FORMAL PRICE QUOTATION

(R200 000 - R750 000)

CIDB: 2GB

FPQ2408/05: PROVISION OF TURNKEY SERVICES FOR THE INTERIOR REFURBISHMENT OF ERWAT AUDITORIUM

CLOSING DATE AND TIME: 23 AUGUST 2024 @ 12H00

BIDDING COMPANY:

RAISE YOUR VOICE AND TAKE ACTION AGAINST CORRUPTION AND FRAUD ANONYMOUS REPORTING FRAUD AND ETHICS HOTLINE: 0800-204-860 website: www.thehotline.co.za e-mail: erwat@thehotline.co.za Fax :0867 261 681 | SMS: 30916 P O Box 10512, Centurion, 0046 App Stores: Vuvuzela Hotline	**ERWAT STAMP**

TABLE OF CONTENTS

MBD 1 4

SCOPE OF WORK 6

PRICING SCHEDULE 10

MBD 3.1 13

MBD 4 14

MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 17

MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE 21

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION 23

POPIA CONSENT FORM 25

ANNEXURE 1: ATTACH MUNICIPAL ACCOUNT STATEMENT NOT OLDER THAN 3 MONTHS AND NOT OWING FOR 90+ DAYS OR VALID AGREEMENT SIGNED BY THE LESSOR AND LESSEE 26

ANNEXURE 2: ATTACH CIPC COMPANY REGISTRATION DOCUMENTS 27

ANNEXURE 3: ATTACH FULL CSD REPORT 28

ANNEXURE 4: ATTACH SARS PIN 29

ANNEXURE 5: ATTACH IDENTITY DOCUMENTS OF DIRECTORS/ OWNERS/ SHAREHOLDERS 30

ANNEXURE 6: ATTACH FUNCTIONALITY/ TECHNICAL SUPPORTING DOCUMENTS 31

ANNEXURE 7: ATTACH CIDB GRADING CERTIFICATE 32

ANNEXURE 8: AUTHORITY OF SIGNATORY TO SIGN BIDS 33

BID SUBMISSION 36

TAX COMPLIANCE REQUIREMENTS 36

JOINT VENTURE 36

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS: 37

A BID WILL BE REJECTED: 37

A. ADMINISTRATIVE REQUIREMENTS 38

B. MANDATORY REQUIREMENTS 38

C. PREFERENTIAL POINT SCORING 38

D. VALUE ADDED TAX 39

E. COMMUNICATION 39

F. LATE BIDS 39

G. FRONTING 39

GENERAL CONDITIONS OF CONTRACT 40

FPQ DOCUMENT CHECKLIST

#	*Document Name*	*To be returned/ completed by bidder?*	*Bidder to tick √ if document is submitted*	*SCM to confirm if document is submitted*
MANDATORY AND MUNICIPAL BIDDING DOCUMENTS				
MANDATORY REQUIREMENTS				
1.	Pricing schedule	Yes		
2.	Municipal account statement not older than 3 months and not owing for 90+ days or valid agreement signed by the lessor and lessee	Yes		
3.	Tax compliance status (SARS pin)	Yes		
MUNICIPAL BIDDING DOCUMENTS				
4.	MBD 1 – Invitation to bid	Yes		
5.	MBD 4 – Declaration of Interest	Yes		
6.	MBD 3.1 - PRICING SCHEDULE – FIRM PRICES	Yes		
7.	MBD 6.1 – Preference Points Claim Form	Yes		
8.	MBD 8	Yes		
9.	MBD 9	Yes		
OTHER DOCUMENTS				
10.	POPIA form	Yes		
11.	Full CSD report	Yes		
12.	CIPC Company Registration Documents	Yes		
FUNCTIONALITY REQUIREMENTS (WHERE APPLICABLE)				
13.	Previous Experience			
TECHNICAL REQUIREMENTS (WHERE APPLICABLE)				
14.	Brochure	No		
15.	Sample	No		
16.	Certificate of Analysis	No		
17.	CIDB Grading	**2GB**		
PRICE AND SPECIFIC GOALS (80/20)				
18.	Pricing schedule	Yes		
19.	Proof of specific goals requirements to claim points	Yes		
	Full CSD report, CK document and ID documents of company owners/ directors/ shareholders	*To claim points for 51% youth ownership*	4	
	Full CSD report, CK document and ID documents of company owners/ directors/ shareholders	*To claim points for 51% women ownership*	4	
	Full CSD report, CK document, ID documents of company owners/ directors/ shareholders, and proof of disability issued by medical doctor	*To claim points for 51% disability ownership*	4	
	Municipal account/ lease agreement of company or owners/ directors/ shareholders	*To claim points for locality*	4	
	Certified copy of A Department of Defence (DoD) Identification Card	*To claim points for military veteran*	4	

