- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



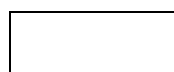
Contractor



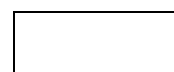
Witness 1



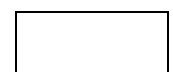
Witness 2



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:

- The sub-contracting must be to a separate legal entity.
- A legal person or unincorporated body of persons cannot sub-contract to themselves.
- 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:

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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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:

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: _____

8.2 VAT registration number _____

8.3 Company registration number: _____

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: _____

Registered Account Number: _____

Stand Number: _____

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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: _____

<p>_____</p> <p>SIGNATURE(S) OF BIDDER(S)</p> <p>ADDRESS: _____</p> <p>_____</p> <p>_____</p>

--

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 PRESENCE 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:

- 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 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)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- 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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- 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

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

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 (refer to Annex A and B of SATS 1286:2011) for this bid is/are as follows:

3.1 The stipulated minimum threshold percentage for local production and content for the different types of valves and pipes is 70% for both. Please refer to **Annexure A and B** attached hereto for full details.

All Valves: 70% (Refer to Annexure A)

Pipes: table below (refer to Annexure B)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Spiral submerged arc welding	500mm – 3500 mm	100%	Bare
Spiral submerged arc welding	500mm – 3500 mm	100%	Galvanized
Spiral submerged arc welding	500mm – 3500 mm	80%	Lined and coated
Spiral submerged arc welding	500mm – 3500 mm	80%	Galvanized , lined and coated

3.2 . Please refer to **Annexures A and B** attached hereto for full details.

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

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: _____

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

(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.

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 ERW202109/TNDR-026:

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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;

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 *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID ERW202109/TNDR-026:

**DESCRIPTION: SERVICNG, REPAIRS AND MAINTENANCE OF BLOWERS ON ALL ERWAT PLANTS
FOR A PERIOD OF THIRTY-SIX MONTHS ON AN AD HOC 'AS AND WHEN REQUIRED' BASIS**

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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

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 _____

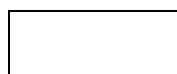
IN HIS CAPACITY AS _____

DATE _____

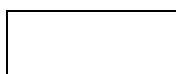
FULL NAMES OF SIGNATORY _____

AS WITNESSES: 1. _____

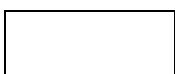
2. _____



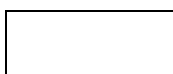
Contractor



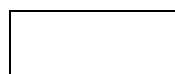
Witness 1



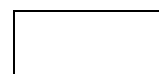
Witness 2



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 and 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> (Tick which is appropriate)	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

PROGRAMME OF WORKS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM K

EXPERTISE OF THE KEY PERSONNEL

The work is to be conducted by persons with such competences as a trade tested Mechanical Fitter. The winning bidder is to ensure that at least this competence is available on site or off-site during the entire blower-servicing, repair and maintenance job execution.

NB: Certified copies of competency certificates will suffice.

Previous Experience- Minimum 3 years					
Item No.	Working in and near digesters, working at heights and confined space / explosive gas environment – Indicate full details of works	Clients Valid Details Including Contact Persons – E mail and Contact Number	Start date	End date	Contract Value
1		Contact Person: E-mail: Tel Number: Cell Number:			
2		Contact Person: E-mail: Tel Number: Cell Number:			
3		Contact Person: E-mail: Tel Number: Cell Number:			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L

SPECIAL CONDITIONS OF CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM M

**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 N

COPY OF COMPANY REGISTRATION DOCUMENTS

1. **For Closed Corporations**

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

2. **For Companies:**

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

3. **For Joint Venture Agreements**

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SECTION 2 – SCOPE OF WORKS AND PRICING

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

SCOPE OF WORKS/SPECIFICATIONS/TECHNICAL DATA SHEET

2.1.1 INTRODUCTION

ERWAT is a wastewater treatment company, where blowers are used in the wastewater treatment process.

2.1.2 BACKGROUND

Ekurhuleni Water Care (ERWAT) Company treats wastewater from the City of Ekurhuleni (CoE) and Lesedi Municipality.

For a successful wastewater treatment process, blowers are necessary to supply air to suspend grit for easy removal of grit from wastewater, and thus avoiding downstream equipment wear. Another application of blowers includes supplying air into the reactor for microbial growth, which then feeds in organic material, and then forming flocs that easily settle out for separation as sludge in a final settling tank (FST) or clarifier.

Blowers are therefore critical for effluent compliance to meet water use licence (WUL) guidelines, and thus assist in avoiding infringing the Water Act 36:1998.

This contract will be used for the servicing, maintenance and repairs of blowers on various ERWAT wastewater sites to ensure their availability.

2.1.3 MANDATORY REQUIREMENTS

Scope related Information and Documentation required:	
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.	
Item	Description of Document/Proof Sought
PC-1	One qualified mechanical fitter with a trade test certificate (QCTO or department of labour)

