

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 002/23 **CLOSING DATE:** 01 NOVEMBER 2023 **CLOSING TIME:** 10:30 AM
DESCRIPTION: HIRE AND SERVICING OF CHEMICAL TOILETS TO VARIOUS AREAS WITHIN THE COJ BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BRIEFING SESSION	COMPULSORY: YES
BRIEFING DETAILS	DATE AND TIME: 10 OCTOBER 2023 AT 12:00 PM 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				
NAME OF BIDDER				
NO. OF DOCUMENTS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		MAAA No	
OTHER STATUS	COIDA No.		CIDB No	N/A

EMPLOYER INFORMATION			
DEPARTMENT	OPERATIONS	DEPARTMENT	SUPPLY CHAIN MANAGEMENT
CONTACT PERSON	ELGIN MATHONSI	CONTACT PERSON	NTHABISENG MORE
TELEPHONE NUMBER	011 213 2743	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	elgin.mathonsi@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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1. Tender Notice and Invitation to Tender

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

CONTRACT NO. JW OPS 002/23 HIRE AND SERVICING OF CHEMICAL TOILETS TO VARIOUS AREAS WITHIN THE COJ BOUNDARIES 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) starting from 29 September 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 01 November 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. Johannesburg Water (SOC) Ltd and the successful tenderer/s will sign the Letter of Award which together with the submitted tender document will form the contract.

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

2. Documents and Information 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 documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column or not obtaining 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 and information listed in the Checklist below shall form part of the Contract.

Table 1

No	Description of Returnable/s or Documentation or Information 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 Documents at Particular Stage:				
	Documentation for the vacuum tanker that will be servicing the chemical toilets: • Proof of Certificate of Registration (RC1) in Respect of Motor Vehicle (National Road Traffic Act) and • Proof of Valid Licence Disc (LCO) OR Roadworthy Certificate (National Road Traffic Act) OR Operator Card	•			
	The tenderer must submit a letter on their letter head confirming that they will be able to supply the required minimum number of chemical toilets in line with their preferred region of operation from 1-6 as indicated on the pricing data.	•			
	Attendance of Compulsory Briefing Meeting	•			
	Price Schedule completed and signed for region/s tendered for	•			
3.	Administrative Documentation:				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			
	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 3.1 - Pricing Schedule – Firm Prices	•	•		

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

(Purchases) completed and signed (Acknowledgement that rates will be fixed for duration of contract).				
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 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 director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
3-year financial statements (audited where applicable)	•	•		
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.	•			
Joint Venture, consortium, or equivalent agreement if applicable	•	•		

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	Comprehensive Health and Safety Plan (compliance with OHSE Specification)	•	•		
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 – Reference Letter/s	•			
5.	Specific Goals:				
	Documentary Evidence Required for Criteria 1: Businesses located within the boundaries of the COJ municipality: • Proof of municipal account / valid lease agreement / letter from the Ward Council confirming the business address.	•			
	Documentary Evidence Required for Criteria 2: Business owned by 51% or more – Black Youth: • Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath / CSD registration.	•			
	Documentary Evidence Required for Criteria 3: SMME (An EME or QSE) 51% or more Black owned: • 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	•			
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			•	
	Bank Details Form			•	
	Public Liability or All risks Insurance			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – if applicable			•	

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative 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 administrative documents that require completion and signatures. These exclude documentation 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.



a world class African city



CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

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

3. 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.

(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.

(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 authorize Mr./Ms.
 , authorized 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 SIGNATORY	AUTHORISED
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.

ACKNOWLEDGEMENT OF BID CONDITIONS

(V) Certificate For Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business
trading as and the person authorized 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:

4. Acknowledgement of Bid Conditions

- 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.

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

- 6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as

ACKNOWLEDGEMENT OF BID CONDITIONS

- 7 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.
- 8 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.
- 9 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) (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 10:30 am 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 CONDITIONS

- 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.
- 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 any omitted, outstanding, missing and or incomplete administrative 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 administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. 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 required for administrative compliance was not submitted with the tender submission.
- 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.
- 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

ACKNOWLEDGEMENT OF BID CONDITIONS

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..... of

Name of authorized person (in block letters)

INVITATION TO BID

MBD 1

5. Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	JW OPS 002/23	CLOSING DATE:	01 NOVEMBER 2023	CLOSING TIME:	10:30 AM
DESCRIPTION	HIRE AND SERVICING OF CHEMICAL TOILETS TO VARIOUS AREAS WITHIN THE COJ BOUNDARIES 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 2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	ELGIN MATHONSI		CONTACT PERSON	NTHABISENG MORE	
TELEPHONE NUMBER	011 213 2743		TELEPHONE NUMBER	011 688 1512	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	elgin.mathonsi@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] ☐ Yes ☐ No		B-BBEE SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ NO					☐ YES
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES

INVITATION TO BID

MBD 1

☐ 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 (SBD7).**

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)**

MBD 3.1

6. Pricing Schedule – Firm Prices MBD 3.1

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

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

Name of Bidder.....

Bid Number: **JW OPS 002/23**

Closing Time 10: 30 AM

Closing Date: 01 November 2023

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

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

- Required by:

- At:

- Brand and Model

- Country of Origin

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

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery basis *Delivery: Firm

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

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

*Delete if not applicable

SIGNATURE(S) OF AUTHORIZED PERSON

DATE:.....

DECLARATION OF INTEREST

7. Declaration of Interest MBD 4

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, shareholder²):.....

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.

DECLARATION OF INTEREST

MBD 4

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:

.....

.....

