

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 003/23

CLOSING DATE: 31 AUGUST 2023

CLOSING TIME: 10:30 AM

DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF POTABLE WATER ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY SIX (36) MONTHS

BRIEFING SESSION	COMPLUSARY: YES
BRIEFING DETAILS	DATE AND TIME: 03 AUGUST 2023 AT 11:00 AM ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 VENUE : AUDITORIUM TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED
TENDER SUBMISSION DETAILS	BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 PLEASE ALLOW SUFFICIENT TIME TO ACCESS THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME. TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM

BIDDER INFORMATION

BIDDER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		MAAA NO.	
NUMBER OF DOCUMENTS SUBMITTED		NUMBER OF SOFT COPIES SUBMITTED (USB)		

EMPLOYER INFORMATION

DEPARTMENT	OPERATIONS	DEPARTMENT	SCM
CONTACT PERSON	KHOMOTSO MODUNGWA	CONTACT PERSON	NTHABISENG MORE
TELEPHONE NUMBER	011 983 5553	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	khomotso.modungwa@jwater.co.za	E-MAIL ADDRESS	nthabiseng.more@jwater.co.za

NOTE: DOCUMENTS MAY BE DOWNLOADED FROM THE JOHANNESBURG WATER WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

WITHOUT LIMITATION, JOHANNESBURG WATER TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOHANNESBURG WATER. JOHANNESBURG WATER LIKEWISE TAKES NO RESPONSIBILITY FOR TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN BY JOHANNESBURG WATER AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE TENDER BOX BEFORE TENDER CLOSURE.

THE TENDERER IS ENCOURAGED TO SIGN THE TENDER SUBMISSION REGISTER WHEN SUBMITTING THEIR TENDERS.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT (ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB)

Any documents required that are not submitted in the tender box at the deadline will be considered late.

The tenderer accepts that Johannesburg Water will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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CONTENTS OF INVITATION

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TENDER NOTICE AND INVITATION TO TENDER

1. TENDER NOTICE AND INVITATION TO TENDER

Johannesburg Water (SOC) Ltd invites the tenderer for the following:

CONTRACT NO. JW OPS 003/23 APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF POTABLE WATER ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The tender document will be available in the form of a download from the Johannesburg Water website ([www.johannesburgwater.co.za /supply chain/tenders](http://www.johannesburgwater.co.za /supply_chain/tenders)) starting from 21 JULY 2023.

The Employer is Johannesburg Water

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 31 August 2023.

Address is as follows:

TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001

Johannesburg Water (SOC) Ltd is not obliged to accept the lowest or any tender and Johannesburg Water reserves to appoint:

- a) in whole or in part.
- b) to more than one tenderer.
- c) to the highest points scoring bidder.
- d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- f) not to consider any bid with justifiable reasons.

A valid and binding contract with the successful tender/s will be concluded once Johannesburg Water has awarded the contract.

CHECKLIST OF DOCUMENTS THAT WILL FORM PART OF CONTRACT

2. DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury’s CSD registration as well as SARS tax compliance requirements for contract award. The below will form part of the tender document, the tenderers are therefore encouraged to submit the returnable and or required documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column document required to claim points for Specific Goals. Tenderers are encouraged to ensure that their Tax status remains Tax Compliant on CSD throughout the process to avoid delaying the process or being eliminated at award stage.

All documentation listed in the Checklist below shall form part of the Contract.

Table 1

No	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	Tender Cover:				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	COIDA Registration Number			•	
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	Mandatory Requirement or Documents				
	Proof of Certificate of Registration in Respect of Motor Vehicle (National Road Traffic Act)	•			
	Valid LCO Certificate or Operator Card (National Road Traffic Act).	•			
	Signed Pricing Schedule and completed rates for items offered.	•			
	Valid Insurance per item offered	•			
	Attendance of Compulsory Briefing	•			
3.	Administrative Documentation:				
	Certificate of Authority or Board Resolution granting authority to sign.	•	•		
	Signed Acknowledgement of Tender Conditions	•			

CHECKLIST OF DOCUMENTS THAT WILL FORM PART OF CONTRACT

MBD 1 - Invitation to Bid – Completed and Signed	•	•		
MBD 3.1 - Pricing Schedule – Firm Prices (Purchases) Completed and Signed	•			
MBD 4 - Declaration of interest – Completed and Signed	•	•		
MBD 5 - Declaration for procurement above R10 Million (all applicable taxes included) Completed and Signed	•	•		
MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points. Completed and signed.	•	•		
MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR	•	•		

CHECKLIST OF DOCUMENTS THAT WILL FORM PART OF CONTRACT

	Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.				
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•			
	Occupational Health and Safety Declaration Form	•			
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 – Reference Letter	•			
5.	Specific Goals:				
	Documentary Evidence Required for Businesses located within the boundaries of the COJ <ul style="list-style-type: none"> • Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address. Businesses located in the Gauteng Province <ul style="list-style-type: none"> • Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address. An EME owned by 51% or more - Black People <ul style="list-style-type: none"> • Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath. 	•			
6.	Scope of Work				
	Scope of Work and or Specifications	•			

CHECKLIST OF DOCUMENTS THAT WILL FORM PART OF CONTRACT

7.	Pricing Schedule:				
	Pricing Schedule completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
8.	Terms and Conditions:				
	General Conditions of Contract	•			
	Special Conditions of Contract	•			
9.	Other Documents				
	Letter of Award			•	
	Public Liability Insurance and/or All Risk Insurance			•	
	Compensation for Occupation Injuries and Diseases Act (COIDA)			•	
	3-year financial statements (audited where applicable)	•	•		
	Draft Subcontracting agreement if applicable	•			
	Letter of Intent to Hire or Agreement between Tenderer and Owner of Equipment (if applicable)	•			
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable)			•	
	Volume 2-Occupational Health, Safety & Environmental Specification			•	
	A valid medical certificate (Operator must be fit for duty)			•	
	A valid driver's licence with professional driving permit PrDP (Minimum Code C1 License or higher)			•	
	Documentation indicating experience of a minimum of 6 months as a driver.			•	
	Bank Details Form			•	

Tenderers will be notified of such missing and incomplete documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other documents that require completion and signatures that do not have a bearing on functionality, price and preference points for specific goals.

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.

CERTIFICATE OF AUTHORITY

CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board taken on, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with tender JW..... and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

CERTIFICATE OF AUTHORITY

(II) Certificate For Close Corporation

We, the undersigned, being the key members in the business trading as
 hereby authorize Mr/Ms , acting in the capacity of
, to sign all documents in connection with the
 tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

CERTIFICATE OF AUTHORITY

(III) Certificate For Partnership

We, the undersigned, being the key partners in the business trading as, , hereby authorize Mr/Ms , acting in the capacity of , to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

CERTIFICATE OF AUTHORITY

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms , authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.



CERTIFICATE OF AUTHORITY

(V) Certificate For Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business trading asand the person authorised hereunder is duly authorized to sign all documents related to tender JW..... and contract resulting therefrom.

