FORMAL PRICE QUOTATION

EXCELLENCE IN WATER CARE

FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

CLOSING DATE AND TIME: 15 December 2025

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**

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SCOPE OF WORK

FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

1. Background

The Ekurhuleni Water Care Company (ERWAT) is a municipal entity established to provide sustainable wastewater treatment services to support economic growth and protect the environment within the Ekurhuleni region and surrounding areas. ERWAT manages multiple wastewater treatment works and related infrastructure to ensure compliance with environmental standards and promote the efficient use of water resources.

As part of its ongoing operations and maintenance activities, ERWAT regularly procures goods, services, and works from qualified suppliers and service providers to ensure the effective and uninterrupted delivery of its services.

2. Purpose

The purpose of this advertisement is to invite suitably qualified and experienced suppliers or service providers to submit formal written price quotations for the required goods and/or services as specified in the RFQ document.

This process aims to:

- Ensure fair, transparent, and competitive procurement in line with ERWAT's Supply Chain Management Policy and relevant legislative frameworks (including the Municipal Finance Management Act and Preferential Procurement Regulations).
- Obtain value for money while maintaining quality and reliability of service delivery.
- Provide an equal opportunity for all eligible suppliers to participate in ERWAT's procurement activities.
- Support local economic development and transformation objectives by encouraging participation of SMMEs and historically disadvantaged individuals.

3. Scope of work

Supply and delivery of x 70 complete windsocks at ERWAT

- Orange windsocks with fluorescence belts
- **Diameter:** 300 mm
- Length: 1.2 Meters/ 300 mm
- Manufactured to the highest standards.
- Weatherproof.
- Fabric is SABS approved and exceeds the requirements laid down for colour fastness & light.
- Will not become waterlogged.
- 100% Polyester fabric that has been reinforced and double stitched for extra durability.
- Guaranteed for 24 months in normal conditions.

Warranty and Product Guarantee
The supplied windsocks, including the fabric shall carry a minimum warranty of 24 months against manufacturing defects and premature failure under normal operating conditions. In an event of failure or damage within the warranty period (excluding vandalism or misuse), the service provider will be required to repair or replace the affected unit at no additional cost to ERWAT.

4. Mandatory requirements

Bidders are to provide a comprehensive brochure for the windsock that they will be supplying. Failure to provide comprehensive brochure will result in disqualification from the bidding process.

The appointed bidder will be required to submit sample of the windsock for approval before issuing the Purchase Order (PO).

1. Functionality/ Technical requirements

Not applicable.

PRICING SCHEDULE

FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

Pricing instructions

- Only firm prices will be accepted.
- Failure to complete the pricing in full will result in disqualification.
- The price should include all direct and indirect costs (including transport, accommodation, labor, and other applicable fees).
- Bidders are required to complete the pricing schedule in full.
- Failure to complete the pricing in full will result in disqualification.
- ERWAT reserves the right to accept or reject any bid or part thereof
- ERWAT reserves the right to award the bid to more than one bidder.
- ERWAT does not bind itself to accept the lowest or any bid and not to consider any bid not suitably endorsed or comprehensively completed.
- The offer must be valid for a minimum of 60 days from the closing date of the bid.

The following will be accepted as a fully complete pricing schedule:

- A price is written/typed in Ink.
- No pencil or tippex or overwriting that compromises the authenticity of the bid will be accepted.
- Please note that where bidders opt to type in the prices, the original bid document will be accepted by ERWAT.
- The document is not to be retyped and no additional pricing schedule in the bidder's format will be accepted.
- If there are two pricing schedules submitted by the bidder, the original issued document from ERWAT will prevail.
- If pricing is left blank, or the bidder indicated N/A, it will be accepted to be an incomplete and non-responsive bid.
- Bidders are not allowed to STRIKE THROUGH the BOQ and only the abbreviations as stated below, will be accepted:
    - No charge = N/C
    - Included = Incl
    - R0 will be accepted as no charge.