DECLARATION OF INTEREST

MBD 4

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)

MBD 5

8. Declaration For Procurement Above R10 Million (VAT included) MBD 5

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.

.....

.....

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.

.....

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION
(VAT INCLUDED)**

MBD 5

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 / municipality 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

**PREFERENCIAL PROCUREMENT POINTS CLAIM IN TERMS OF MBD 6.1
PREFERENCIAL PROCURMENT REGULATIONS**

9. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 – 90/10

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 PREFERENCIAL 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 The applicable preference point system for this tender is the 90/10 preference point system.

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

PREFERENCIAL PROCUREMENT POINTS CLAIM IN TERMS OF PREFERENCIAL PROCURMENT REGULATIONS

MBD 6.1

- e) disposal of assets through public auctions; and
“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:

90/10

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

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 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) (To be completed by the tenderer)
Businesses located within the boundaries of the COJ municipality.	6	
Business owned by 51% or more – Black Youth	2	
SMME (EME or QSE) owned by 51% or more - Black People	2	
TOTAL	10	

**PREFERENCIAL PROCUREMENT POINTS CLAIM IN TERMS OF
PREFERENCIAL PROCURMENT REGULATIONS**

MBD 6.1

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.

**PREFERENCIAL PROCUREMENT POINTS CLAIM IN TERMS OF
PREFERENCIAL PROCURMENT REGULATIONS**

MBD 6.1

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

.....

DATE:

.....

ADDRESS:

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

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

10. Declaration of bidder's Past Supply Chain Management Practices MBD 8

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

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
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 ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	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

11. Certificate of Independent Bid Determination MBD 9

- 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 per 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.

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;

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- (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 GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

12. Proof of Good Standing With Regards to Municipal Account

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

13. 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 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.		
6.		

SIGNATURE(S) OF AUTHORIZED PERSON:

NAME AND SURNAME

DATE:

SCOPE OR WORK

14. Scope of Work

REQUIREMENTS

The contract entails hiring and servicing of chemical toilets on an as and when required basis at various settlements within the City of Johannesburg during the full period of the contract.

1. SPECIFICATION

1.1. Chemical Toilets

- The body of the portable latrine unit shall be strong and durable and be made of either fibre glass, polyethylene, or similar.
- The toilet seat and flap of the unit shall be either plastic, chipboard or similar.
- The removable drum if required shall be a steel drum with sealed lid in accordance with the manufacturer of the unit.
- All units shall be provided with two solid plastic skids (or similar material) or must have built-in skids under the body of the unit. if the unit has skids, then they shall be at least the same as the length of the base of the units.
- All units shall be of sound construction and any elements which have suffered any damage during manufacture or transport and handling (e.g., cracks or split corners), and elements that are warped or poorly formed may not be used and shall be removed from site.
- The units to be supplied by the service provider shall comply with the following requirements: -
 - Height not less than 2000mm
 - Width not less than 900mm
 - Depth not less than 1000mm
 - Capacity fixed tank not less than 200litres
 - Capacity removable tank (where applicable)
 - Each toilet shall have adequate ventilation through gauzed openings, a locking mechanism that can be operated from the inside. It is the responsibility of the contractor to ensure that the toilet doors can be safely closed from the outside. No padlocks are allowed.
 - A visible company's identification on the outside stating a company's telephone number.
 - Each toilet shall have a unique identification number outside for easy of reference and for inspection purposes.

SCOPE OR WORK

1.2. Vacuum Tankers

1.2.1. Desludging trucks supplied by the tenderer must meet the requirements as follows;

- Must be roadworthy.
- Capacity: Minimum 4kl tankers and maximum 10kl tankers.
- Must be self-propelled and must have a pump fitted with a PTO (Power Take-Off) engine.
- Must have a suction hose that is between 90mm to 100mm in diameter and be able to pump efficiently 30m long and 6m deep.

1.2.2 Vacuum 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.

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

2. GENERAL REQUIREMENTS:

2.1. JW reserves the right to arrange alternative servicing of any latrine unit which the contractor has failed to service within the time stipulated on the Tender Form. All additional costs will be for the Contractor's account. Furthermore, if the appointed bidder is failing to supply, JW reserve the right to check other bidders that are appointed on the other regions if they can be able to supply the required toilets

2.2. Servicing must include the pumping out and disposal of the contents as well as maintaining the units in a clean and sanitary state, to the satisfaction of 'JW's representative. This will include the disinfection and cleaning of the (external) area around the chemical toilet, on a distance of 1m from all corners of the toilet.

2.3. All Health Regulations must be strictly complied with.

2.4. Disposal of the contents must take place at one of the 'JW' Wastewater Treatment Plants or other designated points, and a certificate of safe disposal must be submitted. The information to reflect on the disposal certificate may be obtained from the Regional Manager. The disposal certificates must be submitted to the Regional Manager prior to the commencement of work for approval.

2.5. One sample of the units shall be submitted to JW before commencing with the contract and this sample when approved by JW will form the quality norm for the contract.

2.6. The appointed service provider per region on an "as and when required basis" will be required supply, deliver and service chemical toilets for the services considered as ad-hoc services or emergency or short-term services. These services are rendered mainly when chemical toilets are required for a short period of time, such as at events or when toilets are required in an area for a limited period.

2.7 The appointed service provider will be required to supply, deliver, and service the disabled portable toilet to meet needs of physically impaired persons where required within the region. The chemical toilet required for the disabled must have the wide

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entrance door and obstacle-free access designed to allow the passage of a wheelchair. Internally, so that the user can quite easily move in total safety. It must have the presence of grab rails on the walls and a floor in special non-slip material enabling full 360° mobility and easy seating. The Portable Toilet must be built in anti-UV stabilized polyethylene (PE) and is 100% recyclable.