PART A
INVITATION TO BID

You are hereby invited to bid for requirements of ERWAT	
Bid Number	FPQ2408/05
Compulsory Briefing session date and time.	19th August 2024 AT 10:00 at ERWAT Head Office (Auditorium)
Closing date	23th August 2024
Closing time and venue	12h00 noon at ERWAT Head Office, R25 Bapsfontein Road, Norkem Park
The successful bidder will be required to fill in and sign a written contract form (MBD7).	

Bidder Information	
Name of Bidding Company	
Company physical address	
Company postal address	
Contact details	Company Representative (Name):
	Telephone:
	Cell phone:
	E-mail address:
National Treasury Central Supplier Database number: (Compulsory)	MAAA
CIDB Grading CRS number	
Vat registration number	
Tax Compliance status	TCS Pin:
Are you the accredited representative in South Africa for the goods/ services/ works offered? If yes, attach proof from the agency your company is accredited to represent	
Total number of items offered	
Total price (including VAT)	R
SCM related enquiries:	Ms Inkosinathi Nhlapo E-mail: inkosinathi.nhlapo@erwat.co.za Tel: 011 929 7000
Technical enquiries	Mr Khodani Gereda E-mail: khodani.gereda@erwat.co.za Tel: 011 929 7159

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

NB: Failure to provide any of the above particulars may result in your bid being disqualified.

Name& Surname of Representative: _____

Signature Of Bidder: _____

Capacity Under Which This Bid Is Signed: _____

Date: _____

SCOPE OF WORK

FPQ2408/05: PROVISION OF TURNKEY SERVICES FOR THE INTERIOR REFURBISHMENT OF ERWAT AUDITORIUM

1. BACKGROUND AND OBJECTIVE

The Ekurhuleni Water Care Company (ERWAT) was established in 1992 for the provision Wastewater Treatment Services, the company has necessarily gone through many changes since its inception stages to remain relevant to the latest development trends of society. The Human resource infrastructure has however not been improved for a longest time; therefore, the objective of this Bid is to source design and build services to improve the ERWAT Auditorium.

2. OVERVIEW OF THE SCOPE

The scope of works is for the provision of all the necessary interior design and construction services to refurbish and improve the look and make-up of the ERWAT Auditorium from its current state to the latest designs available in the market today. The summary aspects of the scope shall include but not limited to the following:

2.1 Inspection, assessment and costed proposals
2.2 Market related investigations and designs benchmarked with the latest standards for interior designs.
2.3 Optimization of designs to fit within budget
2.4 Implementation of improved interior design
2.5 Cleaning and making good of auditorium
2.6 Commission and handover

3. EXTENT OF THE SCOPE

The scope is composed of two aspects, namely, the professional services aspect and the construction aspect. The changes shall mainly focus on the movable interior aspects of the building, the following shall be noted:

3.1 The turnkey services shall be limited to a maximum budget of R 750 000 (VAT.Incl), and the bidder shall design, optimise and construct a satisfactory solution within budget. The solution should be fairly benchmarked with the latest designs and practices in the market.

