



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntomi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

[www.johannesburgwater.co.za](http://www.johannesburgwater.co.za)

## REQUEST FOR PRICING (GOODS AND SERVICES)

Form No: JW SCM Dev MBD1

Revision No: 02

Effective Date: February 2023

|                                |   |                        |   |               |       |
|--------------------------------|---|------------------------|---|---------------|-------|
| RFP NUMBER:                    | JW RFP 17/04/2024   | CLOSING DATE:          | 26/04/2024                                  | CLOSING TIME: | 12H00 |
| DESCRIPTION:                   | SUPPLY OF METER READINGS AND AUDIT READINGS ON AN AS AND WHEN REQUIRED BASIS FOR 12 MONTHS. |                        |   |               |       |
| BRIEFING SESSION DATE AND TIME | NON-COMPULSORY<br><br>DATE: 22 APRIL 2024<br>TIME: 10:00 till 11:00                         | BRIEFING SESSION VENUE | TEAMS: <a href="#">Join the meeting now</a> |               |       |
| ISSUE DATE                     | 18/04/2024  |                        |   |               |       |

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

|  |                            |  |                          |
|--|----------------------------|--|--------------------------|
| <b>Bidding procedure enquiries <u>must</u> be sent to the below Official</b> |                            | <b>Technical enquiries must be directed to</b> |                          |
| <b>CONTACT PERSON</b>  | Monageng Matsepe           | <b>CONTACT PERSON</b>                          | Paul Jacobs              |
| <b>TELEPHONE NUMBER</b>  | 011 688 1977               | <b>TELEPHONE NUMBER</b>                        | 011 688 6688             |
| <b>E-MAIL ADDRESS (SCMU Enquiries)</b>                                       | monageng.matsepe@jwater.co | <b>E-MAIL ADDRESS</b>                          | paul.jacobs@jwater.co.za |

### SUPPLIER INFORMATION

|                         |             |  |               |
|-------------------------|-------------|--|---------------|
| <b>NAME OF BIDDER</b>   |             |  |               |
| <b>POSTAL ADDRESS</b>   |             |  |               |
| <b>STREET ADDRESS</b>   |             |  |               |
| <b>TELEPHONE NUMBER</b> | <b>CODE</b> |  | <b>NUMBER</b> |

**Directors:**

Mr Sipho Mthembu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),  
Mr Phetole Modika, Mr Siphamandla Mnyani, Mrs. Zandile Meeleso, Mr Pholoso Matjele, Mr Kgaile Mogoye,  
Mr Molate Mashifane, Ms Pamela Mabece, Mr Lunga Bernard, Mr Julias Maputla

Ms Kethabile Mabe (Company Secretary),

Johannesburg Water SOC Ltd

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|  |   |  |   |
|--|---|--|---|
| <b>CELLPHONE NUMBER</b>                |   |  |   |
| <b>E-MAIL ADDRESS</b>                  |   |  |   |
| <b>E-MAIL ADDRESS</b>                  |   |  |   |
| <b>VAT REGISTRATION NUMBER</b>         |   | <b>CIDB GRADING</b>                          | N/A   |
| <b>SUPPLIER COMPLIANCE STATUS</b>      | <b>TAX COMPLIANCE SYSTEM PIN:</b>   | <b>CENTRAL SUPPLIER DATABASE No:</b>         | MAAA  |
| <b>B-BBEE VERIFICATION CERTIFICATE</b> | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No | <b>B-BBEE SWORN AFFIDAVIT (EMEs OR QSEs)</b> | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |

### BID SUBMISSION:

- BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR AT JOHANNESBURG WATER HEAD OFFICE. EMAIL SUBMISSIONS WILL NO BE CONSIDERED.**
- THE SUBMISSION ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001.**
- Late bids will not be accepted for consideration. Late bids will not be accepted for consideration.
- All pricing/quotation must be submitted by completing the attached or on the official company letterhead, signed and accompanied by the returnable documents stated below.**
- 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 member's persons in the service of the state.

## 1. BACKGROUND

### Directors:

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Johannesburg Water (JW) conducts meter reading and data collection of 335 000 water meters monthly for the purpose of billing water consumed. The metering data collected is utilised by various departments to establish consumption trends within the City of Johannesburg.

In effort to mitigate against any shortfall in resources such as loss in staffing capacity through industrial action, tools and vehicles, a meter reading contract is required. We also seek to enhance auditing capacity to address various peaks in workload that occur during the year. The contract will not be limited to specific types of meters and will also include prepaid meters.