2.1.3 GENERAL REQUIREMENTS

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

1. Attend site induction training before any work can be undertaken.
2. 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.
3. 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- b) The contractor will be responsible for all equipment, tools, consumables, etc. required to perform the work as per the Contract shall be provided by the Contractor.
1. The contractor shall be responsible for the repairs and commissioning of equipment. This shall include the replacement, operating, testing, special testing (if required) and adjustments on the equipment.
 2. The repairs shall carry a minimum of six months calendar months warranty from date of acceptance by the engineer or his/her appointed representative.
 3. The repairs / replacement and commissioning shall be witnessed by the engineer or his/her appointed representative.
 4. In cases whereby the services of Subcontractors have been utilized, the Contractor shall ensure that the repairs have been performed as per the OEM's recommendation. And the Contractor shall remain accountable for the repairs of the equipment for the duration of the WARRANTY.
 5. The Contractor shall at all times comply with ERWAT's Safety Procedures and Requirements before any work commences.
 6. All tools, consumables, testing facilities, etc. required to perform the work as per the Contract shall be provided by the Contractor.
 7. ERWAT reserves the right to hold the Contractor responsible for any equipment that will be damaged or lost due to Contractor's negligence or poor workmanship.
 8. ERWAT retains the option to use any other Service Provider to execute any work included or excluded in this Contract.
 9. The Contractor shall be responsible for gathering any other information regarding the equipment, including but not limited to: Performance Data (Data Sheets, Design data, Specifications and Manuals), Drawings, Maintenance Requirements, and Maintenance and Operating manuals. This information will then be passed on to ERWAT.
 10. All repair work shall only be performed upon receipt of an Official Order Number or written instruction from the Engineer or his appointed representative.
 11. Preferred Service Providers will be audited prior to the confirmation of the award of this Contract.
 12. Contractors are to note that ERWAT reserves the right to award this Contract to more than one Service Provider.
 13. The Contract is for a duration of *Thirty Six Calendar Months*.
 14. Invoices on repairs shall be authorized for payment only when accompanied by the following documents:
 - i. Cause of Failure Report
 - ii. Warranty Certificate
 - iii. Test Certificate
- c) The recommended response times shall be as follows and are to be finalised in the service level agreement (SLA):
1. Emergencies: 4 to 8 Hours after the call has been made.
 2. Ad-Hoc: 24 to 72 Hours after the call has been made.
- d) All after-care sales warranty on guarantees agreed upon during the drafting of the service level agreement (SLA) shall be honoured and enforceable post the contract period for the duration of their term.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1. The Contractor is expected to avail him/herself 24 Hours a day, including Holidays and Weekends.
 2. Quoted prices shall be FIXED and FIRM for the first twelve months of the Contract and thereafter subject to CPI.
 3. The Service Provider shall CERTIFY the Replacement of a System and or Component is SAFE after the Repairs.
 4. The Service Provider shall take into account that the Removal, replacement and Commissioning of the Equipment shall be performed while the Basin is "live".
- e) The Service Provider shall provide all Certification required by the Engineer or his appointed representative, these will include, but not limited to:
1. Class of Materials used for Forgings
 2. Class of Materials used for Shafts
 3. Class of material used for chain drives
 4. Type of belt material used on belt drive and belt conveyors
 5. Bearing Calculations and Make

2.1.4 **STANDARDS REQUIREMENTS**

Products/services offered by the bidder is required to comply with the following minimum standards throughout the contract period.

These standards will be applicable to the supply of equipment and will form part of the service level agreement.

This requirement does not form part of the pre- award evaluation process

- a) Bolts, nuts and washers used for fixing shall be hot dip galvanized to SANS 10684:2011. Electroplated fasteners will not be accepted unless otherwise agreed by the Engineer in writing.
- b) All wedge gate valves need to conform to all relevant sections of the SABS 65/66
- c) Shims are to be made of high quality stainless steel (grade 304s31), allowing re-use.
- d) All VJ couplings are to be manufactured according to ISO 2531:1991 BS 4772:1988
- e) Hot dip galvanizing shall comply with SANS 121:1999 For fabricated articles, SANS 4998:2015, for pre-galvanized sheet or SANS 10244-2:2011 for wire.
- f) All rubber lined butterfly valves need to conform to all relevant sections of the ISO 5752
- g) Drive pulleys are to be manufactured to approved ISO and SABS standards
- h) All V-belts to be of a wedge type and must conform to ISO 4184 BS 3790 and all other relevant standards
- i) All gas pipework shall be manufactured from 304L stainless steel in accordance to SANS ISO 4427 and DIN 8074, with stainless steel backing flanges and bolts with stub ends. Full details shall be supplied with the tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- j) All mild steel pipes and fittings, except for screwed and socketed pipes, shall comply with the requirements of SANS 719: 2011 grade A. specials shall comply with the requirements of BS 534 and shall be manufactured from straight pipes.
- k) All cast iron pipes and fittings shall comply with the requirements of BS 2035 and unless otherwise specified of the following class:
 - l) Straight pipes Class D quality
 - m) Fittings Class CD quality
- n) All materials used shall comply with the requirements of SANS 1034:2012:2012 for "Grey iron Castings".

2.1.5 **DETAILED REQUIREMENTS**

- a) It shall be expected of the Contractor that he/she will evaluate the condition of the equipment, based on that evaluation make a decision on which spares he/she will keep as Strategic Spares, as to minimize downtime.
- b) The Repairs, shall include the Collection of the Equipment from the Works, delivery of the equipment to the same Works after the Repairs and a Six Calendar Months Warranty on the Repairs from Date of Replacement. Twelve Calendar Months on Replaced Parts.
- c) All the Works: Repairs and Replacement shall be executed in accordance with the OEM Requirements/Standards.
- d) The appointed Contractor shall supply experience references on having worked on the said Equipment as part of the functionality criteria.
- e) The service provider must utilise the OEM parts and when necessary, the OEM services when their skill and resources cannot manage. This is just a recommendation, and will not be evaluated.

Please note that the name brands below are the equipment on site and are for the noting and enabling access to installation, operating and maintenance manuals, and are thus not for evaluation purposes. Therefore any bidder will not be disadvantaged by not being the supplier / manufacturer of the below equipment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SUMMARY OF EQUIPMENT

The following is the summary of the blower equipment at ERWAT. Bidders are encouraged to familiarize themselves if they feel necessary with the name brands of the equipment and their location within ERWAT for the ease and accurate bidding.

