

REQUEST FOR EXPRESSION OF INTEREST

The Gauteng Partnership Fund (GPF) invites all interested parties to submit expression of interest for requirements stipulated below:

BID REFERENCE NUMBER:	EOI 001/2021
CLOSING DATE:	8 OCTOBER 2021
CLOSING TIME	11:00am
RFP VALIDITY PERIOD	90 Days
DESCRIPTION	REQUEST FOR EXPRESSION OF INTEREST (EOI) FROM RELEVANT INSTITUTIONS FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTANANCE OF ALTERNATIVE SANITATION TECHNOLOGIES (Flushing Toilets) FOR UPGRADING OF INFORMAL SETTLEMENTS AND BUCKET ERADICATION FOR THREE (3) YEARS AS AND WHEN REQUIRED
BRIEFING SESSION	No briefing session
QUESTIONS SUBMISSION CLOSING DATE	29 SEPTEMBER 2021
PUBLICATION OF ANSWERS ON GPF WEBSITE	1 OCTOBER 2021
ENQUIRIES	Supply Chain Management Enquiries: florencem@gpf.org.za Technical Enquiries: sindisod@gpf.org.za

SBD1

PART A INVITATION TO EXPRESSION OF INTEREST

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	EOI 001/2021	CLOSING DATE:	8 October 2021	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR EXPRESSION OF INTEREST (EOI) FROM RELEVANT INSTITUTIONS FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTANANCE OF ALTERNATIVE SANITATION TECHNOLOGIES (Flushing Toilets) FOR UPGRADING OF INFORMAL SETTLEMENTS AND BUCKET ERADICATION FOR THREE (3) YEARS AS AND WHEN REQUIRED				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Reception Area,					
West wing, 1st floor					
82 Grayston Drive, Sandton					
2031					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Florence Maluleke		CONTACT PERSON	Sindiso Dandala	
TELEPHONE NUMBER	011 685 6627		TELEPHONE NUMBER	011 685 6667	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	florencem@gpf.org.za		E-MAIL ADDRESS	sindisod@gpf.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>			
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>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 BELOW.</p>			

PART B TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS</p>

WEBSITE WWW.SARS.GOV.ZA.

- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution

DATE:

IMPORTANT NOTICE

The Gauteng Partnership Fund (GPF) has issued this request calling for Expressions of Interest ("EOI") for the purpose specified in Section 2 below.

This EOI (which includes all other information, written or oral, made available during the EOI Process) is made available by the GPF to Prospective Respondents on condition that it is used solely for the purpose of responding to this EOI.

This EOI does not constitute an offer by the GPF or to enter any form of transaction.

Failure to submit a response to this EOI will not disqualify any person from participating in a subsequent tender process nor will submission of a response oblige any person to submit a bid in a subsequent tender process. Furthermore, no rights of any nature accrue to any person by virtue of their participation in this EOI Process or their receipt of this EOI.

This EOI is provided solely for the purpose set out in the EOI and does not constitute investment advice or an investment recommendation by the GPF. Each Prospective Respondent to whom this EOI is made available must make their own independent

assessment of the opportunity after making such investigation and taking such professional advice as they deem necessary. Neither the receipt of this EOI or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Prospective Respondent or its advisors, is to be taken as constituting the giving of any advice (investment, legal or otherwise) by the GPF.

While the GPF, their officers and employees have taken reasonable care to present correct information in this EOI, errors and omissions may occur. Neither the GPF nor any of their officers or employees accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this EOI or any other document issued by the GPF, regardless of use and regardless of any losses that the intended or unintended recipients of this EOI may incur.

No guarantees, representations or warranties, whether express or implied, are made by GPF or any of their officers or employees with respect to the information or opinions contained in any document. The Prospective Respondent expressly waives any claim(s) it has or may have in respect of such guarantees, representations or warranties, howsoever arising.

The GPF reserves the right to suspend, modify or withdraw this EOI at any time without prior notice and without liability to compensate or reimburse any person. The GPF is not obliged to perform any action or take any further steps upon conclusion of the EOI Process.

All responses to this EOI are compiled and submitted at the Prospective Respondent's sole risk and cost and the GPF is not liable to compensate any person for any costs or losses incurred in connection therewith.

By its participation in the EOI Process, the Prospective Respondent is deemed to acknowledge and consent to the terms and conditions of this EOI, including the contents of this Important Notice.