## 2. SCOPE OF WORK

- 2.1. Reading of conventional and prepaid water meters tabulated in an electronic list provided by Johannesburg Water (JW) on an as and when basis for a period of 12 months.
- 2.2. Providing information on final meter readings, scattered readings or audits on meter installations and property investigations. Information obtained from the must be furnished within 2(two) business days or as otherwise stipulated by JW.
- 2.3. The total number of meters to be read shall be specified by Johannesburg Water. The number of meter readings required to be read may be increased or reduced without prior notification. All meters shall be read on as and when required basis by JW, on the day(s) specified in writing by JW. This will be referred to as the Reading Period.
- 2.4. The nature of the contract is based on the needs of [JW](#); [thus](#), the contractor shall enter into an as and when required contract with [JW and](#) shall ensure that the relevant resources required to perform meter reading is available. Based on this JW shall be required to provide the contractor with a minimum notice period of 3 days before start of meter reading. A complete [extract](#) of JW areas will be provided to the contractor at take on of the contract, to allow for planning.
- 2.5. JW shall provide the Contractor with a list of meter reading codes. The Contractor shall provide JW with the relevant reading code, identifying anomalies that may

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- occur on site at the time of meter read or for the purpose of providing additional information. The list of codes may be amended by JW from time to time in writing.
- 2.6. Should the meter number onsite differ to the meter number on the original list provided by JW for the said reading period (hereafter referred to as change meters), the contractor should record the relevant read code on the original list and submit formatted list of change meters to JW upon submission of the meter reading file.
  - 2.7. Use of an electronic meter reading devices for the purpose of onsite data collection is compulsory.
  - 2.8. The contractor shall ensure date and time stamped photographs as well as GPS co-ordinates are recorded onsite upon collection of data. This data is to be submitted to JW on an electronic file via e-mail and/or File Transfer Protocol (FTP) upon submission of the completed meter reading files.
  - 2.9. In circumstances where a meter is not read due to unavailability of JW's customer(s), the Contractor shall leave a notice card advising the customer(s) that the water meter could not be read and the reason thereof. Photographic evidence is to be supplied to JW as proof. It is expected that repeat visits would be conducted to obtain a reading.
  - 2.10. The information specified on notice-cards shall be mutually agreed upon between JW and the Contractor.
  - 2.11. Contractor may be requested to employ meter readers in specific townships for meter reading.
  - 2.12. The contractor shall be required to provide adequate security to ensure the safety of its staff.
  - 2.13. Every record submitted to JW must be logged against an active user or meter reader for auditing purposes. Contractor(s) will be held accountable for the quality of information submitted to JW.
  - 2.14. The contractor shall ensure that the required personnel to action deliverables are available i.e. Meter Readers, Supervisors, Data Administrators, System Administrators and Contract Managers.

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- 2.15. All data obtained by or provided to the Contractor relating to the performance of services in terms of this contract shall remain the property of JW and shall be regarded as confidential. This data shall not be shared with any person not party to this contract.

## Areas of Operation

The summary consists of possible Normal Meter. A general location of these areas and time frame for completion and delivery of work to Johannesburg Water is provided per individual region.

This allocation of regions and areas is not fixed; however, a turnaround time of 5 days is allocated for each region. The purpose of this information is for preparing the pricing schedule.

| Region | General Location  |
|--------|---|
| A1     | Fourways/Midrand/Ivory Park/Diepsloot                             |
| B1     | Emmerentia/Randburg/Bergbron/Bryanston/Newclare/ Langlaagte       |
| C1     | Northwold/Allen's Nek/ Honeydew/ Roodepoort/Fleurhof              |
| D1     | Klipspruit/Protea Glen/Noordgesig/Orlando                         |
| E1     | Sandton/Alex/Greenstone/ Illovo                                   |
| F1     | JHB Central/City Deep/ Benrose/ Glenvista/Aspen Hills/Turffontien |
| G1     | Naturena/Eldorado Park/Ennerdale/Lenasia                          |

The summary consists of possible Scattered Meter Reading. A general location of these areas and time frame for completion and delivery of work to Johannesburg Water is provided per individual region.