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

ACKNOWLEDGEMENT OF BID CONDITION

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;
 - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water (SOC) Ltd and I/we will then pay to Johannesburg Water (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water (SOC) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water (SOC) Ltd may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (e-mail), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

ACKNOWLEDGEMENT OF BID CONDITION

Details of my / our offer are / are as follows:

1. We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as specified.
2. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
3. We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.
4. Should my/our tender be successful, it be understood that a contract will come into existence for The duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

INSTRUCTIONS TO BIDDERS

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Johannesburg Water (SOC) Ltd and deposited in the BID BOX situated at the entrance: Turbine Hall, 65 Ntemi Piliso Street, Newtown, Johannesburg.

It is the responsibility of the bidder to ensure that their/his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of 10:30am on the closing date.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box. Documents should under no circumstances be handed to an employee of Johannesburg Water as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Johannesburg Water offices in Turbine Hall and deposit their bid document in the Johannesburg Water tender box situated at reception before tender closing time. Tenderers are to note that the Johannesburg Water offices are open during 06:00am and 18:00pm seven (7) days a week.

IMPORTANT CONDITIONS

1. Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the e-tender portal.
2. Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
3. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
4. Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.

ACKNOWLEDGEMENT OF BID CONDITION

5. All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown. Bidders are required to submit soft copy tender documents in a form of USB.
6. Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein and should be bound in such a way that pages will not go missing.
7. Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Tender documents received contrary to this requirement will be disqualified.
8. It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
9. Tenderers will be notified of such missing and incomplete documents and will be offered a period of three (3) days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other documents that require completion and signatures that do not have a bearing on functionality, specific goals and price. Bidders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document.
10. Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.
11. Tenderer's authorized signatory to sign or initial next to the price alteration.
12. The evaluation on price alteration will be conducted as follows:
 - 12.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
 - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified
 - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
 - 12.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
 - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
 - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
 - 12.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
 - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.

ACKNOWLEDGEMENT OF BID CONDITION

13. The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
14. The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.
15. Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.
16. Johannesburg Water reserves the right to enter into mandated negotiations to achieve cost effectiveness with any one or more selected tenderers in accordance with Johannesburg Water's approved SCM procurement policy.
17. Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
 - a) reasonableness of the financial offer
 - b) reasonableness of unit rates and prices
 - c) the tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by JW in determining whether to accept the bid offer or to reject the bid offer.

18. JW Reservations:
JW reserves the right to award contracts and tenders at its discretion on the basis of the following
 - a) in whole or in part.
 - b) to more than one tenderer.
 - c) to the highest points scoring bidder.
 - d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
 - e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
 - f) not to consider any bid with justifiable reasons.

SIGNATURE(S) OF AUTHORIZED PERSON

DATE:.....

Name of bidder.....

Name of authorized person (in block letters)

MBD1 PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	JW OPS 003/23		CLOSING DATE: 31 AUGUST 2023		CLOSING TIME:		10:30
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF POTABLE WATER ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY SIX (36) MONTHS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
TURBINE HALL							
65 NTEMI PILISO STREET							
NEWTOWN							
JOHANNESBURG							
TECHNICAL ENQUIRIES MAY BE DIRECTED TO:				BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			
CONTACT PERSON	Khomotso Modungwa			CONTACT PERSON	NTHABISENG MORE		
TELEPHONE NUMBER	011 983 5553			TELEPHONE NUMBER	011 688 1512		
E-MAIL ADDRESS	khomotso.modungwa@jwater.co.za			E-MAIL ADDRESS	nthabiseng.more@jwater.co.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 CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		
PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO							

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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 BELOW.

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS 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:

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

Name of Bidder..... Bid Number: **JW OPS 003/23**

Closing Time: **10:30 am**

Closing Date: **31 AUGUST 2023**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

-
- Required by: Johannesburg Water
 - AT Various Johannesburg Water Sites

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.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars.

.....

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) 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.

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

3.9.1 If yes, furnish particulars.....

.....

3.10 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**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 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**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

**In the event the Annual Financial Statements submitted with this tender reflect that the tenderer is not required by law to have such statement audited, Johannesburg Water reserves the discretion to interpret your selection of "Yes" as a "No" and analyse it accordingly.*

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. YES / NO

.....

.....

2. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -

i. for the past three years , or

ii. since their establishment if established during the past three years

3. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? YES / NO

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

- 3.2 If yes, provide particulars.

.....

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

4.1 If yes, furnish particulars

.....
.....

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

YES / NO

5.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

- a) The 90/10 will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

- a) Price; and
- b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 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.

1.6 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.

2. DEFINITIONS

- a) **“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;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“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
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 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:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: The 90/10 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points claimed (90/10 system)
Businesses located within the boundaries of the COJ	6	
Businesses located in the Gauteng Province	2	
An EME owned by 51% or more - Black People	2	
Total	10	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 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]

5.4 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:

- 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) 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 –
 - (a) disqualify the person from the tendering 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 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
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
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?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM 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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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 Municipality / Municipal Entity)

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

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.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



PROOF OF GOODSTANDING WITH MUNICIPALITY ACCOUNTS

The tenderer is to affix to this page:

- Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached.
- Signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts

Note:

1. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Note 1 will be applicable.
6. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Note 1 will be applicable.

RECORD OF ADDENDA

RECORD OF ADDENDA

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can also be viewed on the following website: www.johannesburgwater.co.za/supply supply chain/tenders.

Note: Tenderers are to check the JW website at least seven (7) days before the tender closing date and time for any communication in regard to the tender.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

SIGNATURE(S) OF AUTHORIZED PERSON:

.....

NAME AND SURNAME

.....

Name of bidder



a world class African city



SCOPE OF WORK

The Contractor(s) will be required to provide adequate water tankers, with suitably licensed drivers to transport and deliver potable water into holding tanks in the informal areas identified by Johannesburg Water (JW) within the jurisdiction of the City of Johannesburg.

As and when required, the service provider will also be required to provide additional water tankers for ad-hoc/emergency usage within a period of 24 hours in areas where there is no supply due to emergency shutdowns or where repair work is being conducted.

Note: It must be noted that when the water tankers are used for ad-hoc/emergency, no water will be dispatched into holding tanks. The water tankers deployed on site will be required to remain on site as specified by JW representative. The trucks will be required to travel around the streets of the affected areas for water to be sourced from them by the residents.

The service provider must ensure that the water tanker is readily available for emergency or no water situations to comply with the requirement as stipulated

An assistant must be provided to assist the operator in cleaning, re-fuelling, and maintaining the water tanker. The assistant must be from the respective local region or within the City of Johannesburg municipality.

Water tankers will be required to work predominantly in informal settlements, and it is the responsibility of the service provider to familiarize himself/herself with the environment at these locations.

The service provider shall provide a written undertaking to the Regional Manager that water tankers used in the contract shall be used specifically for the transport of potable water and not for any other purpose. The service will be required to install the tracking device on their equipment.