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 cleaners to clean the toilets after being serviced.

BREAKDOWNS

Breakdowns or delays shall be reported to the Regional Manager or his authorized representative by the service provider's by means of cell phone and confirmed by email. 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 vacuum tankers in the event of breakdowns that cannot be repaired within 24 (twenty-four) hours.

During a breakdown, the service provider will be required to provide a replacement vacuum tanker timeframe, which must be adhered to.

JW reserves the right to arrange alternative vacuum tanker from other service providers appointed in the other regions to service the chemical toilets which the contractor has failed to service within the time stipulated on the Tender Form. All additional costs will be for the Contractor's account.

INSPECTION AND IDENTIFICATION OF PORTABLE LATRINE UNIT AND VACUUM TANKER

All items accepted on the contract will be inspected by the Regional Manager when delivered to the site for the first time. The unit 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 vacuum 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.

Only licensed drivers with PrDP may be employed and upon the written request of the Regional

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Manager, any operator found to be unsuitable must be replaced immediately.

The service provider's drivers will be assigned a locality in which they will be required to service the toilets within 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.

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.

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:

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.

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SAFETY

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

ESTIMATED QUANTITIES

Region Number	Region	Estimated No of Toilets	Estimated No of Vacuum Tankers
1	Midrand	2245	9
2	Deep South Ennerdale	8792	36
3	Klipspruit / Avalon	5332	22
4	Zandfontein North and South	1319	6
5	JHB Central / Langlaagte	747	3
6	Randburg / Hamberg	1292	6
	Total	19727	82

Note: The estimated number of portable latrine (chemical toilet) units required in the above-mentioned table is approximately 19 727 with the estimated vacuum tankers required to be approximately 82 in total. However, the service provider shall be bound to supply whatever quantities of the chemical toilets and vacuum 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 and the tenderer will be expected to supply the surplus required.

LOCATION AND DELIVERY:

The chemical toilets will be required at various informal settlements within the City of Johannesburg which consist of but not limited to the sites as stated below as well as in some of JW’s Reservoirs and Towers.

- Region A: Midrand
- Region B & C: Randburg / Hamberg
- Region D: Klipspruit/Avalon
- Region E: Zandfontein North and South
- Region F: JHB CBD / Langlaagte
- Region G: Deep South -Ennerdale

STATUTORY, REGULATORY AND OHS 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.

15. Evaluation

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 authority to sign and other administrative documents be omitted, not be submitted or be incomplete, the tenderer will be given three (3) days to submit or complete them after receiving a request in writing from JW, should the tenderer not comply with requirement, the tenderer may be disqualified, and may will be considered for award.	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 which is to award to the highest-ranking bidder on price and specific goals. 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.

1. Stage 1: Mandatory Evaluation Criteria:

EVALUATION CRITERIA: (GATE KEEPERS)		
#	CRITERIA	COMPLY (YES/NO)
No 1	Mandatory Tender Briefing Meeting. Bidder's name or representative appears on the Briefing meeting	YES
No 2	Documentation for the vacuum tanker that will be servicing the chemical toilets: • Proof of Certificate of Registration (RC1) in Respect of Motor Vehicle (National Road Traffic Act) and • Proof of Valid Licence Disc (LCO) OR Roadworthy Certificate (National Road Traffic Act) OR Operator Card 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 vacuum tankers from NOTE 2: In the event that the tenderer's vacuum 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. NOTE 3: With Johannesburg Water allowing tenderers to hire vacuum tankers in order to meet Johannesburg Water's capacity requirements, there may be a situation where more than one tenderer is the highest scoring in terms of preference points in the other regions and have tendered using the same documentation. Tenderers that are leasing vacuum tankers are advised to submit alternate Letter of Intent and necessary documentation for the vacuum tankers that they are offering. However, tenderers that are hiring vacuum tankers and that do not submit an alternate Letter of Intent to hire and the with the necessary documentation will not be disqualified. Please refer to the Allocation Strategy to determine which tenderer's vacuum tankers will be allocated.	YES
No 3	The tenderer must submit a letter on their letter head confirming that they will be able to supply the required minimum number of chemical toilets in line with their preferred region of operation from 1-6 as indicated on the pricing data.	Yes
No 4	Signed and completed Pricing Schedule for region/s tendered.	YES

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

NB: Tenderers 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.	Annexure	Certificate of Authority or Board Resolution Letter granting authority to sign	Complete and submit
2.	MBD 1	Invitation to Bid Form	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 signed MBD 3.1 Form.
5.	MBD 4	Declaration of Interest	Complete and signed MBD 4 Form.
6.	MBD 5	Declaration of Procurement Above R10m (All Applicable Taxes Included)	Complete and signed MBD 5 Form.
7.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and signed MBD 6.1 Form.
8.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and signed MBD 8 Form.
9.	MBD 9.	Certificate of Independent Bid Determination	Complete and signed MBD 9 Form.
10.	Annexure – Proof of Specific Goals	Refer to documents listed in 4.3 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 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
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	Submit applicable documentation with the tender submission

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		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.	
13.	Annexure	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
14.	Occupational Health & Safety Specification	Refer to the OHS documents to be submitted with the tender document	Submit applicable documentation with the tender submission

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative 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 administrative documents that require completion and signatures. These exclude documentation 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.

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3.Stage 3 Technical Evaluation Criteria:

The total Weighting is 100 and the Minimum Qualifying Score is 60.

The following aspects will be considered during the technical evaluation.