This allocation of regions and areas is not fixed; however, a turnaround time of 5 days is allocated for each region. The purpose of this information is for preparing the pricing schedule.

| Regions | Estimated Meters | Days to complete | General Location                      | Reading Type |
|---------|------------------|------------------|---------------------------------------|--------------|
| A1      | 2 500            |                  | Fourways/Midrand/Ivory Park/Diepsloot |              |

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|                    |               |  |   |                   |
|--------------------|---------------|--|---|-------------------|
| B1                 | 1 500         | Population to be read and returned in 5 Days | Emmerentia/Randburg/Bergbron/Bryanston /Newclare/ Langlaagte      | Scattered Reading |
| C1                 | 2 500         |  | Northwold/Allen's Nek/ Honeydew/ Roodepoort/Fleurhof              |                   |
| D1                 | 500           |  | Klipspruit/Protea Glen/Noordgesig/Orlando                         |                   |
| E1                 | 2 000         |  | Sandton/Alex/Greenstone/ Illovo                                   |                   |
| F1                 | 3 500         |  | JHB Central/City Deep/ Benrose/ Glenvista/Aspen Hills/Turffontien |                   |
| G1                 | 500           |  | Naturena/Eldorado Park/Ennerdale/Lenasia                          |                   |
| <b>Grand Total</b> | <b>13 000</b> |  |   |                   |

The summary consists of possible Audit Meter Reading. A general location of these areas and time frame for completion and delivery of work to Johannesburg Water is provided per individual region.

This allocation of regions and areas is not fixed; however, a turnaround time of 2 days is allocated for each region. The purpose of this information is for preparing the pricing schedule.

| Regions            | Estimated Meters | Days to complete                             | General Location  | Reading Type  |
|--------------------|------------------|--|---|---------------|
| A1                 | 2 500            | Population to be read and returned in 2 Days | Fourways/Midrand/Ivory Park/Diepsloot                             | Audit Reading |
| B1                 | 1 500            |  | Emmerentia/Randburg/Bergbron/Bryanston/Newclare/ Langlaagte       |               |
| C1                 | 2 500            |  | Northwold/Allen's Nek/ Honeydew/ Roodepoort/Fleurhof              |               |
| D1                 | 500              |  | Klipspruit/Protea Glen/Noordgesig/Orlando                         |               |
| E1                 | 2 000            |  | Sandton/Alex/Greenstone/ Illovo                                   |               |
| F1                 | 3 500            |  | JHB Central/City Deep/ Benrose/ Glenvista/Aspen Hills/Turffontien |               |
| G1                 | 500              |  | Naturena/Eldorado Park/Ennerdale/Lenasia                          |               |
| <b>Grand Total</b> | <b>13 000</b>    |  |   |               |

## TENDER FORM AND PRICE SCHEDULE

### Directors:

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**To: Johannesburg Water (SOC) Ltd.**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer **SUPPLY OF METER READINGS AND AUDIT READINGS ON AN AS AND WHEN REQUIRED BASIS FOR 12 MONTHS.**

As specified, in conformity with the said bidding documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that JW is not bound to accept the lowest or any bid received or may award the tender in whole or in part.

Should my/our tender be successful, it be understood that a contract will come into existence for a period of twelve (12) months, which will commence from the date that the tender is awarded.

## **PRICING SCHEDULE**

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**NB: 1. The evaluation on price alteration will be conducted as follows:**

**1.1. 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.**

**1.2. 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 alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender.**

**ANY COMPLETION OF THE TENDER DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE TENDER.**

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the General Conditions of Contract, Special Conditions and Scope of work attached and hereby agree to provide the services listed below and provide results and certificates to JW in accordance therewith.

Tender prices must include all transport, labour and any equipment required to execute contract obligations.

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Please note that this is an as and when required contract and the quantities cannot be confirmed at this stage. Total costs to be based on the estimated monthly figures below:-

1. Normal Reading- 90 000 meters
2. Scattered Reading- 13 000 meters
3. Audit Reading- 13 000 meter

### SCHEDULE

| ITEM NO:    | ITEM DESCRIPTION  | COST PER METER(PER UNIT) (Ex VAT) | ESTIMATED QUANTITIES | TOTAL MONTHLY COST (Ex VAT) | TOTAL ANNUAL COST (Ex VAT) |
|-------------|-------------------|-----------------------------------|----------------------|-----------------------------|----------------------------|
| 1           | Normal Reading    | R                                 | 90 000 meters        | R                           | R                          |
| 2           | Scattered Reading | R                                 | 13 000 meters        | R                           | R                          |
| 3           | Audit Reading     | R                                 | 13 000 meters        | R                           | R                          |
| GRAND TOTAL |                   |                                   |                      |                             | R                          |