The Regional Manager or any other delegated JW representative will provide the location and number of holding tanks as required.

Any water tanker that has developed a leak on the body of the tank will be decommissioned if the leak is not repaired within 2 hours, another water tanker must be provided.

All plant must have sufficient fuel to operate during each full working day. Fuel will not be provided to the Contractor by Johannesburg Water.

DESCRIPTION OF PLANT

Water tankers supplied by the service provider must be self-propelled, have a capacity of not less than 10.0 KL or greater than 18.0 KL of water, and must be approximately 4 meters high to the inlet.

The service provider is required to supply mobile water tankers that are self-propelled with galvanized tanks.

The discharge valve must be positioned at the lowest point of the tanker to ensure that the tanker is completely drainable.

SCOPE OF WORK

WATER QUALITY

The quality of the water distributed should not deteriorate through the contractors handling, i.e., the service provider must ensure cleanliness at all times.

The discharge valve must be positioned at the lowest point of the tanker to ensure that the tanker is completely drainable.

Random sampling of water in tankers will be carried by JW (at Cydna Laboratories).

Water tankers used in this contract shall be flushed and sterilized by the service provider at least once a month. Furthermore, the service provider will be required to submit the quality test certificate that is in compliance with water quality limits subsequent to the cleaning of the water tankers. A programme for the cleaning of tanks shall be submitted to the Regional Manager at the commencement of the contract.

The transfer hosing system shall always be kept clean and shall be free from contamination at all times.

Should it be found that the water transported is of a quality that is deemed unacceptable, then such water tanker will be decommissioned, and penalties will be applicable until a suitable replacement is found.

Any damages caused by the use of water that was contaminated during transit will be totally for the contractors' attention and cost.

The tankers are also expected to be cosmetically appealing and should be cleaned at least once a week.

PERMITS AND COMPLIANCE WITH REGULATIONS AND BY-LAWS

JW, at no expense to the Contractor, shall apply for and obtain any permits, licenses, certificates, permissions or exemptions which may be required for and in connection with the entry and use of the plant on the site.

All items of plant utilized in terms of the contract must conform to the requirements of the Road Traffic Act. No 93 of 1996 and Regulations as amended, where applicable.

All abnormal load permits must be obtained and kept up to date by the Contractor.

The service provider shall at all times during the contract, at his own expense ensure that all plant, operators and attendants used for the purposes of the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act No 85 of 1993, and the Regulations applicable thereto.

SCOPE OF WORK

The service provider shall at his own expense provide adequate protective clothing for his staff and protection to machinery, as he, the Regional Manager or the Inspector of Machinery may deem necessary at any stage of the contract.

EMPLOYMENT OF PERSONNEL

The service provider must ensure that all persons employed by him in the execution of this contract are lawfully employed.

All operators and drivers must be licensed in terms of the Road Traffic Act. No 93 of 1996 and regulations as amended.

The service provider must employ local community personnel as assistants to assist the operator in cleaning, re-fuelling and maintaining the water tanker.

BREAKDOWNS

Breakdowns or delays shall be reported to the Regional Manager or his authorized representative by the service provider's operator by means of 2 (two) way radio or cell phone. The Regional Manager will render assistance in conveying these reports, but the onus of reporting breakdowns or delays to the service provider rests with the service provider's operator.

The service provider is also expected to supply replacement water tankers in the event of breakdowns that cannot be repaired within 24 (twenty-four) hours.

INSPECTION AND IDENTIFICATION OF PLANT

Before the contract is awarded, JW will inspect any or all of the items of plant tendered for purposes of adjudication.

All items of plant accepted on the contract will be inspected by the Regional Manager when delivered to the site for the first time. The plant will be checked to ensure that it complies in all respects with JW's requirements as detailed in the tender documents.

The service provider shall supply JW with a complete list of all his company fleet numbers, for vehicles accepted on the Contract. All work dockets must have the company fleet number of the particular item of plant entered thereon.

Any water tanker found by the Regional Manager to be unsuitable, shall be removed immediately by the service provider. The penalty may be imposed until a suitable replacement is provided.

DRIVERS

The service provider's drivers must carry out faithfully, efficiently and with due diligence all operations according to the instructions of the Regional Manager.

SCOPE OF WORK

Only licensed drivers with PrDP may be employed and upon the written request of the Regional Manager, any operator found to be unsuitable must be replaced immediately. A valid driver driving permit/s, valid PrDP and a valid medical test certificate/s must be submitted within 21 days of award.

The service provider's drivers will be assigned a locality in which they will be required to deliver water to the community. Every effort in supporting safety must be exercised as many of the roads are narrow, uneven and generally in a very poor state.

Without first obtaining the written consent of the service provider; the Regional Manager shall not permit or allow any person other than the operator or mechanic to operate the water tanker. In the event of an emergency arising, the Regional Manager may permit the operation of the plant with another skilled operator and shall notify the service provider at the first opportunity thereafter.

Vehicles utilized shall at all times be in a roadworthy condition and any vehicle found to be in an unsuitable condition by the Regional Manager shall be removed from service and replaced within 24 hours failing which penalties as described above will become applicable.

WORKING HOURS

Plant will be required to work on an "as and when" required basis. The normal working hours will be as follows: Mondays to Sundays and Public Holidays 07h30 to 16h00 and overtime hours will be those that are extended beyond the stipulated hours when water is required to be delivered in the informal areas. The rates to be used for payments in the instance of delivering water in informal settlements will be rates per kilolitre for normal time during the hours stipulated as normal working hours and overtime for hours that extends beyond the stipulated ones.

Notwithstanding the hours of work the intention of this contract is to provide a continuity of service to the community and it is envisaged that the service provider appointed will negotiate into a service agreement with the relevant Manager for the region to be serviced. i.e., agree to specific hours of work per day.

MAINTENANCE OF PLANT

The Regional Manager or his duly authorized representative shall at all times be entitled to have access to inspect the plant within JW site.

Unless prior approval of the Regional Manager has been obtained, plant must be serviced by the service provider outside working hours.

Maintenance is the responsibility of the Service Provider and must be done at their workshops or alternative suitable workshop.

The Contractor is responsible to arrange their preferred suitable place of storage at his cost for the plant after hours.

SCOPE OF WORK

EXCHANGE OF ITEMS OF PLANT

The service provider once awarded shall be for the transport and supply of potable water as described in the tender documents and it is expected that water will be supplied on site when called for. Where for reasons beyond the control of the service provider, he is not able to supply the particular machine under contract, he may with the permission of the Regional Manager substitute another machine, but this alternative machine, in the opinion of the Regional Manager must be in no way whatsoever inferior to the actual machine under contract.

If the service provider is unable to provide the quantity of tankers initially requested, the next tenderer will be called upon to provide the shortfall, so as to provide uninterrupted service to the communities being serviced. These initial quantities supplied by the respective contractors will remain consistent throughout the duration of the contract, unless otherwise decided by the Regional Manager.