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	WEIGHTING	SCORE
1.	Tenderer's experience with respect to supply/hire and servicing of chemical toilets	The tenderer must provide reference letter(s) as proof that the supply/hire and servicing of chemical toilets was carried out successfully. 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. 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.	Total Years of Experience with respect to supply /hire and servicing of chemical toilets Less than 1 year 1 year and more but less than 2 years 2 years and more, but less than 5 years 5 years or more	100	0 60 80 100
MINIMUM QUALIFYING SCORE				60	
TOTAL				100	

4. Stage 4 Price and Preference Points Evaluation:

4.1 Pricing

The following aspects will be considered in the financial offer:

- a) Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- b) 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.
- c) The tender will be evaluated on the 90/10 preference system.

Refer to Pricing Data.

4.2 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 African.

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 operate in. The BSC may 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 to a company owned by Historically Disadvantaged Individuals (HDI) individuals.

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

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- Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid
- JV, Consortium, or equivalent agreement to contain percentage ownership which will be used to determine the proportional points for specific goals.

Table 1 Specific Goals:

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 municipality	6
Business owned by 51% or more – Black Youth	2
SMME (EME or QSE) owned by 51% or more - Black People	2
Total	10

4.3 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 municipality.	Proof of municipal account / valid lease agreement / letter from the Ward Council confirming the business address.
Business owned by 51% or more – Black Youth	Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath / CSD registration.
SMME (An EME or QSE) 51% or more Black owned	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.

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

AFFIDAVIT PRESCRIBED FORMATS	CATEGORY	FINANCIAL THRESHOLD
Generic Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Sector Specific Enterprises		
	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)		

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	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

4.5 Requirements for a valid BBBEE Certificate

- 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.
- Bidders who do NOT qualify as EME's and QSE's as outlined in 4.3, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- 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.**

- The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- 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.
- 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.
- Copy of certified copies will not be accepted.

N.B. A tenderer failing to submit proof of specific goals claimed as per 4.3 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

4.6 Award and Allocation Strategy:

AWARD STRATEGY	The intention is to award to the highest preference ranking tenderer per region according to price and specific goals. - Tenderers will only be awarded one region irrespective of being the highest preference-ranking Tenderer in other regions, unless Johannesburg Water cannot award a certain region to other Tenderers in which case, Johannesburg Water can then award more than one region to a Tenderer. Tenderers are therefore requested to rank their preferred region of operation from 1-6. Please refer to Pricing Data. Tenderers will be considered for region tendered for and ranked. - Allocation to region in cases where the Tenderer is the highest preference-ranking Tender will be based on the preferred region provided by the tenderer under-pricing schedule. Please refer to Allocation Strategy for the Objective criteria: 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. Johannesburg Water reserves the right to negotiate the rates to ensure that the estimated award value is within available funds.
ALLOCATION STRATEGY	Tenderers are therefore requested to rank their preferred region of operation from 1-6. Please refer to Pricing Data. Tenderers will be considered for region number tendered for and ranked. The allocation of the tender will be per tenderer per region based on the highest scoring tenderer per region. If the tenderer is allocated more than one region, Objective Criteria will be used to allocate regions. Objective Criteria: - Tenderers will only be awarded one region irrespective of being the highest preference-ranking tenderer in other regions, unless Johannesburg Water cannot award a certain region to other Tenderers or the tenderer awarded a region is unable to deliver in which case, Johannesburg Water can then allocate more than one region to a tenderer. This will also be applicable during the duration of contract in cases where the contractor is unable to meet requirements. - Allocation to Regions will be based on preferred Region provided by the bidder according to the price tendered. - Johannesburg Water reserves the right to allocate a region to a tenderer that did not score the highest preference points if the highest-ranking tenderer has been awarded to another Region.

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- To ensure value for money / cost effectiveness, Johannesburg Water will negotiate prices/rates with service providers, who are recommended, for market related price and reserve the right to standardize the rates of the bidders that are awarded using JW Benchmark rates and processes. The contracted rates may not be higher than the rates tendered by the tenderer.
- In cases where the vacuum trucks that have been hired by the tenderer and have been allocated to another service provider, the alternate letters of intent to hire vacuum tankers will be used to allocate the vacuum tankers to meet Johannesburg Water capacity requirements.
- If there is no alternate letter of intent or documentation submitted by any of the tenderers that are the highest scoring in different regions and have the same documentation, the allocation will be done as follows (Objective Criteria):
 - The tenderer with highest preference ranking will be allocated those vacuum tankers. If those tenderers have scored the same preference points, the allocation will be made to the tenderer that scored the highest points for specific goals. If there is still a deadlock, the allocation will be decided by the drawing of lots.

The allocation for the then outstanding capacities will be made to the next highest preference ranking Tenderer. The cycle will continue until all vacuum capacity requirements per region are met.

16. 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) Unconditional discounts will be taken into account for evaluation purposes but conditional discounts will not be taken into account for evaluation purposes.
- f) 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. 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
- g) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- h) 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.
- i) 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.
- j) 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.
- k) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- l) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- m) 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.
- n) 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 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.
- o) 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.

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

17. Pricing Schedule

AREA TO BE TENDERED FOR

The tenderer (Company) must indicate the area which they will be willing to render the services of hiring and servicing chemical toilets for by indicating the preferred region in terms of ranking from 1-6 below:

Region No.	Description - Regions	Preferred region in terms of ranking from 1-6
1.	Midrand	
2.	Ennerdale-Deep South	
3.	Klipspruit-Avalon	
4.	Zandfontein North and South	
5.	Randburg - Hamberg	
6.	JHB Central-Langlaagte	

Note: If the bidder does not indicate their preferred region with a ranking of 1-6, JW reserves the right to place the bidder wherever it deems appropriate. There is no limit on the number of regions a tenderer may select and tender for. Please read Award and Allocation strategy.