1. PURPOSE OF THIS EOI

The Gauteng Department of Human Settlements is faced with the task of assisting municipalities with the upgrade of informal settlements through the Upgrade of Informal Settlements Programme (UISP), as prescribed under the housing code. There exists a backlog of sanitation services in many parts of the province with many informal settlements relying only on Ventilation Improved Pit-latrines and Chemical toilets.

Many other Gauteng Department of Human Settlement projects have been delayed due to unavailability of bulk services. The alternative sewer technology that will eventually be solution that will ultimately be selected

One of the focus areas is the ability of the government to provide quick, affordable, reliable, and clear solutions immediately whilst completing all normal legal processes for housing provision. The National Development Plan (NDP) 2030 identifies the need for South Africa to invest in a strong network of infrastructure designed to support the country's medium- and long-term economic, social and environmental goals. Sanitation infrastructure is a critical component that underpins dignity, health, safety, economic activity and growth across the country, and it needs to be robust, extensive, and affordable enough to meet growing needs.

2. BACKGROUND

Off-grid wastewater treatment package plants have become an affordable option in South Africa, especially in remote areas. It is appreciated that the application of these package plants be used as a short term to medium term solution to treat wastewater and augment water supply at potable water standards where bulk infrastructure is not available.

Whilst it is appreciated that there exists various methods of treating waste water and recirculating potable water to communities, the purpose of this EOI is to attain responses from all capable respondents that are able to demonstrate capacity and capability to provide an viable alternative sewer treatment technology. The application of these off-grid solutions must be able to assist the Department in ensuring service delivery to meet backlogs in un-serviced areas and developments where it may not be economically viable to install large municipal plants or where the projected lead times on the bulk provision are not within the immediate but long term plans. Accordingly, these solutions should be medium to long term solutions that have a little maintenance and operational requirements as possible.

In recent years, negative perceptions around package plants have been reported, and this has been attributed to various design, operational and maintenance shortcomings, which resulted in these treatment processes taken offline after a short period of operation and a consequent poor return on investment on these installations. Respondents are thus required to demonstrate the sustainability of the proposed solutions and indicate any and all international or local systems accreditations, including but not limited to SABS.

The respondents must indicate the proposed solution and how they intend to treat wastewater in informal settlements and other GDHS projects as efficiently and effectively as possible. The proposal should indicate all the requirements for efficient and effective long-term operation, including capacity of the treatment process; raw water source (river, dam, groundwater, piped); technology employed (treatment processes); clarifier and filter sizes and summary of operations and maintenance (O&M) aspects. In consideration of the technical support required for operation of the plant, respondents must indicate the potential for job creation in the construction and maintenance of the plan and highlight skills development and transfer opportunities for operators. Respondents should take into consideration the high levels of crime and vandalism in informal settlements and thus should ensure that the proposed solutions are designed in consideration of increased security and ensure effective communication/ notification in the event the system is vandalised or not effectively operational. Respondents must indicate the requirements for water and electricity and provide alternative options wherein such services are not in place.

This call for Expression of interest (EOI) is intrinsically linked to:

- Quick, reliable and affordable sanitation solutions geared for deployment in informal settlements and areas without access to bulk infrastructure;
- Alternatives to the costly and unsustainable VIP/Chemical toilets solutions due to high maintenance costs, collapsing structures, Terrible odour, Overflows during rainy seasons;
- Alleviate the poor living conditions with regards to access to proper sanitation and water in the short-term period. Prospective service providers must observe the highest standards of ethics in design and implementation of solutions to provide maximum dignity to affected communities.
- The aim of the Department is to continually improve on the delivery of basic service solutions in a reliable and sustainable manner through a diversified mix, and
- The Department's strategic goal to establish quick and affordable capabilities and capacity to reduce over reliance on future mid to long term housing projects as the only solutions.
- To explore price and technology competitive alternatives to chemical toilets as the only immediate solution.

Submissions must detail how the proposed conceptual solutions will assist the Department to enhance service delivery to the residents of various informal settlements in all municipalities in Gauteng with a sustainable, affordable, safe and reliable technology/solution,

The most compelling submissions will subsequently be invited to submit detailed proposals inclusive of: financial implications, execution, operations and maintenance plans.