DOCUMENTATION REQUIRED POST AWARD

The following documents will be required post award and also will be requested randomly “as and when” required by the respective JW representative for inspection if compliance is still adhered to for the duration of the contract:

Documents for Key Personnel (Required after award)

- A valid medical certificate (Operator must be fit for duty)
 - A valid driver's licence with professional driving permit PrDP (Minimum Code C1 License or higher)
- Documentation indicating experience of a minimum of 6 months as a driver.

The Contractor will be required to fill in time sheets for each and every truck on site on that day. The timesheets are monitored by Johannesburg Water on-site coordinator and the information is submitted to Finance officers for payments.

Once the contract is in place, allocation of trucks with their registration number is captured for each depot and when the inspection is done, reference is made to the trucks that were initially approved and submitted to be on site.

SAFETY

The service provider must ensure that he conforms to all safety regulations, and that the requirements of the Occupational Health and Safety Act No 85 of 1993 are met at all times.

SCOPE OF WORK

ESTIMATED QUANTITIES

It must be noted that these are estimated quantities and may increase or decrease. JW takes no responsibility or liability for the estimated volumes.

Estimated Quantities in KL			
Description	Capacity (10kl to 14kl)	Capacity (16kl to 18kl)	Total Quantities
Estimated quantities in KL over the duration of contract	550 600	1 600 000	2 150 600

Emergencies are estimated to be 10% of total estimated quantities and are included in the above.

Northern Region:

Areas	Capacity (10kl to 14kl)	Capacity (16kl to 18kl)	Total
Hamburg	3	0	3
Randburg	14	0	14
Midrand	4	4	8
Sandton/Malboro	5	0	5
Total	26	4	30

Southern Region:

Areas	Capacity (10kl to 14kl)	Capacity (16kl to 18kl)	Total
Soweto	2	10	12
Ennerdale	0	25	25
JHB Central-Langlaagte	3	0	3
Total	5	35	40

Note: It must be noted that the required number of water tankers stated above are estimates. The service provider shall be bound to supply whatever quantities of the water tankers that JW will require on an "as and when" required basis during the period of the contract, irrespective of the extent by which the total varies from those stated estimations. Note must be taken that the requirements may or may not exceed the stated amount. Please refer to the award strategy.

SCOPE OF WORK

LOCATION AND DELIVERY:

The water tankers supplied shall not be restricted to the informal settlements only but to all the areas operated by Johannesburg Water

- Midrand
- Ennerdale -Deep south
- Soweto
- Sandton/ Marlboro
- Randburg
- JHB Central- Langlaagte
- Hamburg

STATUTORY, REGULATORY AND OHSA REQUIREMENTS

The Service provider shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder.

The tenderers attention is drawn towards the Occupational Health and Safety Declaration form (Annexure A) – Acknowledgement of SHE Specification & Annexures which must be fully completed and submitted with the tender document.

Upon award, the successful service provider(s) will be inducted by the company's OHS department on the requirements that will be applicable for the duration of the contract in terms of all occupational health and safety.

For the duration of the contract, monthly site inspections will be conducted by the assigned OHS representative of JW where the appointed service provider(s) will be inspected for compliance in line with the health and safety requirements as set out on the **Volume 2- Occupational Health, Safety & Environmental Specification** of the tender document and any other requirements as expected.

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA). under the Preferential Procurement Policy Framework Act, 2000, relevant Supply Chain Management Policy of Johannesburg Water (JW) and applicable Regulations.

Summary of Evaluation Stages:

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process. A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.	These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorised representative must fully complete and sign and provide administrative documents such as director's and company's municipal statement or valid lease agreements which must be valid and submitted before tender award. Should the MBD, Certificate of Authority and other administrative documents that do not have a bearing on price, not be submitted or be incomplete, the tenderer will be given three (3) days to submit or adhere to the requirement after receiving a request in writing from JW, should	Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.	The tender will be evaluated on the 90/10 preference points system according to the award strategy. The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted. Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing.

EVALUATION

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
	the tenderer not comply with requirement, the tenderer will be disqualified, and will not be considered for award.		

1. Stage 1: Mandatory Evaluation Criteria:

Mandatory Requirement

These are the definitely non-negotiable criteria that must be part of the bid and submitted before tender closing date and time or complied with.

NO.	MANDATORY CRITERIA	YES
1	Mandatory Tender Briefing Meeting	Yes
2	<p>Documentation for equipment offered:</p> <ul style="list-style-type: none"> • Proof of Certificate of Registration (RC1) in Respect of Motor Vehicle (National Road Traffic Act); and • Valid LCO Certificate or Operator Card (National Road Traffic Act). • Valid Insurance per item offered <p>NOTE 1: The proof of certificate of registration in respect of motor vehicle and license disc or roadworthy certificates or operator card must be in the name of the tenderer or name of the company that the tenderer will be leasing the water tankers from.</p> <p>NOTE 2: In the event that the tenderer's water tanker offered will be hired, the tenderer must provide proof of a letter of intent to hire the tankers offered which are not owned by the tenderer, as well as the required documents as stipulated above. The letter of intent must commit that the equipment will be made available within 21 days of date of appointment.</p>	Yes
3	Signed Pricing Schedule and completed rates for items offered.	Yes

Note: LCO = Motor Vehicle Licence, License Disc, Roadworthy Certificate and Operator Card

NB: Bidders that fail to comply with the above mandatory requirement will not be evaluated further.

2. Stage 2: Administrative Evaluation Criteria:

NO.	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT
1.	Certificate of Authority	Certificate of Authority or Board Resolution granting authority to sign.	Completed and signed certificate of authority to sign or signed board resolution
2.	MBD 1	Invitation to Bid Form	Complete and submit complete and signed MBD 1 Form.
3.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.
4.	MBD 3.1	Pricing Schedule – Firm Prices (Purchases)	Complete and submit complete and signed MBD 3.1 Form.
5.	MBD 4	Declaration of Interest	Complete and submit complete and signed MBD 4 Form.
6.	MBD 5	Declaration of Procurement Above R10m (All Applicable Taxes Included)	Complete and submit complete and signed MBD 5 Form.
7.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and submit complete and signed MBD 6.1 Form.
8.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and submit complete and signed MBD 8 Form.
9.	MBD 9.	Certificate of Independent Bid Determination	Complete and submit complete and signed MBD 9 Form.
10.	Annexure – Proof of Specific Goals	Refer to documents listed in 5.4 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
11.	Annexure	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local	Submit applicable documentation with the tender submission

EVALUATION

		municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document	
12.	Annexure	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document.	Submit applicable documentation with the tender submission
13.	Annexure	Refer to documents listed in 5.4 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
12.	Annexure	Joint Venture Agreement, Consortium or equivalent signed by all parties	Submit applicable documentation with the tender submission

Tenderers will be notified of such missing and incomplete documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other documents that require completion and signatures that do not have a bearing on functionality, price and preference points for specific goals.