### CONTRACT PRICE ADJUSTMENT

This is a firm price tender

**Failure to adhere to this requirement will prejudice your tender**

Name of tenderer (in full): \_\_\_\_\_

Telephone number: \_\_\_\_\_

email: \_\_\_\_\_

Name of person authorized to sign this tender: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ 2024

### 3. EVALUATION CRITERIA

Directors:

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### a) Stage 1: Mandatory Requirement

1. Registration with Central Supplier Database (CSD),

**Bidders who fail to comply with the above mandatory requirement will be disqualified.**

### b) Stage 2: Administrative Evaluation

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA). Preferential Procurement Regulations 2022, Supply Chain Management Policy of Johannesburg Water (JW) and applicable Supply Chain Management Treasury Regulations.

#### **Returnable document**

1. SARS one-time TAX PIN,
2. municipal statement of account for both Director/s and Company (not older than three [03] months or a valid lease agreement),
3. annual financial statements (AFS) past three [03] years, (if required, audited financial statements)
4. Joint Venture / Consortium Agreement signed by all parties.
5. Valid BBBEE Certificate or certified copy thereof or a valid sworn affidavit
6. A completed and signed Invitation to Bid form MBD 1
7. A completed and signed Declaration of Interest form MBD 3.1
8. A completed and signed Declaration of Interest form MBD 4

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9. A completed and signed declaration of procurement above R10 million (vat included) form MBD 5
10. A completed and signed Preference Points Claim Form MBD 6.1
11. A completed and signed Declaration of Bidder's Past Supply Chain Management Practices MBD 8
12. A completed and signed Certificate of Independent Bid Determination (MBD 9)

### **B-BBEE validation requirements:**

- a) Valid original BBEE certificate or certified copy of valid BBEE certificate (Only Valid BBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- b) In case of a JV, the tenderer must provide a joint venture agreement signed by all parties and proof of a consolidated valid original BBEE Certificate or certified copy of BBEE Certificate of a joint venture is required. (both the agreement and the consolidated valid original BBEE Certificate or valid certified copy of BBEE Certificate must be submitted)
- c) A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a valid sworn affidavit.
- d) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
- e) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original or the Bidder must submit an affidavit stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon. A Bidder must submit their latest Annual Financial Statements signed off by the professional Accountant or Auditor.

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- f) Bidders who do NOT qualify as EME's and QSE's as outlined in (c) and (d) above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- g) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- h) Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Valid Sworn Affidavit score zero Valid Sworn Affidavits or certified copy of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

**i.e.**

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and State his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.

### **c) Stage 3: Functionality/Technical Evaluation Criteria**

A maximum of --100-- points will be allocated for functionality based on the following elements.

### **REFER TO THE TABLE BELOW**

**Directors:**

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Mr Phetole Modika, Mr Siphamandla Mnyani, Mrs. Zandile Meeleso, Mr Pholoso Matjele, Mr Kgaile Mogoye,  
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Ms Kethabile Mabe (Company Secretary),

Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30



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#### d) Stage 4: PRESENTATION AND SYSTEM DEMONSTRATION

Tenderers will be evaluated on presentation and system demonstration.

REFER TO THE TABLE BELOW

#### e) Stage 5: Financial offer:

The following aspects will be considered in the financial offer:

- 4.1. Costing for all items as described in the Pricing Schedule
- 4.2. Review of financial offer and discrepancies between total and calculations
- 4.3. 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.

When the value of the bid is estimated to not exceed R50 000 000 (all applicable taxes included) the 80/20 preference point system shall be applicable,  
The maximum points for this bid are allocated as follows:

| PREFERENCE POINT SYSTEM           | POINTS |
|-----------------------------------|--------|
| PRICE                             | 80     |
| SPECIFIC GOALS                    | 20     |
| Total points for Price and B-BBEE | 100    |

### PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS

#### Identification of preference point system

3.(1) An organ of state must, in the tender documents, stipulate—

- a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7;
- b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

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## Specific Goals

| SPECIFIC GOALS   | MEANS OF VERIFICATION  | POINTS ALLOCATION |
|--|--|-------------------|
| Business owned by 51% or more - <b>Black People</b>                            | Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.   | 5                 |
| Businesses located in a region within COJ/ COJ municipality / Gauteng province | Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.  | 5                 |
| Business owned by 51% or more- <b>Women</b>                                    | Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR<br>CIPC registration document showing percentage of ownership and share certificate where applicable | 10                |
| <b>TOTAL</b>   |  | <b>20 points</b>  |

## 5. AWARD STRATEGY

The tender will be awarded to the tenderer scoring the highest points in terms of Price and Specific goals.