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

TABLE 1 – DETAILS OF BLOWERS

Item	Plant	Premises Address	GPS Coordinates	Make	Blower Details	Rating (kW)	Quantity
1.	Olifantsfontein WCW	Keramiek road, Olifantsfontein	-25.940315, 28.215626	ROBUSCHI	RBS_15/V Flow: 276.74m³/h	5.5	2
2.	Hartebeestfontein WCW	R25 Hartebeestfontein Plant, Kempton Park.	-26.019870, 28.284659	ROBUSCHI	RBS_125/V Flow: 276.74m³/h	90	3
				BUSCH	WT0100 BP	11	2
				ABS	HST 6000-1-L-4	150	2
3.	Rynfield WCW	Sarel Calliers Street, Rynfield	-26.15869, 28.35601	DRESSER	32 M U-RAI	5.5	1
				ROBUSCHI	31 7	18.5	2
4.	Ancor WCW	Ermelo Road, Springs	-26.271346, 28.480205	ROBUSCHI	ROBOX EVOLUTION	7.5	2
5.	Daveyton WCW		-26.137856, 28.464585	SJ7507	URA1-42M S/N: 1007915245	5.5	2
6.	Welgedacht WCW	Carnation Road, junction from Pansy Ave, Springs	-26.191629, 28.474074	ROBUSCHI	RB/LP30/F S/N: 01-0489	7.5	2
				ROOTS / ROBUSCHI	PS/15/1P-RVP50 S/N: 1534004 S/N: 1534003	7.5	2
				ROBUSCHI	2475 S/N: 1041960/1 10417496	7.5	3
				Suzler / ABS	Model No: HST40-400-12-4 S/N:	400	5
7.	Vlakplaats WCW	Cnr Brickfield / Bierman Streets, Vosloorus	-26.352760, 28.182811	ROBUSCHI	RBS_45/V	5.5	2
8.	Waterval WCW	Meadow Road, Kliprivier	26° 26' 16.55" 28° 6' 3.83"	Roots Rotary System	Model No: 53HU-RAI S/N: 0704946824 S/N: 0704946824	11	2
				Siemens Turbomachinery Equipment GmbH	Model: STC-GO (22SV-GL225) S/N: 9639 S/N: 9640 S/N: 9641 S/N: 9642 S/N: 9643	400	5

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Item	Plant	Premises Address	GPS Coordinates	Make	Blower Details	Rating (kW)	Quantity
				Universal RAI Blower	Type: 53M S/N: U006190	11	1
				Emmerthal Blower	S/N: 133539 YR: 2012	11	1
				MAPRO International S.P..A	Type: CL60/7 BU-S Model No: RB60-7BU S/N: K12500495 YR: 2012 S/N: K12500495	4	2
9.	Hebert Bickley WCW	Plot 14, Mariasdrift, Nigel	26° 26' 7.41" 28° 26' 8.68"	Emmerthal Maschinefabrik GmbH	Model No: DGRL 97/23/FG S/N: 176044/28	11	1
10.	Heidelberg WCW	Portion 28, farm Boschoek, Vaaldam Road, Heidelberg	26° 32' 22.59" 28° 19' 48.93"	RUBUSCHI	Model No: RB-30 S/N: 12043 S/N: 10140	3	2
11.	Ratanda WCW	Farm Klipstappel, Vaaldam Road, Heidelberg	26° 34' 57.80" 28° 18' 11.27"	BROOM Eng. CC	Make: FEMCO S/N: B35-8CC1-R S/N: B35-8CC1-L	4	2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1.6 SCOPE OF WORK

2.1.6.1 Blower Service

The general minimum requirements for a minor servicing will include the following, but not limited to:

Blower Service	Minor	Major
• Clean blower room and comply with general good housekeeping requirements.	Y	
• Cleaning of equipment, surrounding area, floors and general good housekeeping requirements.	Y	
• Test run of compressor to check oil-tightness.	Y	
• Vibration level in test point (RMS-value) measured before disassembling of compressor	Y	
• Dismounting of air inlet duct.		Y
• Dismounting of silencer and air-inlet filter.		Y
• Dismounting of silencer.		Y
• Check and cleaning/replacement of air-inlet filter.	Y	
• Check of silencer.	Y	
• Repair of silencer.		Y
• Dismounting of outer diffuser drive system.		Y
• Dismounting of outer pre rotation drive system.		Y
• Dismounting of inlet housing, spiral casing, contour ring, impeller/rotor and diffuser plate.		Y
• Check and cleaning of all air-exposed surfaces, especially of impeller/rotor.	Y	
• Disassembling of inner diffuser drive system.		Y
• Check, lubrication, and cleaning of all parts in the diffuser drive system.	Y	
• Assembling and measuring of diffuser drive system. Check of throat area (see notes).		Y
• Disassembling of inner pre rotation drive system.		Y
• Check, lubrication, and cleaning of all parts of the pre rotation drive system.	Y	
• Assembling and measuring of pre rotation drive system.		Y
• Assembling of compressor. Visual check of all parts, including check of clearance of		Y

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

• Check of clearance between impeller and covering.		Y
• Replacement of O-rings.		Y
• Mounting, check, and adjustment of outer diffuser drive system. Check of mechanical		Y
• Mounting, check, and adjustment of outer pre rotation drive system. Check of limit switch.		Y
• Mounting of silencer.		Y
• Mounting of silencer and air-inlet filter.		Y
• Mounting of air-inlet duct.		Y
• Check and cleaning/replacement of oil filter.	Y	
• Check of coupling (alignment).	Y	
• Check of drive motor (cleaning of fan and lubrication).	Y	
• Check of blow-off valve and non-return valve (functional test).	Y	
• Check of lube oil pump.	Y	
• Replacement of bearings and seals in oil pump.		Y

2.1.6.2 Simulated Test-Run

In order to check the start/stop sequence, cable connections, safe blower (compressor) functioning, a simulated test run shall be undertaken.