3.2 Professional Services:

The professional services shall include inspection of status quo, investigation of latest practices, assist client to clearly define scope, formulate comprehensive proposal with various options and engage in optioneering exercise, conduct financial feasibilities, design development and optimization of preferred solution, supervision of all implementations works, commission and handover of improved Auditorium to ERWAT.

3.3 Construction Services

The Service Provider shall be fully responsible for all the necessary construction works associated with implementing the proposed designs. All construction services shall be rendered through quality workmanship and within the confines of applicable regulations.

4. FUNCTIONALITY EVALUATION

General Evaluation Notes:

All bids will be evaluated in the following three phases:

- Initial screening process
- Functionality evaluation as per attached Terms of Reference:
- Preference Point Systems as per MBD 6.1

Functionality Evaluation

Potential service providers will be required to achieve a minimum of **80 points out of 100 points** for their functionality evaluation before they proceed to the next stage of evaluation, which is the 80/20 preference point system. This is required so that there is a level of comfort that the potential service provider can deliver the project within the required professionalism and quality.

EVALUATION

CRITERION	CRITERION DETAILS	POINTS
Company Experience in Projects for Renovations/ Constructions of Auditoriums/ Boardrooms/ Theaters or such similar projects Portfolio of evidence should be provided as Purchase Orders/ Appointment Letters and Completion Certificates or Letters of completion. **NB:** – For Sub-Contracting References, as an additional to the above-mentioned requirements, the Bidder must also include the Appointment Letter/Purchase Order for the main Contractor. – As a risk mitigation measure, References between Construction Companies will not be recognized except in the case of sub-contracting.	**Portfolio of evidence should be provided as Appointment Letters and Completion certificates or letters of completion for previous projects for Renovations/ Constructions of Auditoriums/ Boardrooms/ Theaters or such similar projects.** Only signed Purchase Orders/Appointment Letters and Completion Certificates or Reference Letters on the letterheads of the previous client/employer with a clear description of works, contract value, contact person, and contact details of the contact person (day telephone number and company email address) will be accepted. **NB:** – For Sub-Contracting References, as an additional to the above-mentioned requirements, the Bidder must also include the Appointment Letter/Purchase Order for the main Contractor. – As a risk mitigation measure, References between Construction Companies will not be recognized except in the case of sub-contracting.	**40**
	5 Projects or more = 40 4 Projects = 30 3 Projects = 20 2 Projects =10 0- 1 Project = 0	
Program of Works Note: Four (4) components must be stated in writing/or be visible on a programme of works	**The bidder must clearly write/ show all these 4 components on their submission.** **(The bidder should not only rely on Microsoft visual illustration).**	**15**
	1) Milestones, 2) Critical Path, 3) Resource allocation, **4) Task Dependency Map,**	
	Bidder has submitted a work plan Inclusive of all 4 components = 15	
	Bidder has submitted a work plan Inclusive of all 3 components = 10	
	Bidder has submitted a work plan Inclusive of 2 components = 5	
	Bidder did not submit, or Bidder has submitted a work plan Inclusive of only 1 component = 0	

<table>
<tr><th>CRITERION</th><th colspan="2">CRITERION DETAILS</th><th>POINTS</th></tr>
<tr><td rowspan="5">Relevant years' Experience of Key Project Members
The key project team with relevant years Expertise. The Portfolio of evidence (CV and Qualification) should be provided for each member indicating the years and the type of projects involved in. This does not limit bidders from providing all the necessary project members