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## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **supply of meter readings and audit readings on an as and when required basis for 12 months.**

**Name of Tenderer:** .....

**Description of Goods / Services provided**

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

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

**Contract/Project Value:** .....

**Total population:**.....

**Name of authorised person:** .....

**Signature:** ..... **Date** .....

**Telephone/Mobile:** .....

**Email:** .....

**Completed on behalf (Name of Client)** .....

**NB:** This document 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. 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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**Signature:** ..... **Date** .....

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## SPECIAL CONDITIONS

Johannesburg Water (JW) hereby intends, through this tender to appoint a contractor to render water meter reading and audit services. The successfully appointed contractor must agree to render their services on the terms and conditions of this tender. The appointment shall not create an employment contract or relationship. The Contractor therefore shall not be entitled to any benefits, which the employees of JW may contractually, or in equity be entitled to. The Contractor will be required to read conventional and prepaid water meters on the property.

### 1. DEFINITIONS

- |                        |   |
|------------------------|---|
| 1.1.1 "Business Day"   | Shall mean any day of the month including<br><br>Saturday and Sunday, excluding public<br><br>Holidays in the republic of<br><br>South Africa |
| 1.1.2 "Confidential"   | Shall mean any information, data documents or material<br>concerning or relating to the Business of JW or JW's<br>customer(s).                |
| 1.1.3 "Normal Reading" | Shall mean monthly meter readings in billing<br><br>portions as stipulated in the billing schedule.   |
| 1.1.4 "Audit Reading"  | Shall mean that additional meter readings<br><br>requirements or information that may be requested by<br><br>JW outside the normal reading.   |

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- 1.1.5 “Scattered Reading” Shall mean meter readings that are not occurring consecutively in the field.
- 1.1.6 “Date of Delivery” Shall mean the date stipulated in the contract for the delivery of the services
- 1.1.7 “Price” Shall mean price or prices tendered by the Contractor and accepted by JW for the execution of the Contract attached.
- 1.1.8 “Period of Contract” Shall mean 12(twelve) months from the date stipulated in the Letter of Acceptance.
- 1.1.9 “JW” Shall mean Johannesburg Water (State Owned Company) Limited a company duly incorporated With limited liability according to the Laws of the Republic of South Africa with the Registration number 2000/029271/07
- 1.1.10 “The Contractor” Shall mean the tenderer whose tender has been Accepted to render the required service in terms of The conditions of the Contract and at the price Accepted

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- 1.1.11 "Normal Region" Shall mean the billing region portion contained in the Billing schedule. The alternate shall be considered as reading files.
- 1.1.12 "The Parties" Shall mean JW and/ or the Contractor
- 1.1.13 "Customers" Shall mean a person/s who uses and or benefits From the provision of water provided by JW
- 1.1.14 "Effective Date" Shall mean the date of the last party signing off
- 1.1.15 "Month" Shall mean a period of one month according to The Gregorian calendar commencing with the first Day of that month
- 1.1.16 "VAT" Shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991, as amended
- 1.1.17 "Service" Shall mean the services to be rendered by the Contractor in terms of this agreement (including the Annexure hereto) for reading of water meters, This consists of normal reading, scattered and audited Reading.

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1.1.18 “Commencement Dates” Shall mean the date upon which the service tendered for Commences.

1.1.19 “This Agreement” Shall mean this agreement as well as annexures

1.2 The headings of the clause in this tender are of the purpose of convenience and reference only and shall not be used in the implementation of nor modify nor amplify the terms of the tender nor clause thereof.

1.3 Unless a contrary intention clearly appears, words importing anyone gender include the genders, the Singular includes the plural and vice versa, and natural persons include created entities (corporate or Incorporate) as well the state and vice versa.

1.4 The following documents shall be provided to the successful tenderer, namely:

1.4.1 Annexure “A” – The Billing Schedule

1.4.2 Annexure “B” – The Text File

1.4.3 Annexure “C” – Meter Reading Codes

1.4.4 Annexure “E” – Meter Make and Size Codes

1.4.5 Annexure “F” – Details required on Audit Readings

1.5 Where figures are referred to in numerals and in words and there is any conflict between the two, the words shall prevail.