- When simulating operation, thermostats / or thermometers and pressure switches as well as the entire safety monitoring equipment shall be tested with satisfactory result. As for pressure and temperatures, see technical specifications section 2.
- Turn compressor manually to check whether rotation is smooth. This is most easily done at the coupling between drive motor and gear.

2.1.6.3 Test-Run of Blower (Compressor)

During the test run the following shall be checked/adjusted:

- Opening and closing time of blow-off valve. The blow-off valve shall normally signal "closed" at max 180 seconds after start (depending on type of valve and plant conditions).
- Function of non-return valve.
- Build-up and stability of air pressure in pressure pipe.
- Lubricating oil pressure and temperature shall be stabilized.*)
- Adjust lubricating oil cooler. *)
When water cooled, the thermostat valve is adjusted for flushing with water.
When air cooled the thermostat valve is adjusted for start/stop of fan motor.
- Test diffuser adjustment manually.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Test inlet guide vane adjustment manually.
- Test safety monitoring system, thermostats and pressure switches as well as emergency stop during operation.
- Test normal start and stop sequences.
- Adjust motor overload protection (diffuser/pre rotation limit).
- Check for oil leaks at operating temperature.

The following off-site tests and inspections are to be carried out:

- At the supplier's premises, before the complete set of blowers can be delivered to site, ERWAT Representatives must be present during the test to satisfy them that the complete set of the equipment comply with the specification and delivers the specified output. ERWAT must be timeously advised of the date for the test.
- The test shall include a simulated test run at the supplier's premises to establish the mechanical integrity of the assembled equipment, performance tests to demonstrate efficiency, volumetric flows, pressure tests and rotation direction check, vibration and temperatures.
- Test report/certificate of the tests as specified is to be submitted to ERWAT together with the invoice and delivery note on every completed work.
- Visual inspections shall also form part of this contract; ERWAT Representatives must also be part of this process to witness and signed off the activity pre-assembly and/or post assembly to verify the quality of material used and the required dimensions (tolerances and clearances).

Master Control Panel (if any)

Check and start-up of Master Control Panel (MCP), during which the start/stop sequence, the priority sequence and control sequence are tested on all compressors.

- Check of cable connections from Local Control Panels to Master Control Panel.
- Check and adjustment of step controller (adjustment of diffuser/pre rotation via mA signal).
- Check of output signal from pressure/oxygen transmitter.

Observations and Measurements during Maintenance

- | | |
|--|-------------|
| • Vibration level before service | RMS (mm/S): |
| • Diffuser throat area after maintenance | (mm): |
| • Clearance of axial play in gear: | |
| Drive shaft | (mm): |
| Side shaft 1 | (mm): |
| Side shaft 2 | (mm): |
| Side shaft 3 | (mm): |
| • Clearance of axial play in rotor | (mm): |
| • Clearance rotor/covering | (mm): |
| • Limit switch diffuser | MIN/MAX: |
| • Limit switch pre rotation | MIN/MAX: |
| • Coupling alignment round/flat impact | ± (mm): |
| • Vibration level after maintenance | RMS mm/S: |
| • Hour counter | (hours): |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.1.6.4 Silencer Maintenance Notes

- The inlet silencer is designed for atmospheric air and lined with sound-absorbing material.
- Cleaning of the sound-absorbing baffles can be done by a vacuum cleaner during service.
- Avoid bending the baffles.
- The sound absorbing material shall never be exposed to steam or washed with water.

IMPORTANT! Organic solvents will damage the material and its adhesion to the supporting frames.

2.1.6.5 Spare Parts

The spare parts listed below is a guide to assist bidders in terms of the tender, but not comprehensive or limited to the below list:

The following critical spares apply to ERWAT Blowers driven by 400kW motors in Waterval

- Set Special Tooling
- Spares Kits
- Mechanical Oil Pump
- Linear Actuators
- Limit Switches
- Oil filter Cartridges
- Set Bearing RTD's
- Inlet Filters

For small ROBUSCHI and BUSCH and ROOTS RAI Blowers, the following Spare parts are essential:

- Lubricating Oil
- Inlet air filter
- V-Belts
- Blower bearings

2.1.6.6 Disposal of Waste

- Disposal of waste according to the instructions of the local authorities (Bylaws).
- If the compressor is in operation, it is necessary to replace air filter elements, lubricating oil and lubricating oil filters as stated in section 11.3
- Used air filter elements or used filter cloth can be disposed of as combustible waste.
- Used lubricating oil to be treated as chemical waste and its disposal should be according to the instructions of the local authorities.
- Oil moistened cloths used for oil absorption and used oil filters can be disposed of as combustible waste.
- Iron and metal from the replacement of compressor parts can be removed as scrap.