PRICING DATA

PRICING SCHEDULE

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

Region No. 1 Rental and Service (Midrand)

Item	Description	Duration	Qty	Unit Rate (VAT Excl.)	15% VAT	Unit Rate (VAT Incl.)
1.1	Hire of portable latrine unit	Per month	1	R		
1.2	Servicing, disposal and cleaning of contents for one service	Per Service	1	R		

Region No. 2 Rental and Service (Ennerdale-Deep South)

Item	Description	Duration	Qty	Unit Rate (VAT Excl.)	15% VAT	Unit Rate (VAT Incl.)
1.1	Hire of portable latrine unit	Per month	1	R		
1.2	Servicing, disposal and cleaning of contents for one service	Per Service	1	R		

Region No. 34 Rental and Service (Klipspruit-Avalon)

Item	Description	Duration	Qty	Unit Rate (VAT Excl.)	15% VAT	Unit Rate (VAT Incl.)
1.1	Hire of portable latrine unit	Per month	1	R		
1.2	Servicing, disposal and cleaning of contents for one service	Per Service	1	R		

Region No. 4 Rental and Service (Zandfontein North and South)

Item	Description	Duration	Qty	Unit Rate (VAT Excl.)	15% VAT	Unit Rate (VAT Incl.)
1.1	Hire of portable latrine unit	Per month	1	R		
1.2	Servicing, disposal and cleaning of contents for one service	Per Service	1	R		

Region No. 5 Rental and Service (Randburg/ Hamberg)

Item	Description	Duration	Qty	Unit Rate (VAT Excl.)	15% VAT	Unit Rate (VAT Incl.)
1.1	Hire of portable latrine unit	Per month	1	R		
1.2	Servicing, disposal and cleaning of contents for one service	Per Service	1	R		

Region No. 6 Rental and Service (JHB Central-Langlaagte)

Item	Description	Duration	Qty	Unit Rate (VAT Excl.)	15% VAT	Unit Rate (VAT Incl.)
1.1	Hire of portable latrine unit	Per month	1	R		
1.2	Servicing, disposal and cleaning of contents for one service	Per Service	1	R		

CONTACTABLE REFERENCE LETTER

AVAILABILITY OF RESOURCES

a)	Number of portable latrine units owned by tenderer :	
b)	Number of portable latrine units offered by the tenderer for this bid:	
	<i>(NB: Assurance must be made that the units offered are in line with the specification as outline on item 2.1 of the technical information and specification)</i>	
c)	Number of servicing equipment (vacuum tankers) of : the tenderer to service the portable latrine units tender <i>(NB: Assurance must be made that the vacuum offered are in line with the specification as outline on of the technical information and specification)</i>	

Notes:

The tenderer is to note that the potable latrine units (Chemical Toilets) offered will have to be made available within 21 working days from notice by JW.

If the tenderer does not own the portable latrine units (Chemical Toilets) offered, then they will have to get confirmation from where they will be hiring, that the units will be made available within 21 working days from notice. Confirmation by the owner of the toilets to this effect must be accompanied by the submission of the tenderer's offer.

A rate per day multiplied by the number of days the chemical toilets available will be used to determine the total amount to be paid to the supplier during the month of mobilization. Monthly rate tendered divided by the number of days in that month will be used to determine the rate per day.

SIGNATURE(S) OF AUTHORIZED PERSON

NAME OF BIDDER

NAME OF AUTHORIZED PERSON IN BLOCK LETTERS

BID NUMBER:



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CONTACTABLE REFERENCE LETTER

18. Contactable Reference Letter

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender **JW OPS 002/23 HIRE AND SERVICING OF CHEMICAL TOILETS TO VARIOUS AREAS WITHIN THE COJ BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender

Name of tenderer:

Description of services provided (Scope of Work)

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

Date of goods / services provided

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Signature: **Date:**

Telephone: **Email:**

Name of Client Company

Name of Reference Completing this Letter.....

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.

CONTACTABLE REFERENCE LETTER

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender **JW OPS 002/23 HIRE AND SERVICING OF CHEMICAL TOILETS TO VARIOUS AREAS WITHIN THE COJ BOUNDARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Name of Tenderer:

Description of Goods / Services provided.

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

Date of goods / services provided:

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory? Yes / No

Signature: **Date**

Telephone/Mobile:

Email:

Name of Client Company

Name of Reference Completing this Letter.....

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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Name of Tenderer:

Description of Goods / Services provided.

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

Date of goods / services provided:

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory? Yes / No

Signature: **Date**

Telephone/Mobile:

Email:

Name of Client Company

Name of Reference Completing this Letter.....

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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CONTACTABLE REFERENCE LETTER

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Name of Tenderer:

Description of Goods / Services provided.

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

Date of goods / services provided:

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory? Yes / No

Signature: **Date**

Telephone/Mobile:

Email:

Name of Client Company

Name of Reference Completing this Letter.....

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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To Johannesburg Water (SOC) Ltd

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Name of Tenderer:

Description of Goods / Services provided.
.....
.....
.....
.....

Date of goods / services provided:
Start date:/...../.....
End date:/...../.....

Was their performance satisfactory? Yes / No

Signature: **Date**

Telephone/Mobile:

Email:

Name of Client Company

Name of Reference Completing this Letter.....

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.

19. Special Conditions:

GENERAL

NB The attention of the service provider is drawn to the fact that “Conditions of a General Nature and General Conditions of Contract for the Supply and Delivery of Goods and Services” shall apply, where applicable, to this contract.