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals

3. Stage 3 Functionality Evaluation Criteria:

The total Weighting is 100 and the Minimum Qualifying Score is 70.

The following aspects will be considered during the functional evaluation:

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	WEIGHTING	SCORE
1.	Tenderer's experience with respect to supply/transportation and delivery of potable water using water tankers	<p>The tenderer must provide reference letter(s) as proof that supply/transportation and delivery of potable water with water tankers was carried out successfully.</p> <p>NB: The attached reference template must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements.</p>	<p>Total Years of Experience in the supply/transportation and delivery of potable water</p> <p>Less than 1 year</p> <p>1 year and more but less than 2 years</p> <p>2 years and more, but less than 5 years</p> <p>5 years or more</p>	100	<p></p> <p>0</p> <p>70</p> <p>85</p> <p>100</p>
MINIMUM QUALIFYING SCORE					70
TOTAL					100

4. Stage 5 Price and Preference Points Evaluation:

4.1 Pricing

The following aspects will be considered in the financial offer:

- Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.
- The tender will be evaluated on the 90/10 preference system.

4.2 Award and Allocation Strategy:

AWARD STRATEGY	<p>The intention is to award to the highest preference ranking tenderer per region to one or more tenderers based on Johannesburg Water's capacity requirements.</p> <ul style="list-style-type: none"> Tenderers will only be awarded one region irrespective of being the highest preference-ranking Tenderer in both regions, unless Johannesburg Water cannot award a certain region to other Tenderers in which case, Johannesburg Water can then award more than one category to a Tenderer. <p>Tenderers are therefore requested to rank their preferred region of operation from 1-2. Please refer to Pricing Data. <i>Tenderers will be considered for region number tendered for and ranked.</i></p> <ul style="list-style-type: none"> Allocation to region in cases where the Tenderer is the highest preference-ranking Tenderer will be based on the preferred region provided by the tenderer under-pricing schedule Johannesburg Water reserves the right to award a region to a Tenderer that is not the highest preference-ranking Tenderer if the highest preference-ranking Tenderer has been awarded another region.
ALLOCATION STRATEGY	<p>Allocate all water tankers offered by the Tenderer to the highest preference ranking Tenderer per region. If the tenderer is the highest preferred ranking tenderer for both regions, their preferred choice of region will be used to determine which region they will be allocated. If</p>

	<p>the water tankers offered are not sufficient to meet all Johannesburg Water capacity and technical requirements for that region, the following shall happen:</p> <ul style="list-style-type: none"> • The next highest preference ranking Tenderer's water tankers offered that meet the technical requirements will be allocated the difference, provided they are not the highest preferred tenderer in another region and will be recommended for award. • If Johannesburg Water's capacity requirements are still not met, the next highest ranking preference Tenderer's water tankers offered that meet the technical requirements will be allocated the difference, provided they are not the highest preferred tenderer in another region. The cycle will continue until all capacity requirements per region are met. • To ensure value for money / cost effectiveness, Johannesburg Water will negotiate prices with service providers who are recommended for market related price and reserve the right to standardize the rates of the Tenderers that are awarded for the same region/capacity using Johannesburg Benchmarked rates as a guide to determine cost effectiveness.
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4.3 The maximum preference points for this bid are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, 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.

Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability

Race:

- I. Ownership by black people
- II. Black Designated Group:

Ownership by black people that are unemployed
Ownership by black people who are youth
Ownership by black people living in rural or underdeveloped areas or townships
Ownership by black people with disabilities
Ownership by black people who are military veterans
Cooperative owned by black people

Gender:

- III. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South Africa

Disability:

- IV. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.

Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,

Local Manufacture:

- I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth.

Locality:

- I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operates in. Allocate points as follows:
 - Promotion of enterprises located in the Gauteng Province
 - Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G)
 - Promotion of enterprises located in the City of Johannesburg municipality
 - Promotion of enterprises located rural or underdeveloped areas or townships.

QSE

- I. Promotion of procurement from QSE's that are black owned.

EME:

- I. Promotion of procurement from EME's that are black own.

SUB-CONTRACTING:

Promotion of sub-contracting of businesses owned by a Historically Disadvantaged Individuals (HDI) company.

JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.6 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.

Documentation to be provided:

- JV, Consortium, or equivalent agreement
- Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid

Specific Goals

Table 1

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)
Businesses located within the boundaries of the COJ	6
Businesses located in the Gauteng Province	2
An EME owned by 51% or more - Black People	2
Total	10

4.4 The following verification documents must be submitted with the tender document:

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
Businesses located within the boundaries of the COJ	<ul style="list-style-type: none"> Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.
An EME owned by 51% or more - Black People	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.
Businesses located in the Gauteng Province	<ul style="list-style-type: none"> Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.

4.5 The following are the requirements for the Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practice:

BO = Black Owned

Affidavit Prescribed Formats	Category	Financial Threshold
Generic Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Sector Specific Enterprises		

EVALUATION

	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Construction Sector Code		
	EME Contractor	Less than R3m
	BO EME BEP	Less than R1.8m
Financial Sector Code		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Information Communication Technology Sector Code (ICT)		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Marketing, Advertising & Communication Sector Code (MAC)		
> Public Relations	BO QSE	Between R5m and R10m
> Marketing, Advertising & Communications	BO EME	Less than R5m
Property Sector Code		
> Service-based	BO QSE	Between R5m and R10m
	EME	Less than R5m
> Agency-based	BO QSE	Between R2.5m and R35m
> Asset-based	EME	Less than R2.5m
	BO QSE	Between R80m and R400m
Tourism Sector Code		
	BO QSE	Between R5m and R45m
	BO EME	Less than R5m
Specialised Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m

4.6 Requirements for a valid BBBEE Certificate

- a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- b) Bidders who do NOT qualify as EME's and QSE's as outlined in 5.5, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.

Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. **i.e.**

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.
- (iv) Copy of certified copies will not be accepted.

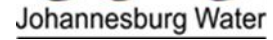
N.B. A tenderer failing to submit proof of specific goals claimed as per 5.2 to 5.6 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.





Northern Region

[illegible]



Northern Region

Note: The following must be completed by the tenderer.



Northern Region

[illegible]

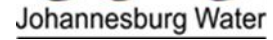
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Northern Region

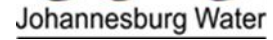
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Note: The following must be completed by the tenderer.



Northern Region

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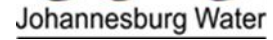
Southern Region

[illegible]

Note: The following must be completed by the tenderer.







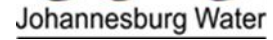
Southern Region

Note: The following must be completed by the tenderer.



Southern Region

Note: The following must be completed by the tenderer.



Southern Region

Note: The following must be completed by the tenderer.