2.1.6.7 Special Terms and Conditions of the Project

- During bid evaluation phase, ERWAT will at its discretion conduct or appoint an inspection authority to perform an audit on prospective supplier's workshops to assess their ability and capability to supply a quality product.
- If a supplier is given an order to supply ERWAT with any service and/or product/s, ERWAT reserves the right to have free access to the manufacturing premises in order to perform investigation tests, inspect the product, processes and materials used. Where the supplier is a third party (i.e. is an agent of the manufacturer), ERWAT reserves the right to inspect their warehousing of the material.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- If such an inspection reveals unsatisfactory condition(s), ERWAT shall temporarily stop further delivery, and if the unsatisfactory condition(s) cannot be resolved, ERWAT will take necessary steps to terminate the contract. Any additional work that needs to be done to bring the product to the required standard will be on the supplier's account.
- Suppliers should also provide environmentally friendly solutions, preferably in compliance with the ISO 14000 environmental standard.
- Compliance to the Occupational health and safety act (Act No 85 of 1993) and all other legislative provisions will be enforced.
- All the Works: Maintenance, Servicing and Repairs shall be executed in accordance with the OEM Requirements/Standards. ERWAT reserves the right to inspect repairs and maintenance as well as parts removed and installed. Bidders will be required to submit proof thereof including invoice for parts/services from the OEM.

HOURS

- Working (office Hours): Monday to Friday, between 07:30 to 16:00.
- After hours: Monday to Friday between 16:01 to 07:29 and Weekends and public holidays.

The authorization to work afterhours is required from the designated ERWAT representative.

RESPONSE TIME

Due to the nature of service required it is crucial that bidders adhere to the response times that will be finalized at the time of signing the SLA and will be monitored as such.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.2 EVALUATION CRITERIA

1. EVALUATION

1.1 TECHNICAL / FUNCTIONALITY EVALUATION

Potential service providers will have to achieve the minimum number of points out of 100 (as set out in the table below) 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.
- The bidders experience with similar projects.
- The suitability of the bidder's proposed Plant and Equipment.
- The qualifications and experience of the key staff proposed.
- The suitability of Sub-Contractors proposed.

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.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

CRITERION	CRITERION DETAILS	POINTS
COMPANY EXPERIENCE (Only signed completion certificates and or reference letters on the letters of the previous clients / employers with clear description of works, contact person and details will be accepted)	<p>Bidders are required to submit signed reference letters or completion certificates as proof of experience in repairs of blowers (on the respective clients letterheads). JV lead partner must also provide reference letters or completion certificates:</p> <p>Kindly attach reference letters and or completion certificate. Please note that orders, invoices and appointment letters do not constitute proof of works completed satisfactorily and thus do not count:</p> <ul style="list-style-type: none"> • 5- letters and or completion certificate = 60 points • 4- letters and or completion certificate = 50 points • 3- letters and or completion certificate = 40 points • 2- letters and or completion certificate = 30 points • 1- letters and or completion certificate = 20 points • None, uncontactable or denied references = 0 points 	60
Expertise of key staff (Bidders are to provide CVs including signed testimonial letters and or record of service)	<p>Mechanical Fitter: Trade tested mechanical fitter/artisan according to QCTO or department of labour</p> <ul style="list-style-type: none"> • None = 0 • 1 - 3 Years' of experience = 10 • 4 - 5 Years' of experience = 20 • More than 5 but less than 10 years' experience = 30 • 10 Years and more years' experience = 40 	40
TOTAL	Bidder must score a minimum of 75 points to be considered for further evaluation	100

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

ERWAT GENERAL NOTES:

- Suppliers are to note that ERWAT reserves the right to award this Contract to more than one Service Provider.
- ERWAT reserves the right to appoint one or more than one bidder. The number of bidders that will be appointed and the allocation of activities or items per bidder will be at ERWATs discretion
- 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.
- The rates of the highest scoring bidder subject to market evaluation (market related rate) will be offered to the second, third and fourth highest scoring bidders.

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 or infrastructure belonging to ERWAT that may be damaged or lost due to Contractor's negligence, carelessness 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.

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

WARRANTY/GUARANTEE OF PARTS/WORKMANSHIP

Bidders must note that warranties/guarantees are applicable to this bid and bidders will be required to submit such on delivery of works/parts with the delivery note, invoice and statement. Kindly note that payment will only be affected upon final inspection and to the satisfaction of the relevant Supervisor and or Manager. Thus the warranty and guarantee is linked to a successful final inspection.

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. This is a rates based tender and therefore no quantities, sub totals and totals will be applicable in the pricing schedule and 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.

Bidders are required to take into consideration all aspects before pricing to ensure the most cost effective solution for ERWAT during the term of this contract.

Items placed on order must be delivered at the relevant site as per the table in section 2.6 of this document.

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 (example: labour, transport, crane rental, etc.)

Bidders should note that the quantity stipulated in the table below is 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 also note that the pricing must be as presented in the tables below, failure to do so will result in disqualification.

The pricing instruction excel spreadsheet will be issued to bidders who attended the compulsory briefing session only and submitted on the date of closure of the tender. This will be utilized for the ease of reference and evaluation purposes only. The spreadsheet must be submitted to the SCM Public tender e-mail address: publictenders@erwat.co.za. Please note the BOQ submitted in writing will be deemed the legal and final pricing of this tender.