3. EOI SUBMISSIONS

The EOI proposed solutions must respond to the challenges as highlighted above and further extrapolated in the following sections. All EOI concept submissions must include a description of the:

- Compliance to highest ethical standards, cost and effectiveness of solution.
- Proof of Concept. Shortlisted proposals will be required to demonstrate proof of concept through a presentation to the GPF..
- Technical specification, particularly the amount of affluent that can be treated or handled and provided on daily, weekly, monthly and annual basis for the informal settlements detailed..
- Environmental benefits of the proposed solution
- Flexibility of the solution/technology with regards to its design, financing, built, operations/maintenance and business model.
- The original equipment manufacturer (OEM) support that will be provided, preference will be given to solutions manufactured by South African Original Equipment Manufacturers.
- Bidders must indicate the direct and indirect/downstream jobs that can be created in implementing the project
- Compliance with all environmental and municipal legislative and infrastructure related dependencies and inter-dependencies required in terms of implementation must be demonstrated
- The CAPEX costs must be articulated alongside the OPEX cost for a minimum of 5 years required for the proposed solutions
- Bidders must articulate any conditions precedence including but not limited to the apportionment of risks and obligations between the Department and the service provider/ manufacturer
- The support that will be required from Gauteng Department of Human Settlement, GPF local municipality and any of its implementing partners/ agencies for effective and efficient implementation
- Conditions of preferential procurement are applicable within this EOI, bidders are required to demonstrate B-BEE compliance legislation and its obligations must be strictly adhered to

4. SCOPE

The proposed solution :

- The Solution must provide an off-grid non-environmentally invasive water and sanitation reticulation and treatment plant that may be applied to informal settlements and other GDHS housing projects
- The proposed solution should be applicable in environments which do not have access to piped water or electricity (Renewable energy can be considered where power is not available).
- The solution must provide flush toilets for either each structure/ a group of structures subject to the density in the area
- The proposed solution must provide potable water at blue drop standards or any other applicable regulated standards.
- The proposed solution should include leakage management and monitoring
- The proposed solution should be retrofittable to the existing VIP toilets to convert them into flushable toilets
- The proposed solution must demonstrate low maintenance demands and/or cycles
- The proposed solution should be able to be integrated into the bulk infrastructure when it becomes available with no extra costs besides pipeline connections and site layout to sewer network
- Solutions must provide local employment solutions and beneficiaries.
- Bidders must demonstrate the treatment process capacity for the proposed solution
- Proposed solutions should be able to be movable in the event the informal settlements are relocated
- The proposed solution should be designed to deter and detect vandalism
- The proposed solutions should consider remote monitoring and control strategies and instrumentation can assist in the automation of processes, so that full time operator presence may not be required.
- A maintenance process of instrumentation and equipment used is essential for the success of automation. The decision on whether or not to automate processes must be made based on cost, risk and benefits.
- Reliability, by making allowance for stand-by equipment must be built into the design. Rural plants, which are far from maintenance workshops, face the challenge of having to wait long for maintenance personnel to repair equipment, but also due to theft are unable to keep shelf stand-by equipment on site.
- Remote monitoring technologies should be made available or as an option for easier process monitoring of sites.
- The informal settlements to be serviced vary in size as detail in the table below. Respondents should specify minimum and maximum constraints required for the implementation of the proposed technology.

5. INFORMAL SETTLEMENTS CATEGORISATION

The informal settlements have been categorised as defined in the National Upgrading Support Programme (NUSP) as follows:

Category A: The site is suitable for development and appropriate for permanent settlement, is implementation-ready and formalization will not result in significant adverse consequences. Can be formalized rapidly i.e. land acquisition, township establishment, subdivisions, full services, formal top structures, and formal tenure such as title deeds can be provided. **Interim Services permitted whilst the process to Upgrade the Informal Settlement is underway/ delayed.**

Category B1: Incremental development led by the provision of basic services and leading either to eventual formalisation or other permanent settlement solution. Will include a wide range of incremental upgrading responses including participative planning, enumeration, re-blocking, incremental tenure, special zones, settlement layouts, owner-driven consolidation.