<u>NOTES:</u>

All certificates and professional registration must be certified copies</td><td colspan="2">Portfolio of evidence should be provided indicating number of years' experience on projects of similar nature as the required. The name of the project involved must be indicated and the key project designation indicated. The bidder must clearly indicate in the submitted CV's the overall experience of the key project managers</td><td></td></tr>
<tr><td rowspan="3">Team Leader / Project Manager:
<u>Required Qualification (minimum):</u>
▪ Bachelor's degree in Civil, Construction Management or Quantity Surveyor; CV demonstrating years of experience in building works
▪ Labour Intensive Construction (LIC) Certificate: NQF Level 5
N.B.: The experience shall be measured post attainment of the qualification</td><td>60 Months and more experience = 10</td><td rowspan="3">10</td></tr>
<tr><td>48 to 59 Months experience = 5</td></tr>
<tr><td>0 to 47 Months experience = 0</td></tr>
<tr><td rowspan="4">Specialist: Professional Architect
<u>Required Qualification (minimum):</u>
▪ Bachelor's Degree in Architecture, CV demonstrating years of experience in similar projects,
▪ Professional Registration Certificate with SACAP.
N.B.: The experience shall be measured post attainment of the professional registration</td><td>84 Months and more experience = 15</td><td rowspan="4">15</td></tr>
<tr><td>60 to 83 Months = 10</td></tr>
<tr><td>48 to 59 Months experience = 5</td></tr>
<tr><td>0 to 47 Months experience = 0</td></tr>
</table>

CRITERION	CRITERION DETAILS		POINTS
	Specialist: **Capenter** **<u>Required Certification:</u>** **Trade Test Certificate for a Carpenter, CV demonstrating years of experience in similar projects** N.B.: The experience shall be measured post attainment of the trade certificate	60 Months and more experience = 10	**10**
		48 to 59 Months experience = 5	
		0 to 47 Months experience = 0	
	Specialist: **Painter** **<u>Required Certification:</u>** **Trade Test Certificate for a Painter, CV demonstrating years of experience in similar projects** N.B.: The experience shall be measured post attainment of the trade certificate	60 Months and more experience = 10	**10**
		48 to 59 Months experience = 5	
		0 to 47 Months experience = 0	
TOTAL	**All bidders are required to score a minimum of 80 out of 100 evaluation points in order to pass the functionality evaluation, and all bids that fail to achieve the minimum score shall be disqualified.**		**100**

Pricing Instructions

I. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered in cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.

II. The offer must be valid for a minimum of 90 days from the closing date of the bid.

III. Km to ERWAT sites must be confirmed by the bidder and ERWAT will only pay for the SARS or AA rate whichever is viable for ERWAT.

IV. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis.

V. The rates/amounts tendered in the Schedule of Rates shall be the full inclusive rates/amounts to the Employer for the work described under the several items. Such rates/amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, overhead charges, taxes (including value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based. The Service Provider shall ensure that all inserted rates are reasonable as these shall be used during bid evaluation and shall become the basis for payment of all work that will be carried out during the Term of the contract.

VI. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

VII. Mistakes made by the Bidder in completion of the Schedule of Rates shall not be erased or covered with correcting fluid. A line shall be drawn through the incorrect entry and the correct entry shall be written above the deletion and initialled by the Bidder. Failure to observe this Condition will lead to the Tender being disqualified.

VIII. This is a Rates based contract developed under a flexible scope of work and therefore there are no quantities or Totals set out in the pricing schedule, Work Orders will only be generated on "as and when" required basis according to the rates tendered by the service provider as contained in the Schedule of Rates.

IX. Work Orders generated on "as and when" basis shall contain estimate quantities for the proposed Works. The actual quantities of work/services rendered as finally measured and accepted and certified for payment in accordance with the applicable Conditions of Contract, and not the estimate quantities set out in the Bill of Quantities for the Works Order, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities for the generated Works Order and the quantities certified for payment.

X. 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

XI. Provisional Sum
The Contractor must obtain a minimum of three quotations to be approved in writing by the relevant ERWAT Chief Financial Officer before proceeding with the Works.

XII. Failure to complete the pricing in full will result in disqualification. ERWAT reserves the right to accept any bid or part thereof, to award the bid to more than one bidder and does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed. Pricing must provide for direct and indirect fees including transport and labour.