1.6 When several days is prescribed such number of days shall exclude the first and include the last Day unless the last day falls on a Public Holiday in the Republic of South Africa, in

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which case the last day shall be the next succeeding day which is not a Public Holiday in the Republic of South Africa.

## 2. COMMENCEMENT, DURATION, COMPLETION, ALTERATION AND TERMINATION OF THE AGREEMENT

### 2.1 Commencement and Completion

This contract once awarded shall commence on the commencement date and shall extend beyond the final date. The services shall be commenced and completed at the times agreed upon between the parties subject to extensions in accordance with the agreement.

### 2.2 Delays

If the services are delayed or impeded by JW or by acts or omissions outside the reasonable control of the contractor to increase the amount or duration of the services

2.2.1 The Contractor shall inform JW of the circumstances and of the probable effects

2.2.2 Any increase in the time allocated for the completion of the services as well as any increase in the amount payable for the services shall be negotiated between the parties

### 2.3 Force Majeure

Neither party shall be liable for any delays or failure to perform due to force majeure. In the event of force majeure, it is agreed that, of the party gives notice of such situation to the other party within two weeks after the occurrence of such situation. The parties' obligation in terms of the agreement may be suspended by mutual consent if the inability to perform continues due to the situation.

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2.3.1 In the event of such suspension of such obligation of the Contractor, it shall be entitled to an extension for the completion of its obligation proportionate to the delay caused by such force majeure.

Should JW give the Contractor notice in terms of clause 18 below for the resumption of the service, the Contractor shall resume the performance of the services in terms of the agreement as soon as is reasonably practical.

### 2.3.2 ABANDONMENT, SUSPENSION OR TERMINATION BY NOTICE OF

JW shall be entitled to terminate this agreement without penalty in the event that the contractor cannot perform in terms of this agreement or to meet any of the expectations as set out in the scope of work at the cost provided.

### 2.3.3 DELIVERABLE

The billing schedule contains *inter alia* information on all of the meters to be read, the number of meters to be read, the date on which such meters are to be read, the date on which the information obtained from the meters read are to be furnished to JW.

The Contractor shall perform the reading of the Meters on Handheld Data Capturing devices (HHU) that are GPS enabled, allowing for photographic evidence and GPS co-ordinates to be collected and collection of Customer technical data tabulated in an electronic list, provided by JW or such other agreed upon list provided by JW. These Meter readings will be known as normal Meter readings.

The text file (which is the upload and download of information) contains *inter alia* information on each meter to be read in an area, records of the meters to be read which shall specify the location, meter numbers, property address and the number of the meters to be read and the layout of the meters to be read and those codes not referred to in JW read codes. The information furnished by JW is referred to as the download. Such information is downloaded from JW's system. The information supplied by the Contractor to JW after it has read the meters is referred to as the upload.

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The Contractor acknowledges and accepts that:

- a. The meter information supplied by JW is only a guide and may not be the same meter on site for the specific property. The Contractor shall complete and return the text file with the information in relation to the meter on site for the specific property as specified in the upload file.
- b. The property address supplied by JW may not be accurate and the Contractor must use this information as a guide. This, together with the stand information and a GIS map of the stand must be used to locate the specific property and thereafter the meter supplying that property.

The meter reading codes contains various codes to be used by the Contractor in rendering the service in terms of this agreement.

The Contractor shall record the reading of each meter read in the format provided by Johannesburg Water.

The Contractor shall complete and return the text file with the information as specified in the upload file, to JW after having read the meters

The Contractor shall supply to JW information on the meter make and size of each meter read in the format of a code.

The total number of Meters to be read shall be specified by JW as and when required. The number of Meter readings required to be read might be increased or reduced without prior notification by JW to the Contractor. All Meters shall be read as and when required on the day specified in writing by JW.

The aforesaid information shall be provided in a format specified by JW and furnished to JW and either by electronic means via electronic mail (e-mail) to the email addresses of JW or on a server duly specified and given access to by JW.

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Proof of the said information having been furnished by the Contractor via e-mail to JW shall be a printout of the said e-mail by the Contractor and compact disc or written receipt thereof by JW.

JW shall provide the Contractor with a list of Meter reading codes. The Contractor shall provide JW with the code under circumstances where a meter reading could not be obtained.