Category A & B1 Informal Settlements

No	Municipality	Informal Settlement Name	Property Description	Geographic Coordinates		Est. No of Households
				Latitude	Longitude	
1	Merafong	Wedela Informal Settlement	Ptn 78 farm buffelsdoorn	26°28'7.42"S	27°23'22.25"E	185
2	Rand West	Jabulani Informal Settlement	Ptn 14 Elandsvlei 249 IQ	26°9'44.01"S	27°40'50.42"E	135
3	Mogale City	Ga Mohale Informal Settlement	Portion 45 of Blaauwbank 505 JQ (ward 31)	25°59'33,132"S	27°32'9,317"E	307
4	Mogale City	Thabong Informal Settlement	Ptn 4 Vlakdrift 163 IQ (ward 30)	26°2'37.64"S	27°40'27.46"E	69
5	Mogale City	Pongoville Informal Settlement	Portion 29 ;30 of the Farm Sterkfontein 173 IQ and Portion 38 of the Paardeplaats 177 IQ	26°4'12.33"S	27°45'42.12"E	3552
6	Mogale City	Plot 79 Rietvlei Informal Settlement	Portion 79 of Rietvlei 180 IQ (ward23)	26°2'50.46"S	27°50'50.57"E	93
7	Mogale City	Plot 4 Rietfontein Informal Settlement	Portion 4, 83 & 90 OF Rietfontein 189 IQ (ward 23)	26°1'4.8"S	27°52'36.6"E	1680
8	Emfuleni	Bophelong (Chris Hani)	R/550 & 27/550 Bophelong	26°41'21.16"S	27°46'39.62"E	865
9	Emfuleni	Tshepiso North Ext 3	Erf 6626 Tshepiso Ext 3	26°39'35.0"S	27°52'35.1"E	735
10	Emfuleni	France Informal Settlement	PORTION 120 VANDERBIJL PARK 550 IQ	26°40'00.4"S	27°50'23.9"E	66

11	Rand West	Crusher Informal Settlement	Ptn 43 of the farm Elandsfontein No 249-IQ	26°07'48.5"S	27°35'33.4"E	168
12	Rand West	Siyahlala/Badirele Informal Settlement	Ptn 18,81,82,& 83 of the farm Brandvlei No 261-IQ	26°08'26.39"S	27°35'00.80"E	660
13	Westonoria	Thusanang Informal Settlement	Part of portion 67 and 68 of Modderfontein No 345-IQ	26°24'45.88"S	27°42'02.35"E	744
14	Midvaal	Boitumelo Informal Settlement	Remaining Extent of Portion 3 of the Farm Witkop 180-IR	26°27'46.01"S	28°5'34.78"E	196
15	Midvaal	Sicelo Shiceka Ext. 5 Informal Settlement	Erf 41 Meyerton Farms AH & Erf 184 Meyerton Farms AH	26°32'27"S	28°00'23.24"E	1667
16	Emfuleni	New Village Informal Settlement	ptn 74 Sebokeng 574 IQ, Erf 1 & 2 Unit 10 Sebokeng ext 4	26°33'25.98"S	27°50'48.78"E	142
17	Emfuleni	PML Westside park	PML Westside park	-33.1709	18.1492	377
18	Mogale City	Soul City Ext 1, 2, 3 Informal Settlement	Portion 3 of Witpootjie 245 IQ (ward 16)	26°08'15"S	27°47'53"E	2310
19	Mogale City	Buya Africa Informal Settlement	Portion 81 & 82 of Vaalbank 512 JQ, Magaliesburg (ward 32)	25°99'64.03"S	27°51'13.95"E	79
20	Mogale City	Oriental Hills Informal Settlement	Portion 3 of Delarey 164 IQ, Tarlton (ward 30)	26°01'56"S	27°36'18"E	949
21	Mogale City	Smokedown Informal Settlement	Portions 147, 149 & 151 of Vlakplaats 160 IQ, Tarlton (ward 30)	26°04'03.92"S	27°37'25.40"E	1451
22	Mogale City	Weltevreden (Dizozong) Festive	Portion 52, portion of portion 12 of Weltevreden 517 JQ, Hekpoort (ward 32)	25°56'58.18"S	27°40'16.97"E	47
23	Mogale City	Portion 26 Kromdraai 520 JQ	Portion 26 Kromdraai 520 JQ, Cradle of Humankind World Heritage Site (ward 32)	26°00'30 S	27°45'29E	347
24	Mogale City	Tswelopele)	Portion 37 & 38 of Doornkloof 393 JQ (ward 30)	25°55'49.96"S	27°30'14.79"E	90
25	Mogale City	Rietfontein Plot 615 & 616 (ABSA)	Portions 615 & 617 of Rietfontein 189 IQ (ward 23)	26°00'34"S	27°52'22"E	412
26	Mogale City	Steenkopies	Portion 64, Steenekoppies 153 IQ (Makhulugama)	26° 1'17.22"S	27°35'29.25"E	26
27	Emfuleni	Sebokeng Unit 20	Farm Portion 7 of 138 LELIEFONTEIN	26°35'55.4"S	27°49'10.9"E	63