BILL OF QUANTITIES (BOQ)

ITEM	DESCRIPTION	UNIT	RATE (RANDS) (VAT Inclusive)
1.	**PRELIMINARY & GENERAL**		
1.1.	Safety File	Sum	
1.2.	Induction of staff	Sum	
1.3.	Set up temporary barriers and signage to ensure safety and limit access to the work areas.	Sum	
1.4.	Arrange for temporary storage of items that can be moved to create a clear workspace.	Sum	
2.	**PROFESSIONAL SERVICES**		
2.1.	Team Leader	Hr	
2.2.	Architect	Hr	
2.3.	Interior designer	Hr	
2.4.	Quantity Surveyor	Hr	
2.5.	Presentations to client	Each	
3.	**CONSTRUCTION**		
3.1.	Removal of the furniture Rate to be inclusive of covering and protection of all existing furniture, fixtures, and equipment with appropriate materials (e.g., plastic sheeting, drop cloths).	Sum	
3.2.	Removal of the carpet	m^2	
3.3.	Removal of the skirting	m	
3.4.	Removal of the wall paper	m^2	
3.5.	Removal of cornice	m	
3.6.	Removal of rubble and dumping	m^3	
3.7.	Preparing the floor and making good for the new carpet	m^2	
3.8.	Preparing the wall and making good for the new wall paper	m^2	
3.9.	Removal of 40mm Door 900 x 2032mm. high Solid flush door with 3,2mm hardboard covering on both sides	Each	
3.10.	Installation of "Belgotex Berber Point 920 Nexus" 500 x 500mm carpet tiles or equivalent laid in accordance with SABS 0186-2000 fitting code of practice on the floor	m^2	
3.11.	Installation of " Nouwens Carpets" 500 x 500mm carpet tiles or equivalent laid in accordance with SABS 0186-2000 fitting code of practice on the floor	m^2	
3.12.	Installation of "Floornet Carpets" 500 x 500mm carpet tiles or equivalent laid in accordance with SABS 0186-2000 fitting code of practice on the floor	m^2	
3.13.	Installation of 75mm new skirting	m	
3.14.	Installation of the wall paper	m^2	
3.15.	Installation of 75mm cornice	m	
3.16.	Heavy duty hold open arm door closer with bracket fixed to metal Ref. No DC 744 EN 1-6 HO DA, Code: 744HO or equivalent	Each	

ITEM	DESCRIPTION	UNIT	RATE (RANDS) (VAT Inclusive)
3.17.	Installation of 40mm Door 900 x 2032mm. high Solid flush door with 3,2mm hardboard covering on both sides	Each	
3.18.	Painting on metal surfaces: spot prime defects in pre-primed surfaces with zinc chromate primer and apply one universal alkyd-based undercoat and two coats alkyd based high gloss enamel paint	m^2	
3.19.	Painting on wood: one coat wood primer, one universal alkyd-based undercoat and two coats alkyd based eggshell enamel paint	m^2	
3.20.	Painting on wood: Three coats clear polyurethane suede varnish	m^2	
3.21.	Painting on floated plaster: one coat alkaline resistant plaster primer, one coat universal alkyd-based undercoat and one coats alkyd based eggshell enamel paint on work in poor condition	m^2	
3.22.	Reinstatement of the furniture	Sum	
4.	**DISBURSEMENTS**		
4.1.	Travelling	Km	
4.2.	Print out (A4)	Each	
4.3.	Print out (A3)	Each	
4.4.	Print out (A2)	Each	
4.5.	Print out (A1)	Each	
4.6.	Print out (A0)	Each	
5.	**PROVISIONAL SUMS**		
5.1.	Miscellaneous	P. Sum	R200 000.00
5.2.	Overheads, profit and charges on 5.11 above (The mark-up percentage will be limited to a maximum of 10% and will be considered on a case-by-case basis and limited to the scope)	%	

PRICING SCHEDULE –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

OFFER TO BE VALID FOR 90 (NINETY) DAYS FROM THE CLOSING DATE OF THR BID

ITEM NO.	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	**EKURHULENI WATER CARE WORKS**
-	At:	**IPAP DEPARTMENT**
-	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

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, shareholder[2]):

_____

4.4 Company Registration Number: _____

4.5 Tax Reference Number: _____

4.6 VAT Registration Number: _____

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

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

_____

_____

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

If so, furnish particulars.