Provisional Sum

- Provisional sum has been included in the pricing schedule and will only be applicable where related goods are required that are not catered for in the line items in the pricing schedule, including quality verification of products.
- Additional items required will be on an as and when required basis subject to prior approval of the items being required.
- The awarded Service Provider/s must obtain quotations to be approved in writing by the relevant ERWAT Project Manager.
- ERWAT reserves the right to request three quotations to be submitted before proceeding with relevant goods and services outside of contractual scope.
- The quotations received should be market related and may be subject to review by ERWAT.
- Payments for such items/services will be on actuals, plus the administrative fee as listed in the pricing schedule.
- Payments for additional services will be on actuals with supporting documentation to be submitted with the invoice.
- The provisional sum value is valid for the total contract period and will be limited to 10% of the contract value.

Prices offered by bidder

ITEM	DESCRIPTION	QTY	Unit Price	Total (excl. VAT)
	Windsock (as per scope of work)	70		
			Subtotal (excl. VAT)	R
			VAT @ 15%	R
			Total (incl. VAT)	R

1.	**Provisional Sum**	**R20 000.00**

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

PART A
INVITATION TO BID

You are hereby invited to bid for requirements of ERWAT	
Bid Number	**FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT**
Briefing session date and time.	There is no briefing session for this FPQ
Closing date	**15 December 2025**
Closing time and venue	12H00 noon at ERWAT Head Office, R25 Bapsfontein Road
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)	
SCM related enquiries:	E-mail: Gratitude.ramphaka@erwat.co.za; or Phumzile.mdlalose@erwat.o.za Tel: 011929 7000
Technical enquiries	Mr. S Ngqeza/ Ms. LP Mohlopi E-mail:siphiwo.ngqeza@erwat.co.za/lebohang.mohlopi@erwat.co.za Tel: 011 929 7000

FORM OF BID

FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

General Declaration:

To: The Managing Director

R25, Bapsfontein Road

Norkem Park

1631

Sir/ Madam,

I/We, the undersigned (hereinafter referred to as "the bidder"):

(a) bid to supply and deliver to the Ekurhuleni Water Care Company [hereinafter referred to as "ERWA"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract or Order

(b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;

(c) further agree to be bound by those conditions, set out in, "FORM OF BID AND MBD1-9", attached hereto, should this bid be accepted in whole or in part;

(d) confirm that this bid may only be accepted by ERWAT by way of a duly authorised official order;

(e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;

(f) declare that all amendments to the bid document have been initialed by the relevant authorised person and that the document constitutes a proper contract between the ERWAT and the bidder;

(g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;

(h) acknowledge that the information furnished is true and correct;

(i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of ERWAT that the claims are correct. If the claims are found to be inflated, ERWAT may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by ERWAT as a result of the award of the contract and/or cancel the contract and claim any damages which ERWAT may suffer by having to make less favourable arrangements after such cancellation;

(j) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.

(k) declare that the signatory to the bid document is duly authorised; and

(l) agree that documentary proof regarding any tendering issue will, when required, be submitted to the satisfaction of ERWAT.

(m) declare that the Broad-Based Black Economic Empowerment Certificate submitted herewith is based on true and accurate information and has been obtained from a duly accredited verification agency (or, in the case of an Exempted Micro-Enterprise(EME) and a Qualifying Small Enterprise (QSE) declare that the submitted Original Sworn Affidavit/ Certified copy of the sworn affidavit or a certified copy thereof or a certificate from the Companies and Intellectual Property Commission (CIPC) confirming their annual total revenue is true and correct)

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

As Witness Name& Signature: _____

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: _____

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED AT THE TIME OF THE REQUEST OF THE PRICING SCHEDULE ON THE ROTATION BASIS. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED.

NAME OF BIDDER: _____

BID FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

CLOSING DATE: **15 December 2025**

**OFFER TO BE VALID FOR 60 DAYS FROM CLOSING DATE

Required by: **HUMAN RESOURCES**

At: **EKURHULENI WATER CARE COMPANY**

Brand and Model: **NOT APPLICABLE**

Country of Origin: **NOT APPLICABLE**

Does the offer comply with the specification(s)? *YES/NO

If not to specification, indicate deviation(s): _____

Period required for delivery: _____

*Delivery: Firm/Not firm

Delivery basis: **To be finalized as at time of award.**

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

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

*Delete if not applicable

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?
(This refers to other companies involved in, regardless of the commodity)

YES / NO

If so, furnish particulars.