1.DEFINITIONS

- 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 That “Occupational Health and Safety” shall herein after be referred to as “OHS”.
- 1.6 “Plant” shall mean the vacuum tankers utilised for the desludging of chemical toilets.

2.PRICE

- 2.1 All prices shall exclude Value Added Tax (VAT) 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.
- 2.2 All price(s) tendered shall include the cost of all insurances, services, labour, equipment, fuel, materials, 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.

3.CONTRACT PRICE ADJUSTMENT

- 3.1 A firm price is required for this offer.

4.SURETY BOND

- 4.1 No surety bond shall be required in terms of this contract.

5.COMPLIANCE WITH LEGISLATION AND SPECIFICATION:

- 5.1 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.
- 5.2 The service provider shall comply with all the requirements prescribed in the technical specification and all other qualifications herein, unless otherwise stated.

6.SAFETY:

- 6.1 Without derogation from the generality of Clause 5.1, or from any other provision of this contract, 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.

SPECIAL CONDITIONS

- 6.2 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.
- 6.3 Successful tenderers will be required to compile and submit a Health and Safety, environmental, and waste management File for approval by the JW OHS Department prior to commencement of the works to be conducted on the contract.
- 6.4 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 **Volume 2-Occupational Health, Safety & Environmental Specification** of the tender document and any other requirements as expected.

7.INSURANCE AND INDEMNIFICATION:

- 7.1 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 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 service provider's own employees resulting from the operations carried out by the Service Provider under this contract.
- 7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 must be furnished by the service provider within 21 days of notification of acceptance of the tender.
- 7.3 The service provider shall be liable for any damages or injury of whatever nature caused directly or indirectly because of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.

8.REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER, VARIATION AND INDULGENCES:

- 8.1 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.
- 8.2 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:
 - 8.2.1 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

SPECIAL CONDITIONS

breach), then 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.

8.2.2 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 service provider's indebtedness to JW.

8.3 This agreement constitutes the entire agreement between the parties relating to the matter hereof.

8.4 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 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.

9.DISPUTES:

9.1 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 9.2

9.2 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.

9.3 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.

10.SCOPE OF WORK:

10.1 The service provider shall be required to supply/hire, service/desludge and clean portable latrine (chemical toilet) units in various informal settlements and any other areas where situated/dispatched on "as and when" required basis and in accordance with the specifications as outlined in the tender document.

11.DURATION:

11.1 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.

SPECIAL CONDITIONS

12.ADJUDICATION OF TENDERS:

- 12.1 The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service Provider or award a tender in whole or in part and to more than one tenderer.

13.TENDER VALIDITY:

- 13.1 The service provider shall be valid for a period of ninety (90) days from the date of closing for the submissions of offers.

14.ACCEPTANCE OF TENDER:

- 14.1 A valid and binding contract shall be concluded at the time that the service provider signs an official Contract Document at the offices of JW after the service provider is in possession of the letter of acceptance.
- 14.2 JW' reserves the right to conduct a site visit at the Tenderer's premises, at JW's expense to evaluate the chemical toilets offered as well as the servicing equipment 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.

15.QUANTITIES

15.1 Chemical Toilets

- 15.1.1 the service provider shall be bound to supply whatever quantities of the chemical toilets that JW will actually 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 (in clause 15.1.1). Note must be taken that the requirements may or may not exceed the stated amount and the tenderer will be expected to supply the surplus required.

15.2 Vacuum Tankers

- 15.2.1 The tenderer will be required to have sufficient desludging trucks (Vacuum Tankers) for the servicing of the chemical toilets. The tenderer is to note that the services required may vary per region based on the number of units dispersed in each and the frequency of servicing requirements. Therefore, they will be required to ensure that they make available sufficient plant to perform adequately as required.

- 15.2.2 All desludging trucks (Vacuum Tankers) supplied by the tenderer must meet the requirements as follows;

- Must be roadworthy (Have a valid roadworthy Certificate / License Disc).
- Capacity: Minimum 6kl tankers and maximum 10kl tankers
- Must be self-propelled and must have a pump fitted with a PTO (Power Take-Off) engine
- Must have a suction hose that is between a minimum of 90mm and a maximum of 100mm in diameter and be able to pump efficiently 30m long and 6m deep

- 15.2.3 The estimated number of vacuum tankers required for the servicing of the chemical toilets is eighty-two (82) as based on the overall number of chemical toilets determined as required in the various areas within the City of Johannesburg. The numbers are sub-divided into regions on the technical information and specification of the tender document.

SPECIAL CONDITIONS

Note must be taken that the number provided for vacuum tankers required is an approximate, post award each number shall be determined and advised by the relevant Regional Manager or his/her representative based on the actuals required in line with the distances between the areas and distances of the disposal site(s) that will be used. The service provider shall be bound to supply whatever quantities that JW will actually require on an “as and when” required basis during the period of the contract in line with the requirements as advised.