_____

_____

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

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.

_____

_____

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

FULL NAME	**IDENTITY NUMBER**	**STATE EMPLOYEE NUMBER**

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

(a) A member of –
- *any municipal council/entity;*
- *any provincial legislature; or*
- *the national Assembly or the national Council of provinces;*

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

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

CERTIFICATION

I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____ _____
SIGNATURE **DATE**

_____ _____
POSITION **NAME OF BIDDER**

MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

GENERAL CONDITIONS

The following preference point systems are applicable to invitations to tender:
the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

The applicable preference point system for this tender is the 80/20 preference point system.

The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- Price; and
- Specific Goals.

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and SPECIFIC GOALS	**100**

Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

DEFINITIONS

"tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
"price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

"rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

"tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

"the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

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

The 80/20 formula will be used to calculate the points for price in respect of bidders with a Rand value below R50 000 000.

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

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

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

The specific goals allocated points in terms of this tender	**Evidence required but not limited to the following:**	**Number of points allocated (80/20 system)**
EME or QSE 51% owned by women	CK document Full CSD report ID documents of company owners/ directors/ shareholders	4
EME or QSE 51% owned by youth: *(Means persons between the ages of 14 and 35 in terms of the National Youth Development Agency Act, 2008. For this bid, the date to be used for the determination of age will be the closing date of the bid and in a case where the closing date of a bid has been extended, the original (first) closing date shall be used to determine age).*	CK document Full CSD report ID documents of company owners/ directors/ shareholders	4
EME or QSE 51% owned by people with disabilities: *(means in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being).*	Proof of disability issued by medical doctor CK document Full CSD report ID documents of company owners/ directors/ shareholders	4
EME or QSE 51% owned by military veterans: *(Means any South African who rendered military service to any of the military organizations, former statutory and liberation armies, which were involved on all sides of*	Certified copy of A Department of Defense (DoD) Identification Card CK document Full CSD report	4

The specific goals allocated points in terms of this tender	Evidence required but not limited to the following:	Number of points allocated (80/20 system)
South Africa's liberation war from 1960 to 1993; served in the then Union Defence Force before 1961 or became a member of the SANDF after 1994 and has completed his or military training and no longer performs military duties, and has not been dishonourably discharged from his or her respective military organization).	ID documents of company owners/ directors/ shareholders MV Force number	
EME or QSE within the boundaries of Ekurhuleni Municipality: *(means a business operating within the City of Ekurhuleni).*	Municipal account/ lease agreement of company or owners/ directors/ shareholders	4

The above information will be verified in accordance with the bidders B-BBEE certificate, and or a certificate from the companies and intellectual property commission (CIPC), the department of Military Veterans and or other supporting documents. All supporting evidence must be submitted in order to claim the preferential procurement points claimed. ERWAT reserves the right to verify the information submitted.

In the case of multi-parties (Joint ventures, consortiums, partnerships, etc.), allocation of points will be calculated by adding the individual parties in the JV, etc. ownership % together; divide the total by the number of parties in the respective joint ventures, consortiums, partnerships, etc. The average % will thus be the indicating factor for the number of points to be scored.

e.g. Joint venture:

Party 1 = 51% EME/QSE owned by women
Party 2 = 100% EME/QSE owned by women
= 151% / 2 parties in the JV = 75% and will score = 4 points

The above principle will apply to points 1, 2, 3 & 4 indicated in Table 1 above.

For point 5: The collective JV agreement's address, or the Lead JV partners' domicile Address will be utilized for scoring of points.