28	Emfuleni	Cape Gate	Ptn 3 Vyffontein 592 IQ	26°39'40.8"S	27°51'56.8"E	209
29	Emfuleni	Sonderwater	Sonderwater Phase 1&2	26°32'41.28"S	27°48'58.00"E	369
30	Emfuleni	Boiketlong (Quaggasfontein)	Ptn 2, 5 & 7 Quaggafontein	26°35'38.91"S	27°51'9.04"E	4438
31	Emfuleni	Sonderwater under pylons	Sonderwater (Under Pylons)	26°32'57.9"S	27°49'06.9"E	779
32	Mogale City	Portion 6/311 Vlakplaas	Portion 6/311 Vlakplaas	26°05'36"S	27° 40' 35"E	1649
33	Emfuleni	Sharpeville (Lybia)	Erf 9229 Sharpville	26°41'32.1"S	27°51'59.2"E	344
34	Emfuleni	Polomiet (Tshepiso Phase 3)	Erf 2604&2632 Tshepiso Ext 1	25°40'09.9"S	28°51'51.8"E	634
35	Emfuleni	Soul City	Erven 3792, 3388,3389,3391&3392 Tshepiso Ext 1	26°40'17.7"S	27°52'53.2"E	180
36	Emfuleni	Bophelong (Stallin)	PORTION 9 VANDERBIJL PARK 550 IQ	26°41'26.96"S	27°48'11.45"E	88
37	Merafong	Kokosi Ext 99	Kokosi Ext 99	26°30'49.6"S	27°27'50.7"E	1070
38	Westonoria	Bekkerrsdal	Part of Ptn 43 of the farm Gemspost No 288 IQ	26°16'59.8"S	27°42'17.2"E	13612
39	Rand West	Zenzele	Part of Ptn 4 of the farm Middelvie No 255-IQ	26°15'25.14"S	27°41'45.15"E	2586
40	Randfontein	Baipei	Holding 17 Elands A.H.	26°10'08.19"S	27°38'39.27"E	329
41	Randfontein	Bundu Inn	Ptn 32 Middlevie 255 IQ	26°12'28.89"S	27°41'24.71"E	342
42	Randfontein	Master	Ptn 74 Elandsvele 249 IQ	27.651373	-26.148281	237
43	Midvaal	Kromdraai	Portion 13 of the Farm Alewynspoort 145-IR	26°20'49.762"S	28°02'34.069"E	77
44	Midvaal	Kwa Brown	Portion 21 of the Farm Zwartkopjes 143-IR	26°22'17.19"S	28°03'41.43"E	128
45	Midvaal	Mamello	Portion 3 of the Farm Vaalview 486-IR	26°52'20.43"S	28°15'12.19"E	751
46	Midvaal	Piel's Farm	Remaining Extent of Portion 6 of the Farm Waterval 150-IR	26°26'33.20"S	28°04'01.19"E	416
47	Midvaal	Put Put (Khayelitsha)	Remaining Extent of Portion 6 of the Farm Waterval 150-IR	26°25'34.93"S	28°05'34.51"E	478
48	Mogale City	Shisa-mpama	Portion 81 of Rietfontein 189 IQ, Muldersdrift (ward 23)	26°00'32.58"S	27°52'41.39"E	235
49	Mogale City	Seroba	Portion 6 of Vlakplaas 160 IQ (ward 30)	26° 4'43.23"S	27°39'3.90"E	522
50	Emfuleni	Boitumelo Informal Settlement	Boitumelo Informal Settlement	26°34'5.22"S	27°49'15.17"E	1797
51	Emfuleni	Rust-ter-vaal	Rust-ter-vaal	26°69'23.09"S	27°22'18.19"E	2790
52	Merafong	New Mandela	New Mandela	26°19'3.92"S	27°19'43.68"E	1001

53	Merafong	Cross roads	Cross roads	26°19'32.0"S	27°18'49"E	1392
54	Merafong	Joe Slovo	Joe Slovo	26°20'21.08"S	27°17'58.28"E	560
55	Merafong	Dairy	Dairy	26°19'41.10"S	27°23'20.05"E	99
56	Merafong	Chaiwelo	Chaiwelo	26°18'55.39"S	27°19'13.63"E	843

6. TEST SITE INFORMATION

For the GPF to conduct a fair assessment of the proposed alternative solutions, Respondents will be given details of a test site to base their proposals on. It is the Respondent's responsibility to conduct own due diligence, at own cost, of the test site.