16.REQUIREMENTS

- 16.1 The chemical toilets shall be allocated as instructed by the Regional Manager or his/her representative.
- 16.2 The service provider shall be obliged to service the chemical toilets including disposal and cleaning of the contents at least once weekly. In the case where more than one service is required, the actual number of services required per site shall be agreed upon with the Regional Manager or his/her representative. Disposal of the contents must take place at one of the JW Wastewater Treatment Plants or other designated points as advised by the Regional Manager or his/her representative.
- 16.3 The recommended service provider(s) shall be obliged to provide a fully workable desludging programme to coincide with JW normal working hours (i.e. Monday to Friday from 7:30am to 16:00pm).
- 16.4 Service providers are obliged to make use of local labour to clean the chemical toilets. Legislation concerning the employment of labour must be adhered to as per the EPWP requirements for the provision of Normal services and Ad-hoc services.
- 16.5 All toilets offered the service provider (s) must meet all the requirements as outlined in the technical information and specification of the tender document. Service provider (s) can provide new or second-hand units that are compliant with the requirements of JW.
- 16.6 Where second hand units are offered by the service provider and are assessed by the depot as in need of upgrade or refurbishment, the units will be required to be completely upgraded or refurbished in terms of their mechanism, tanks and appearance in order to meet the required standard as outlined in the technical information and specification of the tender document.
- 16.7 JW reserves the right to conduct tests on the units, at JW's expense. The service provider or his representative shall be entitled to be present during any tests.
- 16.8 A typical sample of the acceptable standard of a latrine unit will be placed at the offices of the respective Regional Managers. The successful service provider will submit this unit, and its purpose will be to measure the quality norm against units on hire, in terms of appearance and operation.
- 16.9 In a case where toilets are found to not be in a satisfactory condition, the service provider will together with the responsible depot have to conduct an inspection to assess the condition of the toilets. Thereafter, the service provider will have to either replace or repair the chemical

SPECIAL CONDITIONS

toilets identified as not suitable.

- 16.10 The toilets are located in various informal settlements within all regions of the City of Johannesburg. Upon appointment roll-out programmes will be established in line with the nature of each specific area for the delivery of the toilets within the settlements. The tenderer is to note that the potable latrine units (Chemical Toilets) offered will have to be made available within 21 working days from by JW.
- 16.11 At all times the appointed service provider(s) will be expected to meet all requirements set out for the rolling out of units on site in exchanging them from the current ones as required. Failure to do so will result in measures being instituted in line with clause 8.2.

17.EMPLOYMENT OF PERSONNEL:

- 17.1 The service provider must ensure that all persons used by him in the execution of this contract are lawfully employed.
- 17.2 The service provider will be required to appoint local labours who will be utilised for this contract for the cleaning of chemical toilets utilised on normal services and ad-hoc services. The local labours to be appointed will be utilised as follows.
- For the cleaning of the chemical toilets when the chemical toilets are being serviced as per the schedule agreed upon with the Regional Manager or his/her representatives in that specific depot.
 - As operational assistants to be utilised in the vacuum tankers for the desludging.
- 17.3 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 always expected from the appointed service provider as required.
- 17.4 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.
- 17.5 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.
- 17.6 The service provider is to ensure that all payments to local labours are always paid on time and that the requirements of payments are always adhered to as agreed upon with JW in line with the working structure as approved.
- 17.7 The ratio for the appointment of the local labours for cleaning chemical toilets is 1:20 **(1 cleaner to clean 20 toilets per day)**
- 17.8 All operators and/or drivers for the Vacuum Tankers to be utilised for the desludging services must be licensed in terms of the Road Traffic Act No 29 of 1989 and regulations as amended.

18.PENALTIES

SPECIAL CONDITIONS

18.1 Supply of units required and servicing requirements.

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.

- 18.1.1 If the quantities of units requested are not supplied within 2 calendar days of an order to do so, the service provider will then incur penalties amounting to 50% (fifty percent) of the weekly hire rate, until such time that the units are supplied.
- 18.1.2 If a planned service of a toilet is "missed" then the service provider will incur penalties of 50% (fifty percent), of the service rate until such time that the service is successfully carried out at the discretion of the Regional Manager.
- 18.1.3 If the condition of a latrine, falls below the norm as described and agreed in clause 13.7, and within 7 (seven) days of a written instruction, the service provider fails to do so, he will incur penalties amounting to 50% (fifty percent) of the weekly hire rate, until such time as the unit is repaired/replaced.
- 18.1.4 Should any latrine units be missing from their original service location or should a service operator be absent or incapable of servicing the unit efficiently so that it is unable to perform the tasks required and so cause delay or interruption of service at any time on any day, then the procedure in applying penalties to the rental and service may be adopted.
- 18.1.5 In all cases where a non-service has occurred; the service provider must supply written explanations as to the cause thereof. Where in the opinion of the Regional Manager there was an unavoidable interruption of service, to a maximum required services per week, no time will be deducted in effecting payment for the day.
- 18.1.6 The written explanations referred to must be made within 7 days from the day on which the stoppage occurred.
- 18.1.7 If no written explanations are received, the service provider will be penalised at 50% of the weekly rate for the period of the stoppage. The Regional Manager's decision will be conveyed to the service provider which must be considered on submission of accounts.
- 18.1.8 Should the service provider fail to service a latrine unit as stipulated herein the contract, the service provider will incur penalties amounting to 50% (fifty percent) of the service rate, until such time that the service is carried out in line with the requirements.

18.2 Change over supply requirements

- 18.2.1 All roll-out programmes developed, issued or agreed upon to by all parties in accordance with the set-out requirements will have to be adhered to by the service provider(s). Failure to do so will result in measures being instituted in line with clause 8.2.

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- 18.2.2 If the appointed service provider fails to remedy the breach of not adhering to the set-out requirements of delivering chemical toilets 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 in other regions based on their performance and capacity to ascertain if they will be able to cater the affected region. Thereafter, service providers(s) found to be capable will be approached and requested to make deliveries in the region affected and carry out the services as required.

18.3 Reporting of EPWP STATS

- 18.3.1 For the reporting of EPWP Stats, the appointed service provider needs to ensure monthly that all requirements thereof are met. Failure to adhere will result to the following.