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm: _____

Company registration number: _____

TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- disqualify the person from the tendering process;
- recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- forward the matter for criminal prosecution, if deemed necessary.

Company name: _____

Company address: _____

_____

Name& Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICE

This Municipal Bidding Document must form part of all bids invited.

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.

The bid of any bidder may be rejected if that bidder, or any of its directors have:

- abused the company's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- been convicted for fraud or corruption during the past five years;
- willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 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).

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the company / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	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.

Name& Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

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.

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.

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.

In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

FPQ2408/05: PROVISION OF TURNKEY SERVICES FOR THE INTERIOR REFURBISHMENT OF ERWAT AUDITORIUM

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 consortium[3] will not be construed as collusive bidding.

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

   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.

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.

Name& Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

POPIA CONSENT FORM

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this referral form:

a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.

b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the ERWAT (responsible party) must use my/our information in the performance of its public legal duty.

c) I/we understand that my/our personal information may be disclosed to a third party in as far as the ERWAT must fulfil its public legal duty.

d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the ERWAT website.

Company name: _____

Company address: _____

_____

Name& Surname of Representative: _____

Signature Of Bidder: _____

Designation: _____

Date: _____

ANNEXURE 1: ATTACH MUNICIPAL ACCOUNT STATEMENT NOT OLDER THAN 3 MONTHS AND NOT OWING FOR 90+ DAYS OR VALID AGREEMENT SIGNED BY THE LESSOR AND LESSEE

ANNEXURE 2: ATTACH CIPC COMPANY REGISTRATION DOCUMENTS

ANNEXURE 3: ATTACH FULL CSD REPORT

ANNEXURE 4: ATTACH SARS PIN

ANNEXURE 5: ATTACH IDENTITY DOCUMENTS OF DIRECTORS/ OWNERS/ SHAREHOLDERS

ANNEXURE 6: ATTACH FUNCTIONALITY/ TECHNICAL SUPPORTING DOCUMENTS

ANNEXURE 7: ATTACH CIDB GRADING CERTIFICATE

ANNEXURE 8: AUTHORITY OF SIGNATORY TO SIGN BIDS

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

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

Close Corporation: A resolution by its members authorizing 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 authorized to sign on behalf of each partner, in which case proof of such authorization 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 authorized 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.

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. _____

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.

BID SUBMISSION
1. Bids must be delivered by the stipulated time to the correct address (ERWAT Head Office R25 Bapsfontein Road, Norkem Park). Late bids will not be accepted for consideration. 2. All bids must be submitted on the official forms provided– (not to be re-typed) in a sealed envelope clearly marked with the bid number and description. 3. NB: no bids will be considered from persons in the service of the state (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations). 4. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, The General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
TAX COMPLIANCE REQUIREMENTS
Bidders must ensure compliance with their tax obligations. Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. Application for the tax compliance status (TCS) pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za . In bids where Consortia / Joint Ventures / Sub-Contractors are involved; each party must submit a separate TCS pin / CSD number. Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.
JOINT VENTURE
In the case of a joint venture, the valid original tax clearance certificate or copy/ies thereof, of each partner, must be submitted with the bid document. In the case of a joint venture, copies of Municipal services, rates, and taxes clearance certificate for supply chain management purpose (not older than three months from date of closing, not in arrears for more than 90 days, or valid lease agreement signed by both parties) of each partner, must be submitted with the bid document. In the case of a Joint Venture, a joint venture agreement must be submitted with the bid indicating shareholding percentage. In the case of a Joint Venture – bidder information is to be completed and submitted in respect of each partner.

NB: Failure to provide any of the above particulars may result in your bid being disqualified.

Name& Surname of Representative: _____

Signature Of Bidder: _____

Capacity Under Which This Bid Is Signed: _____

Date: _____

NOTICE TO BIDDERS

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS:

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be rejected.
"Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.
To ensure that your bid is not exposed to invalidation, documents are to be completed in accordance with the conditions and bid rules contained in the bid documents. The lowest or any bid will not necessarily be accepted, and ERWAT reserves the right not to consider any bid not or a bid not comprehensively completed as well as the right to accept a bid in whole or part. ERWAT reserves the right to appoint more than one bid for this contract.