The coordinate to the site are:

26°16'59.8"S	27°42'17.2"E
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During the last assessment conducted in December 2020, the number of structures counted at this informal settlement, including both the formal and informal sides was 13612

7. RESPONSES

The respondents to the EOI must note the following:

- Have the presence in South Africa, international solutions are encouraged to submit but must accept that they will only be considered in the absence of suitable and competitive South African solutions.
- Comply with Regulation 8(1) of the Preferential Procurement Regulations of 2017, which allows the Department of Trade and Industry, in consultation with the National Treasury:
 - to designate a sector, sub-sector or industry or product in accordance with national development and industrial policies for local production and content, and
 - to stipulate a minimum threshold for local production and content (70%)
 - Where a designation has been made, the invitation to tender must state that only those goods that meet the stipulated minimum threshold for local production and content will be considered.
- Display and provide an in-depth understanding and knowledge of the technology solution being proposed.
- Display in-depth knowledge and experience of the sanitation sector and the experiences in informal settlements
- Provide/demonstrate an expression of intent of potential funder/s or guarantees.
- The proposal must be a single legal entity with all other necessary expertise secured via subcontract, a joint venture arrangement established for the project.
- This EOI will lead to an RFP for which GPF may enter into a contract with one or more entities for the proposed solutions.
- Respondents must submit a CSD report with their submission.
- Valid tax clearance certificates dated within one month of the closing date of this EOI must be submitted by all South African firms submitting bids as part of a consortium or joint venture of SPV.
- All bidders must become familiar with local conditions, laws, by-laws, all required approvals and take them into account in preparing their proposals and ensure compliance should the solution be considered for application
- Bidders are required to indicate the high-level cost implications of the proposed solutions, inclusive of capital and operation expenditure
- Proposals must be submitted in South African Rands, on a fixed price basis inclusive of VAT.
- The GPF is not bound to accept any of the proposals submitted and reserves the right to call for RFP's and/or final offers from short-listed companies from the EOI process.

- Entities submitting proposals may ask for clarification on this EOI up to close of business 48 hours before the deadline for the submission of proposals.
- No late submissions will be accepted.

8. ENQUIRIES

- All enquiries must be directed in writing to:
- Nokuthula Mqwashi for **Supply Chain Management Enquiries**
E-mail: florencem@gpf.org.za

Or

- Sindiso Dandala for **Technical Enquiries**
E-mail: sindisod@gpf.org.za
- The bid number should be mentioned in all correspondence. Responses to all enquiries will be shared with all bidders.
- **Telephonic requests for clarification will not be accepted.**

ANNEXURES

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

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

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

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. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be

indicated in paragraph 3 below.

¹"State" means –

- (a) 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 199
- any municipality or municipal entity;
- (b) provincial legislature;
- (c) national Assembly or the national Council of provinces; or
- (d) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member:

.....
Name of state institution at which you or the person connected to the bidder is employed :
..... Position occupied in the state institution:
.....

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

document?

2.7.2.1 If yes, did you attached proof of such authority to the bid YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? 2.9.1If so, furnish particulars.

YES / NO

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1If so, furnish particulars.

.....

.....

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1If so, furnish particulars:

.....

.....

.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

<p>80/20</p> $P_s = 80 \left(1 - \frac{(P_t - P_{\min})}{P_{\min}} \right)$	or	<p>90/10</p> $P_s = 90 \left(1 - \frac{(P_t - P_{\min})}{P_{\min}} \right)$
---	----	---

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph

4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)
YES | NO |
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1.
2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.1.1	If so, furnish particulars:		
4.2	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 <input type="checkbox"/>	No <input type="checkbox"/>
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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder

Js365b

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid

made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity,

specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

SBD 9

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

.....

Date

.....

Position Name of Bidder

.....

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. 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 any thing 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 supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

- 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 or another form acceptable to the purchaser; or
 - (b) a cashier's 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 in SCC.
- 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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 in SCC, 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 are 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 in SCC.

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 in SCC 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 in SCC, 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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 in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful 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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	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 (or bid rigging).
	34.2	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 the Competition Act No. 89 of 1998.

- 34.3 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.