_____

_____

5. Full details of directors / trustees / members / shareholders in the service of the state.

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.

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

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, TENDERERS 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 tenderer 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 tenderer, 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 tenderer 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 organisations, former statutory and liberation armies, which were involved on all sides of South Africa's liberation war from 1960 to*	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)
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 organisation).	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 tenderer 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.

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) ……..…… in accordance with the requirements and specifications stipulated in bid number ……..…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid**.**

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, *viz*

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I…… in my capacity as……..….. accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**BRAND**	**DELIVERY PERIOD**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)**

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

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____
OFFICIAL STAMP

WITNESSES

1. ……..

2. ……..

DATE ……

DECLARATION OF BIDDER'SS PAST SUPPLY CHAIN MANAGEMENT PRACTICE

This Municipal Bidding Document must form part of all the 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 Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

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:

FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

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 Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

RESOLUTION of a meeting of the Board of "Directors / Members / Partners of:

_____

(legally correct full name of the bidding company)

held at: _____(place) on _____ (date)

RESOLVED that:

1. The bidding company submits an FPQ/ Tender to ERWAT in respect of the following:

FPQ/U/2512/01: SUPPLY AND DELIVERY OF WINDSOCKS FOR ERWAT

2. *Mr/Mrs/Ms _____ in *his/her capacity as:

_____(position)

And who will sign as follows: _____ (Signature)

and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the FPQ/ Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of any project to the bidding company mentioned above.

Item no.	Name	Capacity	Signature
1.			
2.			
3.			

OFFICIAL STAMP

Note: This page may be replaced by an authority of signatory on the official letterhead of the bidding company.

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.

Name& Surname of Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

Date: _____

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

THIS AGREEMENT IS made at _____on the _____

day of _____ in the year _____.

Between EKURHULENI WATER CARE COMPANY (ERWAT) (hereinafter called "the Employer") of the one

part, herein represented by _____

In his capacity as _____

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

and _____

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

in his capacity as _____

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

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.

2. This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or engineer requiring him to commence the execution of the Works, to either –

   (a) the date of the Final Approval Certificate issued in terms of Clause 5.16 of the General Conditions of Contract 2010 (hereinafter referred to as "the GCC"), as contained in the Contract Documents pertaining to this Contract, or

   (b) The date of termination of the Contract in terms of Clauses 9.1, 9.2, 9.3 of the GCC.

3. The Mandatory declares himself to be conversant with the following:

   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:

      (i) Section 8: General duties of Employers to their employees
      (ii) Section 9: General duties of Employers and self-employed persons to persons other than employees
      (iii) Section 37: Acts or omissions by employees or mandatories
      (iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement

   (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.

4. In addition to the requirements of Clause 8.4 of the GCC (as amended by Special Condition of Contract) and all relevant requirements of the above-mentioned Volume, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, Plant and equipment in accordance with the Act.

5. The Mandatory is responsible for the compliance with the Act; the safety procedures and rules of the employer by all his subcontractors, whether or not selected and/or approved by the Employer.

6. The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No 130 of 1993), which cover, shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.

7. The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

   a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

   b) All incidents referred to in the Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

   c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

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

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

_____ _____

NAME AND SURNAME **SIGNATURE**

Witness 1 _____ Witness 2 _____

(Name) _____ (Name) _____

(Print) (Print)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

_____ _____

NAME AND SURNAME **SIGNATURE**

Witness 1 _____ Witness 2 _____

(Name) _____ (Name) _____

(Print) (Print)

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 Authorised person: _____

Authorised Signature: _____

Name of Bidding Entity: _____

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 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. 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.

- 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 signatory page).

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

PLEASE NOTE POSSIBLE AMENDMENTS/ADDENDUM MAY BE ADVERTISED ON THE ERWAT WEBSITE.