A BID WILL BE REJECTED:

- If bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasury have developed municipalities and municipal entities with a Central Supplier Database (CSD) for the registration of prospective suppliers in line with Section 14(1) (b) of the Municipal Supply Chain Management Regulations (MSCMR). (Tax compliance will be dealt with in terms of MFMA Circular No. 90)

- Non-compliance with the Value Added Tax Act,1991; i.e. In terms of this Act, it is mandatory for any business to register for VAT if the income earned in any consecutive twelve (12) month period exceeds or is likely to exceed R 1 million. NB: Bidder/s failing to comply with this provision of the Value Added Tax Act, 1991 WILL NOT BE CONSIDERED, therefore rejected.

- Non-compliance with the Municipal Supply Chain Management Regulations, 2005; i.e. All sections affecting the evaluation of the bid must be indicated on the bid document and must be submitted and completed in full. All bidder's information must be accurate and correct.

- In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information. However, in cases where the total amount (aggregated) has not been affected, the bid will still be acceptable.

- In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil). (Only black pen to be used).

- If the Bid has not been properly signed by a person having the authority to do so.

- Any misrepresentation constitutes a criminal offence as set out in the B-BBEE Act (as amended) and could lead to prosecution and misrepresentation on the specific goals will result in the bidder being reported to National Treasury's list of tender defaulters.

- Where the recommended bidder is not tax compliant, the bidder should be notified of their non-compliant status and the bidder will be requested to submit to the municipality, within 7 working days. The bidder will be rejected if they fail to provide proof of tax compliance status within the 7 working days after recommendation (at the discretion of ERWAT).

- If the bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.

- If the bid has either been submitted in the wrong bid box or after the relevant closing date and time.

- If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members to the municipality or municipal entity, or to any other municipality or municipal

entity, are in arrears for more than three months (unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids).

- If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.

- The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –

- who is in the service of the state, or;
- if that person is not a natural person, of which any director, manager, shareholder or stakeholder, is a person in the service of the state; or; who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.

- If the bidder is not registered in the required CIDB contractor grading designation (category) or higher, if required in this bid documentation.

- If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

- If more than one (1) company quotes and the Director/s are the same Person/s and the companies fail to disclose this in the MBD4; the bids will be rejected as a result of Anti-Competitive Behaviour.

- If the bidder has failed to submit ALL required documents as specified on the bid document.

- If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted (all signatures to be original on each page).

- If the bidder fails to achieve the minimum score in terms of the functionality evaluation (where applicable).

A. ADMINISTRATIVE REQUIREMENTS

- Proof of company Central Supplier Database Registration (full CSD report **not** a summary report).
- Fully completed MBD forms
- Bidders to include product brochure of the product they will supply (where applicable).

B. MANDATORY REQUIREMENTS

- Municipal account statement not older than 3 months and not owing for 90+days or valid agreement signed by the lessor and lessee.
- Tax compliance status
- Supporting documents for functionality evaluation (where applicable)
- FAILURE TO ADHERE TO THESE CONDITIONS WILL LEAD TO THE BID BEING INVALIDATED.

C. PREFERENTIAL POINT SCORING

In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by ERWAT on the 80/20 preference points for Broad–Based Black economic empowerment in terms of which points are awarded to bidders based on:

- Points awarded for price

- Points awarded for specific goals

ERWAT reserves the right to award more than one bidder.

D. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

E. COMMUNICATION

ERWAT may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period.

F. LATE BIDS

Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.

G. FRONTING

ERWAT supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background ERWAT condemns any form of fronting.

ERWAT, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting issued by the Department of Trade and Industry, established during such enquiry/investigation, the onus will be on the bidder contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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 0f 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.