NB: The following equipment is currently onsite & bidders must take note thereof for pricing purposes

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.3.1. Preventative and Reactive Maintenance

Item	Plant	Make	Model	Rating (kW)	Unit of Measure	Unit Price / Rate (Incl. VAT)
1A	Olifantsfontein WCW Blower 1	Robuschi Blower	RBS_15/V	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
1B	Blower 2	Robuschi Blower	RBS_15/V	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
2A	Hartebeestfontein WCW Inlet Blower 1	BUSCH	WT 0100BP	11		
	Minor Service				Sum	R
	Major Service				Sum	R
2B	Inlet Blower 2	BUSCH	WT 0100BP	11		
	Minor Service				Sum	R
	Major Service				Sum	R
2C	Module 4 Blower 1	Robuschi Blower	RBS_125/V	90		
	Minor Service				Sum	R
	Major Service				Sum	R
2D	Module 4 Blower 2	Robuschi Blower	RBS_125/V	90		
	Minor Service				Sum	R
	Major Service				Sum	R
2E	Module 4 Blower 3	Robuschi Blower	RBS_125/V	90		
	Minor Service				Sum	R
	Major Service				Sum	R
2F	Module 4 Blower 4	ABS Blower	HST 6000-1-L-4	150		
	Minor Service				Sum	R
	Major Service				Sum	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Test Run				Sum	R
2G	Module 4 Blower 5	ABS Blower	HST 6000-1-L-4	150		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
3A	Rynfield WCW Inlet Blower 1	DRESSER Blower	32M U-RAI	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
3B	BNR Blower 1	ROBUSCHI Blowers	30 07	18.5		
	Minor Service				Sum	R
	Major Service				Sum	R
3C	BNR Blower 2	ROBUSCHI Blower	30 07	18.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4A	Welgedacht WCW Module 1 Inlet Blower 1	Robuschi Blower	RB/LP30/F S/N: 01-0489	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4B	Module 1 Inlet Blower 2	Robuschi Blower	RB/LP30/F S/N: 01-0489	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4C	Module 2 Inlet Blower 1	ROOTS / ROBUSCHI	PS/15/1P-RVP50 S/N: 1534004	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4D	Module 2 Inlet Blower 2	ROOTS / ROBUSCHI	PS/15/1P-RVP50 S/N: 1534003	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4E	Module 2 BNR Blower 1	ROBUSCHI	2475 S/N: 1041960	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4F	Module 2 BNR Blower 2	ROBUSCHI	S/N: 1 10417496	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4G	Module 2 BNR Blower 3	ROBUSCHI	S/N: 1 10417496	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
4H	Module 2 BNR Blower 4	Suzler / ABS	Model No: HST40- 400-12-4 S/N: 100122718	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
4I	Module 2 BNR Blower 5	Suzler / ABS	Model No: HST40- 400-12-4 S/N: 100122179	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
4J	Dewatering Blower 1	Suzler / ABS	Model No: HST40- 400-12-4 S/N: 100122180	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
4K	Dewatering Blower 2	Suzler / ABS	Model No: HST40- 400-12-4 S/N: 100122181	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
4L	Dewatering Blower 3	Suzler / ABS	Model No: HST40- 400-12-4	400		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

			S/N: 100122182			
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
5A	Ancor WCW Inlet Blower 1	ROBUSCH I	ROBOX EVOLUTION	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
5B	Inlet Blower 2	ROBUSCHI	ROBOX EVOLUTION	7.5		
	Minor Service				Sum	R
	Major Service				Sum	R
6A	Daveyton WCW Inlet Blower 1	ROOTS BLOWERS	SJ7507 URA1-42M S/N:1007915245	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
6B	Inlet Blower 2	ROOTS BLOWERS	SJ7507 URA1-42M S/N:1007915245	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
7A	Vlakplaats WCW Inlet Blowers 1	Robuschi Blower	RBS_45/V S/N:1416747	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
7B	Inlet Blowers 2	Robuschi Blower	RBS_45/V S/N: 12-15285	5.5		
	Minor Service				Sum	R
	Major Service				Sum	R
8A	Waterval WCW Inlet Module 4	Roots Rotary System	Model No: 53HU- RAI S/N: 0704946824 Part No: 651120MR	11		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Minor Service				Sum	R
	Major Service				Sum	R
8B	Waterval WCW Inlet Module 4	Roots Rotary System	Model No: 53HU- RAI S/N: 0704946824 Part No: 651120MR	11		
	Minor Service				Sum	R
	Major Service				Sum	R
8C	Waterval WCW Inlet Module 1-3	Universal RAI Blower	Type: 53M S/N: U006190	11		
	Minor Service				Sum	R
	Major Service				Sum	R
8D	Waterval WCW Inlet Blowers 1	Emmerthal Blower	S/N: 133539 YR:2012	11		
	Minor Service				Sum	R
	Major Service				Sum	R
8E	Waterval WCW Dewatering Unit Blowers 1	MAPRO Internationa I S.P.A	Type: CL60/7BU-S Model No: RB60- 7BU S/N: K12500495 YR: 2012	4		
	Minor Service				Sum	R
	Major Service				Sum	R
8F	Waterval WCW Dewatering Unit Blowers 1	MAPRO International S.P.A	Type: CL60/7BU-S Model No: RB60- 7BU ` S/N: K12500495 YR: 2012	4		
	Minor Service				Sum	R
	Major Service				Sum	R
8G	Waterval WCW Aeration Unit	Siemens Turbomachinery Equipment GmbH	Model: STC-GO (22SV-GL225) S/N: 9639	400		
	Minor Service				Sum	R
	Major Service				Sum	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Test Run				Sum	R
8H	Waterval WCW Aeration Unit	Siemens Turbomachiner y Equipment GmbH	Model: STC-GO (22SV-GL225) S/N: 9640	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
8I	Waterval WCW Aeration Unit	Siemens Turbomachiner y Equipment GmbH	Model: STC-GO (22SV-GL225) S/N: 9641	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
8J	Waterval WCW Aeration Unit	Siemens Turbomachinery Equipment GmbH	Model: STC-GO (22SV-GL225) S/N: 9642	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
8K	Waterval WCW Aeration Unit	Siemens Turbomachinery Equipment GmbH	Model: STC-GO (22SV-GL225) S/N: 9643	400		
	Minor Service				Sum	R
	Major Service				Sum	R
	Test Run				Sum	R
9A	Hebert Bickley WCW Inlet Blowers 1	Emmerthal Maschinefabrik GmbH	Model No: DGRL 97/23/FG S/N: 176044/28 YR: 2013	11		
	Minor Service				Sum	R
	Major Service				Sum	R
10A	Heidelberg WCW Inlet Blowers 1	RUBUSCH	Model No: RB-30 S/N: 12043	3		
	Minor Service				Sum	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Major Service				Sum	R
10B	Heidelberg WCW Inlet Blowers 1	RUBUSCH	Model No: RB-30 S/N: 10140	3		
	Minor Service				Sum	R
	Major Service				Sum	R
11A	Ratanda WCW Inlet Blowers 1	BROOM Eng CC	FEMCO S/N: B35-8CC1-R	4		
	Minor Service				Sum	R
	Major Service				Sum	R
11B	Ratanda WCW Inlet Blowers 1	BROOM Eng CC	FEMCO S/N: B35-8CC1-L	4		
	Minor Service				Sum	R
	Major Service				Sum	R