- a) Fail to report
 - 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 representative find that the service provider is hindering his (the Employer's) deliverables to management, he/she shall reserve the right to:
 - i. Terminate the Contract;

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, act of God, 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.

- b) Fail to pay any labour:
 - The Employer shall levy a penalty on Contractor, should the latter fail to provide payment to the any labourer or SMME as required in the specification highlighted in the Scope of Work and specified

SPECIAL CONDITIONS

in the appointment agreements with the Contractor and the labourer or SMME.

- 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:

i) Terminate the Contract;

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, act of God, 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 twenty-four (24) hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons

c) Penalties irreversible

The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.

18.3.2

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 in line with clause 8.2.

18.4 Desludging Requirements

18.4.1 Vacuum Tankers that will be utilised by the service provider for desludging must be in compliance with all the requirements as stipulated in clause 12.2.2. Failure to do so will result in measures being instituted in line with clause 8.2. If the appointed service provider fails to remedy the breach of not adhering to the servicing requirements as required, the failure may result to the cancellation of the contract.

19.SERVICING

19.1 The service provider will be required to service the chemical toilets twice a week.

19.2 The service provider must be prepared to either increase or decrease the number of services should the circumstances change.

19.3 Regional Managers will be responsible for informing the community /councillors of the areas affected by the changes if a decision is taken

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to increase or decrease services

- 19.4 Each service shall include for a chemical charge in terms of the manufacturer's specifications. The manufacturer's specifications must be submitted to JW with this tender document. A sample of the chemical must be submitted to JW together with the testing apparatus at the commencement of the contract for analysis and when approved by JW will be the quality norm for this contract.
- 19.5 A typical service includes the clearing, cleaning and emptying of waste material from the latrine unit, the addition of the disinfectant as described as required and the disposal of the contents at an approved site. Any spillages that occur must be immediately cleaned up and the area, 1m around the unit, must be cleared of any obstacles or grass and must be disinfected.
- 19.6 The disposal and/or accidental discharge of contents to any freshwater stream or any undersigned area is strictly prohibited. Any such discharge shall be to the full account of the service provider to ensure full compliance of the original state.
- 19.7 The disposal or dump site must always be kept clean and secure. The service provider must provide a cleaning schedule that must be followed at all times.
- 19.8 Service provider(s) must be aware that in areas with high ground water levels, the number of required services may increase, and in such areas, the service provider will be expected to perform the necessary work.
- 19.9 Service provider(s) must note that all servicing requirements must be adhered to at all times as expected. Failure to do so will result in measures being instituted in line with clause 8.2.

If the appointed service provider fails to remedy the breach of not adhering to the servicing requirements as required, the failure may result to the cancellation of the contract. Once the contract with the prospective service provider has been cancelled, any service provider(s) appointed in other regions will be requested to service/desluge the chemical toilets in the region affected as required.

20.CLEANING OF TOILETS

- 20.1 The service provider will be required to ensure that effective cleaning of the surrounding areas of the toilets (1m around the unit) is adhered to at all times. The cleaning will include the clearing and cleaning of any obstacles, grass or any other objects that will be 1m around the unit thus causing non-access to the unit or causing the unit to appear unsatisfactory.
- 20.2 Service provider(s) must note that all cleaning requirements must be adhered to at all times as expected. Failure to do so will result in measures being instituted in line with clause 8.2.

If the appointed service provider fails to remedy the breach of not adhering to the cleaning requirements as required, the failure may result to the cancellation of the contract. Once the contract with the

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prospective service provider has been cancelled, any service provider(s) appointed in other regions will be requested to clean the chemical toilets in the region affected as required.

21.OBJECTIVE CRITERIA

- 21.1
- In addition to the lowest price selection, Johannesburg Water applies the objective criteria in the evaluation of bids.
 - Tenderers will only be awarded one region irrespective of being the highest preference-ranking tenderer in other regions, unless Johannesburg Water cannot award a certain region to other Tenderers or the tenderer awarded a region is unable to deliver in which case, Johannesburg Water can then allocate more than one region to a tenderer. This will also be applicable during the duration of contract in cases where the contractor is unable to meet requirements.
 - Bidders are therefore requested to rank their preferred Region of operation from 1-6.
 - Allocation to Regions will be based on preferred Region provided by the bidder according to the price tendered
 - Johannesburg Water reserves the right to award a Region to a bidder that did not tender the lowest price if the first lowest bidder has been awarded to another Region.
 - To ensure value for money, Johannesburg Water will negotiate prices with service providers who are awarded contracts where the lowest price bidder has been passed over on the basis of the application of the objective criteria in terms of the above paragraphs and market related price.

22. OFF SITE DISPOSAL

- 22.1
- Service provider will dispose of waste at identified discharge points as indicated by the relevant Regional Manager.
 - Discharge at the offsite discharge point that is not accredited will be subject to applicable Municipal Tariff.

23.ADDITIONAL INFORMATION

- 23.1
- Any additional information may be obtained from Khomotso Modungwa on 011 688 5553 or email khomotso.mudungwa@jwater.co.za

24.NOTICE

- 24.1
- 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:-

- 24.1.1
- Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its

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domicilium citandi et executandi to which post it is delivered, in which event such notice shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved); or

- 24.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi, in which event such notice shall be deemed to have been received on the day of delivery; or
- 24.2 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its domicilium citandi et executandi.

20. General Conditions of Contract

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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.

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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

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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

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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

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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.

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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

21. 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 authorize 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 authorize the above information on behalf of the corporation/organization/payee.

Authorized representative of supplier

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

Signature : _____ **Designation** _____