PRICING DATA

1. PRICING INSTRUCTIONS

General Pricing Instructions:

- a) All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended. VAT will be shown separately on the Pricing Schedule/s and included in the total.
- b) All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all unconditional discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- c) A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.
- d) Should the contract be based on firm prices, no adjustment of prices will be made for the duration of the contract.
- e) Should the contract be based on non-firm prices, price adjustment request including supporting documentation must be sent to JW at least 30 days before agreed adjustment interval. The agreed formula in the Pricing Adjustment formula will form the basis of the negotiation.
- f) Unconditional discounts will be taken into account for evaluation purposes but conditional discounts will not be taken into account for evaluation purposes.
- g) Estimated quantities provided in the Scope of Work are purely for evaluation purposes only and does not provide any indication of the required quantities of product/s for the duration of the contract by JW and does not provide any guarantee to the contractor whatsoever in terms of quantities required.
- h) Pricing for any additional work that may arise on the project, outside of the defined Scope of Works, will be as per price in the pricing schedule of additional work, but written approval will still be required before any additional work is carried out by the Service Provider.
- i) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- j) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Acknowledgement of Bid Conditions in regard to arithmetical errors and alterations, and the handling thereof.
- k) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer.
- l) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- m) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- n) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- o) Any changes to the pricing schedule on the issued tender document will result in elimination, the Tenderer can however indicate in the qualifications any alterations that they might want to offer.
- p) For non-firm prices, index/indices that will be applicable for the bid and anniversary dates thereof will be provided in the tender document and must be used by the bidder to calculate their bid to enable JW to compare like for like. The tenderer must apply at least one month

PRICING DATA

before the interval date as stated in the tender document by sending a Request for Pricing adjustment together with all the supporting documentation and source data to the JW representative. The Request for Price adjustment is a request and may be negotiated with the bidder.

- q) Pricing in full for rates-based rates contract, the tenderer must price for year 1, year 2 and year 3.

Alterations

The evaluation on price alteration will be conducted as follows:

Where the tender award strategy is to evaluate and award per item or category, the following must apply:

- (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified
- (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

Where the tender award strategy is to evaluate and award total bid offer, the following must apply:

- (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
- (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
- (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.

Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:

- (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.

PRICING CONDITIONS

- i. All rates quoted for normal services must be per kiloliter
- ii. All tendered price (s) shall include the cost of all services, equipment, fuel, materials, operational assistants, transport, labour, insurances and all other expenses incidental to the operation of the tanker and work to be performed etc. and be the net price after all discounts and settlement discount have been deducted. The net price (s) shall be without any extra or additional charges to JW whatsoever.
- iii. Tenderers are advised that water will be required to be transported and delivered in all areas within the boundaries of the City of Johannesburg. Delegated JW representatives will advise “as and when” required when water is to be dispatched on identified sites.

PRICING DATA

- iv. A firm price offer is applicable for this tender with escalations already factored in for year 2 and year 3.
- v. The service provider will be required to submit their tracking report along with the invoice per month.

NOTE: Failure to adhere to the pricing instructions will lead to your tender being disqualified.

AREA TO BE TENDERED FOR

The Tenderer (Company) must indicate the area which they will be willing to render the services of transporting and delivery of potable water for by indicating the preferred category in terms of ranking from 1-2 below:

Item	Description	Preferred region in terms of ranking 1 or 2
a.	Northern Region	
b.	Southern Region	

PRICING DATA

1. Pricing Schedule (Applicable for all regions)

The Service Provider shall only claim rates / fees payable in terms of the pricing schedule below:

Northern Region

Northern Region Year 1

Item number	Description	Unit of Measure (Rate per)	Normal Time				Overtime				Grand Total (Normal Time + Overtime) Incl. 15% VAT
			Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Incl. VAT		Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Incl. VAT		(R)
1.	10 kl to 14 kl	Kilolitre									
2	16 kl to 18 kl	Kilolitre									
3	Provision of water tankers for emergencies (no water situation)	Hour									
4	Total										

PRICING DATA

Northern Region Year 2

Item number	Description	Unit of Measure (Rate per)	Normal Time				Overtime				Grand Total (Normal Time + Overtime) Incl. 15% VAT
			Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Inc. VAT		Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Inc. VAT		(R)
1.	10 kl to 14 kl	Kilolitre									
2	16 kl to 18 kl	Kilolitre									
3	Provision of water tankers for emergencies (no water situation)	Hour									
4	Total										

PRICING DATA

Northern Region Year 3

Item number	Description	Unit of Measure (Rate per)	Normal Time				Overtime				Grand Total (Normal Time + Overtime) Incl. 15% VAT
			Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Inc. VAT		Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Inc. VAT		(R)
1.	10 kl to 14 kl	Kilolitre									
2	16 kl to 18 kl	Kilolitre									
3	Provision of water tankers for emergencies (no water situation)	Hour									
4	Total										

PRICING DATA

Southern Region

Southern Region Year 1

Item number	Description	Unit of Measure (Rate per)	Normal Time				Overtime				Grand Total (Normal Time + Overtime) Incl. 15% VAT
			Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Inc. VAT		Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Inc. VAT		(R)
1.	10 kl to 14 kl	Kilolitre									
2	16 kl to 18 kl	Kilolitre									
3	Provision of water tankers for emergencies (no water situation)	Hour									
4	Total										

PRICING DATA

Southern Region Year 2

Item number	Description	Unit of Measure (Rate per)	Normal Time				Overtime				Grand Total (Normal Time + Overtime) Incl. 15% VAT
			Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Incl. VAT		Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Incl. VAT		(R)
1.	10 kl to 14 kl	Kilolitre									
2	16 kl to 18 kl	Kilolitre									
3	Provision of water tankers for emergencies (no water situation)	Hour									
4	Total										

PRICING DATA

Southern region Year 3

Item number	Description	Unit of Measure (Rate per)	Normal Time				Overtime				Grand Total (Normal Time + Overtime) Incl. 15% VAT
			Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Incl. VAT		Unit rate (R) Excl. VAT	VAT @ 15%	Unit rate (R) Incl. VAT		(R)
1.	10 kl to 14 kl	Kilolitre									
2	16 kl to 18 kl	Kilolitre									
3	Provision of water tankers for emergencies (no water situation)	Hour									
4	Total										

PRICING DATA

AVAILABILITY OF RESOURCES

Item	Description	Region	Categories	Number of water tankers offered by the tenderer
a.	Midrand	Northern Region	10.0 KL to 14.0 KL	
			16.0 KL to 18.0 KL	
b.	Ennerdale-Deep South	Southern Region	16.0 KL to 18.0 KL	
c.	Soweto	Southern Region	10.0 KL to 14.0 KL	
			16.0 KL to 18.0 KL	
d.	Sandton/ Malboro	Northern Region	10.0 KL to 14.0 KL	
e.	Randburg	Northern Region	10.0 KL to 14.0 KL	
f.	JHB Central-Langlaagte	Southern Region	10.0 KL to 14.0 KL	
g.	Hamburg	Northern Region	10.0 KL to 14.0 KL	

Note 1: It must be noted that the requirements needed for the capacities is not for commitment of water tankers from the Tenderer for the duration of the contract. The numbers are required to serve as an assessment for the Tenderers' available resources and they also serve as an indication for JW to determine which capacities the tenderer will be bidding for and allocated by Johannesburg Water.