2.3.2. Spare Parts

1	WATERVAL SIEMENS BLOWERS Model: STC-GO (22SV-GL225)		
Item no	Description	UNIT OF MEASURE	Tender Price (Including VAT)
1.01	Set Special Tooling	Set	R
1.02	Spares Kits	Each	R
1.03	Mechanical Oil Pump	Each	R
1.04	Linear Actuators	Each	R
1.05	Limit Switches	Each	R
1.06	Oil filter Cartridges	Each	R
1.07	Set Bearing RTD's	Set	R
1.08	Inlet Filters	Each	R
2	ROBUSCHI, BUSCH, ROOTS RAI AND OTHER INLETWORSK BLOWERS		
2.01	Lubricating Oil	Per Litre	R
2.02	Inlet Air Filter	Each	R
2.03	V-Belts	Each	R

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2.04	Blower bearings	Each	R
3	ABS BLOWERS / SUZLER BLOWERS		
3.01	Lubricating Oil	Per Litre	R
3.01	Inlet Air Filter	Each	R
3.01	V-Belts	Each	R
3.01	Blower bearings	Each	R

2.3.3. Ad Hoc Requests,

Provide the rates that will be applicable for materials purchased and call out services that might be required on ad-hoc basis over and above the maintenance requirements detailed above.

2.3.3.1. Ad hoc Labour Rate

Description	Normal Working Hours Rate per Hour (Incl. VAT)	After Hours, Weekend and Public Holidays Rate per Hour (Incl. VAT)
Labour Rate	R	R

2.3.3.2. Ad hoc Call out Fee

Description	Normal Working Hours Rate per Hour (Incl. VAT)	After Hours, Weekend and Public Holidays Rate per Hour (Incl. VAT)
Call Out Fee Including 4 hours labour and traveling for artisan and assistant	R	R

Description	Unit of Measure	Rate (Incl. VAT)
Artisan Including Assistant	Rate/hour	R

2.3.3.3. Travelling

Description	Unit of Measure	Rate (Incl. VAT)
Half Ton Light delivery vehicle	Rate/km	R
1 Ton Light Delivery Vehicle	Rate/km	R

AA Rates will be applicable and adjustments will be done according to current fuel prices.

2.3.3.4. Mark Up on purchased material/parts

Material amount Incl. VAT	Percentage (%) Mark-up
Up to R 2 000	2%
R 2 001 to R 5 000	5%
R 5 001 to R 10 000	8%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

R 10 001 to R15 000	10%
Above R15 000	15%

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: _____

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		R	
2		R	
3		R	
4		R	
5		R	
6		R	
7		R	
8		R	
9		R	
10		R	

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

NB: Various EWRAT Sites that can apply to this tender document are presented on the table presented below.

2.1.5 Current ERWAT Sites but not limited to (GPS Coordinates as on Google Map)

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	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, Kettlehong	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"
17	Vlakplaats WCW	Corner of Brickfield and Bierman Road, Vosloorus	26° 21' 10.77"	28° 10' 58.76"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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	Technical Vlakplaats	Corner of Brickfield and Bierman Road, Vosloorus	26° 21' 14.71"	28° 10' 59.39"
21	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

Annex A:

DTI STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR VALVES PRODUCTS AND ACTUATORS

PRODUCTS DESIGNATED FOR LOCAL PRODUCTION

Designated Products	LC Threshold	Date
1. Rail Rolling Stock	65%	16-07-2012
2. Power Pylons	100%	16-07-2012
3. Bus Bodies	80%	16-07-2012
4. Canned/Processed Vegetables	80%	16-07-2012
5. Textile, Clothing, Leather and Footwear Sector	100%	16-07-2012
6. Solar Water Heaters	70%	19-07-2012
7. Set-top Boxes	30%	26-09-2012
8. Certain Pharmaceutical Products	Per Tender	07-11-2012
9. Furniture Products	85%	15-11-2012
10. Electrical and Telecom Cables	90%	08-05-2013
11. Solar Water Heaters	70%	19-07-2013
12. Valves Products and Actuators	70%	06-02-2014
13. Working Vessels	60%	01-08-2014
14. Residential Electricity and Water Meters	70%	01-08-2014
15. Transformers and Shunt Reactors	90%	28-09-2015