IT REMAINS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE ERWAT WEBSITE DAILY AND TO RAISE ANY ENQUIRIES REGARDING THE BID TO THE RELEVANT CONTACT PERSON BEFORE THE CLOSING DATE. NO COMMUNICATION WILL BE ALLOWED AFTER THE CLOSING OF THE BID

PLEASE NOTE THAT ALL BID DOCUMENTS ARE AVAILABLE FOR DOWNLOAD ON OUR WEBSITE FOR FREE.

A. 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 (80)
- Points awarded for specific goals (20)

B. 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.

C. 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.

D. CENTRAL SUPPLIER DATABASE (CSD)

In the event that bidders are not compliant with all applicable legislative requirements, as per CSD. National Treasury in partnership with the Provincial Treasuries have developed municipalities and municipal entities 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)

NB: If the bid does not meet the requirements contained in the ERWAT Supply Chain Management Policy, and the mentioned framework, it shall not be considered an acceptable bid and shall be rejected and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

E. ADJUDICATION USING A POINTS SYSTEM

a. Acceptable bids will be evaluated using a system that awards points on the basis of bid price and specific goal/s. Failure on the part of a bidder to fill in and/or to sign this form and submit proof of specific goal/s claim will be interpreted to mean that preference points for specific goal/s are not claimed.

b. For bids with a bid amount equal to or above R2 000 and up to a Rand value of R 50 million (all applicable taxes included) a maximum of 80 points is allocated for price and a maximum of 20 points for specific goal/s points.

c. ERWAT shall award the Contract to the Bidder obtaining the highest number of points for Price and specific goal/s calculated in accordance with the Preferential Procurement Regulations, 2022, unless there are grounds to justify the award to another bidder, in accordance with the provisions of Section 2 (f) of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

F. PREFERENTIAL PROCUREMENT REGULATIONS (PPR) 2022 DEFINATION OF PRICE APPLICATION

a. The price used for evaluation of tenders is the price inclusive of all applicable taxes as per regulation 4(1) and 5(1). All applicable taxes certainly will include Value Added Tax (VAT), where applicable, and any other taxes as may be imposed through legislation. Whatever the nature of the tax, it should be included in the price submitted.

b. It is emphasized that mandatory registration for VAT is a legislative requirement once enterprises exceed R1 million in sales within a 12-month period. Other enterprises may elect voluntary registration for VAT even if they do not meet the mandatory threshold for registration.

G. EVALUATION ON FUNCTIONALITY

a. Evaluation on Functionality shall be in accordance with the ERWAT Supply Chain Management Policy as follows:

When functionality will be evaluated the following shall be clearly specified in the invitation to quote/bid:

- Evaluation criteria for measuring functionality
- Minimum qualifying score for functionality.
- Respondents that have achieved the minimum qualification score for functionality shall be evaluated further on price and preference points.
- Respondents that did not achieve the minimum qualification score for functionality shall be eliminated from further evaluation.

b. Accordingly, where an invitation to submit a tender indicates that the tender will be evaluated on functionality, all acceptable bids submitted shall be firstly evaluated on functionality and, all acceptable bids that achieve the minimum score for functionality, as indicated in the tender invitation, shall be further evaluated in terms of the points system referred to above.

FPQ DOCUMENT CHECKLIST

Item #	Description	
1.	Bid document completed in full	
2.	Pricing scheduled completed in full	
3.	MBD forms completed in full	
4.	POPIA form completed in full	
5.	Occupational Health And Safety Agreement completed	
Administrative supporting documents		
6.	Municipal account statement not older than 3 months and not owing for 90+ days or valid agreement signed by the lessor and lessee	
7.	Tax compliance status – valid SARS pin	
8.	Full CSD report	
9.	CIPC Company Registration Documents	
10.	ID Documents Of Directors/ Owners/ Shareholders	
11.	Authority of signatory	
Mandatory/ Technical / Functionality supporting documents where applicable		
12.	Company Experience in Vetting and Background Checking	
13.		
14.		
15.		
16.		

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

TABLE OF CLAUSES

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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.