Note 2: Assurance must be made that the water tankers offered are in line with the specification as outlined on the Scope of Work: Description of Plant

Note 3: The tenderer is to note that the water tankers offered will have to be made available from the date of appointment or within 21 days.

If the tenderer does not own the water tankers offered, then they will have to get confirmation from where they will be hiring that the water trucks will be made available within twenty-one (21) days from the date of appointment. Confirmation by the owner of the water tankers to this effect must be stipulated on the letter of intend to hire submitted with the tender document.

Note 4: Combined total per region will be used when determining preference points and preference ranking.

PRICING DATA

SIGNATURE(S) OF AUTHORIZED PERSON

NAME OF BIDDER

NAME OF AUTHORIZED PERSON IN BLOCK LETTERS

BID NUMBER:

CONTACTABLE REFERENCE

CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **Appointment of a panel of service providers for Transportation and delivery of potable water**

Name of Tenderer:

Description of Goods / Services provided

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

Duration: Year-Month-Day when the Goods / Services were provided

Start date (Year- Month -Day) when the above was provided:/...../.....

End date (Year- Month -Day) when the above was provided:/...../.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

NB: This document must be completed by the referee / client and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements as stated on this template. A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.

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SPECIAL CONDITIONS

<u>GENERAL</u>	NB	The attention of the tenderer is drawn to the fact that “Conditions of a General Nature and General Conditions of Contract for the rendering of the goods and services” shall apply, where applicable, to this contract.
1. <u>DEFINITIONS</u>	1.1	That “Johannesburg Water (Soc) Ltd” shall herein after be referred to as “JW”.
	1.2	The “Managing Director” shall mean the Managing Director: Johannesburg Water (Soc) Ltd or his authorised representative.
	1.3	“Vat” shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
	1.4	“Regional Manager” shall mean the Regional Manager of one of JW’s six regions located within the boundaries of the City of Johannesburg or his authorised representative
	1.5	“Plant” shall mean the water tankers.
	1.6	That “Occupational Health and Safety” shall herein after be referred to as “OHS”.
2. <u>COMPLIANCE WITH LEGISLATION AND SPECIFICATION:</u>	2.1	The Service provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
	2.2	The Service provider shall comply with all the requirements prescribed in the technical specification and all other qualifications herein, unless otherwise stated.
3. <u>SAFETY:</u>	3.1	The Service provider shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder.
	3.2	The tenderers attention is drawn towards the Occupational Health and Safety Declaration form (Annexure A) which must be fully completed and submitted with the tender.
	3.3	Upon award, the successful service provider(s) will be inducted by the company’s OHS department on the requirements that will be applicable for the duration of the contract in terms of all occupational health and safety.
	3.4	For the duration of the contract, monthly site inspections will be conducted by the assigned OHS representative of JW where the appointed service provider(s) will be inspected for compliance in line with the health and safety requirements as set out on the <i>Volume 2-Occupational Health, Safety & Environmental Specification</i> of the tender document and any other requirements as expected.
4. <u>EMPLOYMENT OF LABOUR:</u>	4.1	The service provider must ensure that all relevant legislation is complied with in the employment of labour.
5. <u>INSURANCE AND</u>	5.1	In addition to any insurance required to be held by the Service provider in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Service provider must be fully insured against all accidents, loss or

SPECIAL CONDITIONS

<u>INDEMNIFICATION:</u>		damage arising out of the conditions or operation of the vehicles or execution of any work including all third-party risks. The Service provider hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Contractor's own employees resulting from the operations carried out by the Service provider under this contract.
	5.2	A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 must be furnished by the Service provider within 21 days of notification of acceptance of the tender.
	5.3	The service provider shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.
	5.4	Upon award, the appointed service provider(s) will be required to submit proof of insurance as outlined on clause 5.1 to 5.3. Furthermore, the insurance must list all the water tankers trucks that the service provider will be providing to JW.
<u>6. REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER, VARIATION AND INDULGENCE S:</u>	6.1	If the service provider or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.
	6.2	If the service provider has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
	6.2.1	fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days), within such further period as may be reasonable in the circumstances, provided that the Service provider furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.
	6.2.2	Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the contractor's indebtedness to JW.
	6.3	This agreement constitutes the entire agreement between the parties relating to the matter hereof.
	6.4	No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or

SPECIAL CONDITIONS

		relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.
7. <u>DISPUTES:</u>	7.1	In the event of any dispute arising between JW and the Service provider in connection with or arising out of the contract, it shall be referred to the Managing Director of JW who shall state his decision in writing and give notice of the same to the Service provider within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Service provider subject to clause 7.2
	7.2	Should the Service provider be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.
	7.3	Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Service provider that the dispute or disputes be settled by Court of Law having jurisdiction.
8. <u>DURATION:</u>	8.1	The tenure of the contract shall be with effect from the date reflected on the appointment letter and will be effective on an "as and when" required basis for a period of thirty six (36) months.
9. <u>QUANTITIES</u>	9.1	There are no fixed quantities available. JW estimated quantities based on historical data which may or may not exceed the stated number and that JW takes no responsibility or liability for the estimated volumes.
	9.2	For evaluation purposes, the tenderer(s) will be required to state the number of water tankers offered as well as their respective capacities.
10. <u>PLACE AND TIME OF DELIVERIES:</u>	10.1	The water tankers will be required within the boundaries of COJ including informal settlements prescribed by JW. Please refer to Scope of Work for the regions.
11. <u>ACCEPTANCE OF TENDER:</u>	11.1	A valid and binding contract shall be concluded at the time that the service provider signs an official letter of acceptance that will be given to him/her with their official appointment letter upon the time of the finalisation of the adjudication of the tender.
	11.2	JW' reserves the right to conduct a site visit at the Tenderer's premises,