Designated Products	LC Threshold	Date
16. Two Way Radio Terminals	60%	30-06-2016
17. Solar PV Components	70%	30-06-2016
18. Rail Signalling System	65%	30-06-2016
19. Wheelie Bins	100%	18-08-2016
20. Fire Fighting Vehicles	30%	21-11-2016
21. Steel Products and Components for Construction	100%	13-01-2017
22. Rail Perway (Track) Infrastructure	90%	13-11-2017
23. Pumps & Medium Voltage Motors	70%	12-12-2017
24. Plastic Pipes & Fittings	100%	16-08-2019
25. Air insulated MV Switchgear	50%	20-12-2019
26. Bulk Material Handling	85%	20-12-2019
27. Industrial Lead Acid Batteries	50%	20-12-2019



Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Annex B:

DTI STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL CONVEYANCE PIPES: 500MM TO 3500MM (CONVEYANCE PIPES)

NATIONAL TREASURY DESIGNATED SECTORS INSTRUCTION NUMBER 7 OF 2016/2017
INVITATION AND EVALUATION OF BIDS BASED ON A STIPULATED MINIMUM THRESHOLD FOR LOCAL
PRODUCTION AND CONTENT FOR LARGE BORE SPIRAL SUBMERGED ARC WELDED STEEL
CONVEYANCE PIPES: 500MM TO 3500MM (CONVEYANCE PIPES)

3. PRODUCTS DESIGNATION

- 3.1 The Instruction is applicable where an Organ of State purchases directly from the manufacture, in a case of turnkey projects (design, build, operate and/or transfer) and/or on purchases for maintenance and repairs where a contract is awarded for a project which the designated products are part of the bill of quantities or materials to be utilised in the entire project.
- 3.2 A large bore spiral submerged arc welded steel conveyance pipe is a building material made from rolled steel sheets in coils which are basically an alloy of iron and carbon and are slit to the required width to suit the diameter of the required pipe. These slits are then submerged arc, spirally welded together to form the pipe. These pipes are widely used in the construction industry, and can also be found in a variety of manufacturing and industrial applications. These pipes are mainly used to convey liquids and gasses from one point to another and in the case of water supply; they convey the water from a bulk water supply such as dams to reservoirs. From reservoirs, the smaller electric resistance welded (ERW) pipes are used to transfer the water as municipal supply to commercial and residential buildings.
- 3.3 There is a distinction between bare, galvanized and lined and coated large bore spiral submerged arc welded steel conveyance pipe.
- 3.3.1 The bare large bore spiral submerged arc welded steel conveyance pipe as is implied by the name, has not been lined, coated or galvanized. It is thus more prone to corrosion (rusting) and abrasion (inside) of the pipe as well as cathodic erosion (outside) of the pipe by direct current (DC) underground.
- 3.3.2 Galvanized large bore spiral submerged arc welded steel conveyance pipe is where the bare pipe is dipped in a hot zinc bath inside and outside surfaces are coated with zinc to avoid corrosion.
- 3.3.3 Bare or galvanized pipes can be lined (inside) and coated (outside) steel pipes by applying protective coatings in the form of paints to protect them from corrosion. This pipe is typically used to convey water.
- 3.4 To ensure that local production and content is discharged on manufacturing activities, the following Conveyance Pipes must be included in bid invitations:

Manufacturing process of Steel Conveyance Pipe	Size	% of Local Content	Physical Properties
Spiral submerged arc welding	500mm – 3500mm	100%	Bare
Spiral submerged arc welding	500mm – 3500mm	100%	Galvanized
Spiral submerged arc welding	500mm – 3500mm	80%	Lined and coated
Spiral submerged arc welding	500mm – 3500mm	80%	Galvanized, lined and coated

- 3.5 All primary steel products i.e. coils, sheets and plates used in the fabrication of steel conveyance pipes are included in this designation and must be

2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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%										

Calculation of local content								Tender summary			
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
									R 0	R 0	R 0
								(C20) Total tender value	R 0		
Signature of tenderer from Annex B								(C21) Total Exempt imported content		R 0	
								(C22) Total Tender value net of exempt imported content		R 0	
								(C23) Total Imported content		R 0	
								(C24) Total local content		R 0	
Date:								(C25) Average local content % of tender		#DIV/0!	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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: Mr S Bunge / Mr B Hilder (technical person responsible for this bid) and all technical related queries can be directed to them at: Tel: 011 929 7091 E-mail: siviwe.bunge@erwat.co.za / billy.hilder@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> 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.</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> <p>Copies are not allowed, only original documents will be accepted.</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	<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> <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</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
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 trade mark, 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><i>ERWAT</i></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

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.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **BID ERW202109/TNDR-026:**

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 A (TO BE FILLED IN BY THE BIDDER)

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

in accordance with the requirements and specifications stipulated in bid number **BID ERW202109/TNDR-026**: at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. It is noted that this is rates based tender. The contract is limited to Purchase orders issued within the available budget allocated for such on an as and when required basis.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF FIRM _____

DATE _____

WITNESSES

1 _____

2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MBD7.1

CONTRACT FORM: PURCHASE OF GOODS/WORKS**PART B (TO BE FILLED IN BY THE ERWAT REPRESENTATIVE)**

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

BID ERW202109/TNDR-026: 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 _____

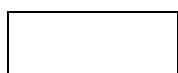
DATE _____

WITNESSES

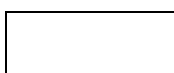
1. _____

2. _____

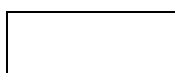
DATE: _____



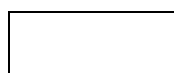
Contractor



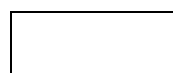
Witness 1



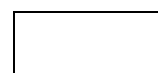
Witness 2



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
 - (c) 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.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 **2022/2023, 2023/2024 and 2024/2025 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. K CHIHOTA**

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

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

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

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

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

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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.

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