SPECIAL CONDITIONS

		at JW's expense to evaluate the water tanker offered as per the evaluation criteria stipulated in the tender document. The service provider or their representative shall be entitled to be present during evaluation process.	
12. <u>PENALTIES FOR LATE DELIVERY:</u>	121	If the service provider fails to deliver any single item listed in the Form of Tender; JW will charge the service provider a penalty of 5% (of the order amount) per day in respect of each such item ordered and deduct such penalty or penalties from any monies owing by JW to the contractor.	
13. <u>PENALTIES</u>	13.1	Instead of exercising its rights in terms of Clause 22 of the General Conditions of Contract, the Regional Manager may, at his discretion impose the following penalties in terms of the Conventional Penalties Act No. 15 of 1962.	
		13.1.1	In all cases where a stoppage has occurred, the service provider must supply written explanations as to the cause thereof; and if in the opinion of the relevant Regional Manager was an unavoidable stoppage, not exceeding 1 hour per day to a maximum of 3 hours per week occurs; no time will be deducted in effecting payment for the day.
		13.1.2	Where, in the opinion of the relevant Regional Manager, any stoppage could reasonably have been avoided, or where any stoppage exceeding 1 hour per day or 3 hours per week occurs; a payment for the time worked only shall be made. In the event of the water tanker breaking down for a full working day, the service provider shall be penalised at 50% of the water tanker hire rate. This penalty will be imposed until such time as the water tanker is in working order or alternative arrangements are made which are satisfactory to the relevant Manager.
		13.1.3	Should a continuous leak exist on any of the tanker(s) for a maximum period of 48 hours (2 days); then a ten percent (10%) deduction on the total volume of the tanker shall be imposed on a daily basis until such leak has been repaired.
		13.1.4	If a service provider has defaulted to a point where the level has been in the opinion of the Regional Manager consistently poor despite the written notices issued to him by from JW, then JW may terminate the complete service of the contractor and request the services of an alternative service provider.
		13.1.5	If the appointed service provider fails to remedy the breach of not adhering to the set-out requirements of delivering potable water with water trucks as required, the failure may result to the cancellation of the contract. Once the contract with the prospective service provider has been cancelled, an assessment will be conducted on the service provider(s) appointed based on their performance and capacity to ascertain if they will be able to cater the affected region/depot. Thereafter, service providers(s) found to be capable will be approached and requested to make deliveries in the region/depot affected and carry out the services as required.

SPECIAL CONDITIONS

	13.2	13.2.1	<p><u>Reporting of EPWP STATS</u></p> <p>For the reporting of EPWP Stats, the appointed service provider needs to ensure on a monthly basis that all requirements thereof are met. Failure to adhere will result to the following.</p> <p>a) Fail to report</p> <ul style="list-style-type: none"> • The Employer shall levy a penalty on the Service Provider, should the latter fail to provide reporting requirements as required and stated, with regard to content and frequency. • The penalty value shall be R15,000.00 per report per occasion; and • If the service provider fails to complete the latter more than three incidents and should the Employer or his duly authorised representatives find that the service provider is hindering his (the Employer's) deliverables to management, he/she shall reserve the right to: <ul style="list-style-type: none"> i. Terminate the Contract; <p>No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, Natural disasters, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.</p> <p>b) Fail to pay any labour:</p> <ul style="list-style-type: none"> • The Employer shall levy a penalty on Contractor, should the latter fail to provide payment to the any labourer as required in the specification highlighted in the Scope of Work and specified in the appointment agreements with the Contractor and the labourer. • The penalty value shall be R 50,000.00 per report per occasion; and • If the Contractor fails to complete the latter more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to senior management, he shall reserve the right to: <ul style="list-style-type: none"> i) Terminate the Contract; <p>No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, Natural disasters, lockout,</p>
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SPECIAL CONDITIONS

		<p>accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within twenty-four (24) hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons</p> <p>c) Penalties irreversible</p> <p>The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied. Service provider(s) must note that all EPWP reporting requirements must be adhered to at all times as expected. Failure to do so will result in measures being instituted.</p>
14. <u>EMPLOYMENT OF PERSONNEL</u>	14.1	The service provider must ensure that all persons used by him in the execution of this contract are lawfully employed.
	14.2	The service provider will be required to appoint local labours who will be utilised as assistance for the duration of the contract. The appointment of the local labours will be implemented in line with the prescripts of EPWP and the guidelines thereof. Full compliance to the submission of the EPWP stats will be expected from the appointed service provider at all times as required.
	14.3	The service provider must take note that local labourers will be paid in line with the requirements of the EPWP and the guidelines thereof. However, final rate for the payment of the labours will be finalised in discussions upon award and commencement of the contract once public participation and consultations have been conducted.
	14.4	On a monthly basis the service provider will be required to submit the monthly EPWP stats with copies of contracts, certified copies of individual ID's, timesheets and proof of payments for all their appointed local labours as required.
	14.5	The service provider must ensure that all payments to local labours are paid in time at all times and that the requirements of payments are adhered to at all times as agreed upon with JW in line with the working structure as approved.
	14.6	All operators and/or drivers for the water Tankers to be utilised for the supply and delivery of potable water services must be licensed in terms of the Road Traffic Act No 29 of 1989 and regulations as amended.
15. <u>DISPENSE OF WATER IN AN UNAUTHORIZED AREA</u>	15.1	Prior permission must be obtained from the Regional Manager prior dispensing water elsewhere other than the authorised areas. Failure to adhere to this condition will be regarded as a breach of contract.

SPECIAL CONDITIONS

16. NOTICE	16.1	Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-	
		16.1.1	Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its <i>domicilium citandi et executandi</i> to which post it is delivered, in which event such notice shall be deemed to have been received on the 7 th (seventh) business day after posting (unless the contrary is proved); or
		16.1.2	Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its <i>domicilium citandi et executandi</i> , in which event such notice shall be deemed to have been received on the day of delivery; or
		16.1.3	Sent by email to its chosen telefax number stipulated in MBD 1, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).



JOHANNESBURG WATER (SOC) LTD

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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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 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 Delict

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 develops documentation / projects for the municipal owned entity (MOE), the MOE shall retain ownership of any written opinion, advice, presentation or other deliverable that the supplier produces for the MOE in its tangible form on payment of all fees due, owing and payable to the supplier. The ownership of the intellectual property rights in the services, products of the services and the methodology and technology used to perform the services and all its working papers shall be retained by the supplier.

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.

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 rejected.

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 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.

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 Payment shall be made within 30 days of receipt of the supplier statement, provided the statement submitted is correct and submitted to Johannesburg Water before the end of the month. The invoice for which payment is required must be correct, must be reflected on the statement referred to above and also be submitted by no later than the end of the month.

16.4 Payment will be made in Rands 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 in contractual hours

18.1 In the event that work to be performed in terms of this contract be completed in less than the envisaged time, or in the event that the duration of such work exceeds the envisaged time pursuant to the approval by JW of an exception report referred to in clause 8 of the Scope of Work, the rate per hour payable to the contractor shall remain the same.

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 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.

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;

(b) 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. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Revised May 2013

BANKING DETAILS FOR ELECTRONIC FUNDS TRANSFER

Requirements

- All fields below must be completed and only **the completed original authorised form will be accepted**. (Faxed and emailed copies are not accepted).
- This form must be accompanied by an original **cancelled cheque** or an **original signed and stamped letter from your bank** (date must be not older than 3 months). Alternatively this form can be stamped by your bank.

Supplier Name	
Contact Person	
Email Address	
Telephone Number	
Fax Number	

Bank Information

Name of Payee (Must be the same as your supplier name)	
Name of Bank	
Account Number	
Branch Code -(to be confirmed with your bank for EFT payments)	
Branch Name	
Reference (if applicable)	

In the event my tender is successful, I hereby authorise Johannesburg Water SOC Ltd, to make all payments by EFT into the above bank account and I have attached the required documents as requested. I have the authority to provide and authorise the above information on behalf of the corporation/organization/payee.

Authorised representative of supplier

Name & Surname: _____ **Date:** _____

Signature : _____ **Designation** _____