In circumstances where the Contractor is unable to read a meter of JW's for any reason due to JW's Customer, the Contractor shall leave at such property a notice-card advising the Customer that a reading of the meter could not be obtained and the reason and arrange with the Customer for the reading of the Meter. The Contractor must be able to provide proof of this if requested by JW.

The format and information specified on these notice-cards must first be approved by JW.

### 2.3.4 CODE OF CONDUCT FOR METER READERS

- Meter readers should be dressed in uniform for the customer to allow them into their property to read the meter. The uniform should have their company logo in the front right and JW/COJ logo at the front left side if the uniform shirt, jacket or reflector vest.
- The meter readers should be able to display their ID cards to the customer carrying their company's telephone numbers for the customer to verify the company.

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- The contractor shall be responsible for the recall and destruction of all branded gear issues to their employees, upon termination of employment or completion of the contract.
- The successful tenderer/s are to submit a code of conduct, approved by directors of the company.

### 3. Data Clean Up

Any incorrect, erroneous or inaccurate information furnished to the contractor by JW must be brought to the attention of the Meter Reading Manager of JW or delegated JW representative by the contractor at the same time as the text file is returned to JW.

The Contractor shall supply to JW information such as the condition of the inclination of the meter installation.

JW shall notify the contractor when the billing system file layout has been changed.

### 4. Standard of Service

4.1 The contractor shall exercise all reasonable care, diligence and skill in performing its obligations under the agreement. The Contractor shall carry out the services in conformity with JW Policy and sound professional practices and standards.

#### 4.2 The Contractor shall notify JW if it appears that:

4.2.1 in view of the information that has come to light that the services required revision for any reason whatsoever.

4.2.2 that the customer has tampered or is tampering with the meters

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**4.3 If for any reason the Contractor finds it incapable of completing the services as described, it will notify JW immediately, stating in full its reason**

4.3.1 The Contractor shall accept the responsibility for any breach of professional duty by reason of any error, omission or neglect occurring or committed by the Contractor in connection with the service performed by it.

#### **4.4 Reports, Documents and Information**

4.4.1 The Contractor shall not publish documents, make statements or distribute information related to the services without JW's consent.

4.4.2 The Contractor shall provide JW monthly with an activity report with the following information:

- I. A report on the routes of the meters that have been read
- II. The number of meters read per route, the number of meters not read, all flag, status, "cannot be read" and "read" codes
- III. A separate report indicating which meters were read in previous month and were not read in current month and the reason thereof,
- IIII. Any other relevant information as stipulated by JW.

#### **4.5 Record**

The Contractor will provide to JW on the day specified with the text file that includes the following report:

**Directors:**

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Ms Kethabile Mabe (Company Secretary),

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Registration Number: 2000/029271/30



## City of Johannesburg

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- 1) Number of meters read and where required the "Read code"
- 2) Number of meters not read with the "no read code"
- 3) The average reading-time

### 4.6 JW's Property

Anything supplied or paid for by JW for the use of by the Contractor shall be the property of JW and where practical shall be so marked. When the services are completed or terminated, the Contractor shall furnish inventories to JW of what has not been consumed in the performance of the services and shall deliver it as directed by JW.

### 4.7 Conflict of Interest

4.7.1 Unless otherwise agreed to in writing by JW, the Contractor, its personnel and staff shall not during the currency of this agreement have any interest in nor receive remuneration in connection with the rendering of the service except as provided for in this agreement, nor will it render advice nor render any service to any other party other than JW in respect of the services

4.7.2 Neither the Contractor nor any of its personnel or any of its staff shall knowingly engage, either directly or indirectly, in any business or professional activities in the Republic of South Africa which may conflict with the rendering of the service pursuant to this agreement.

## 5. Transport, Equipment and Facilities

JW shall not be responsible to provide or place at the disposal of the Contractor any Transport, vehicles, technical equipment, accommodation or services or anything else required for the proper execution of its duties in terms of this agreement. The Contractor must arrange and provide for everything necessary for the rendering of the service in terms of this agreement, including the purchase and use of reliable Meter Reading Handheld devices.

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## 6. Methods of Reading Meters

### 6.1 Meter Reading Regions

6.1.1 The meter reading shall be performed on a date specified by JW for a given billing region as and when required

6.1.2 The Contractor shall perform the meter reading process according to the Billing Schedule. JW shall not later than 30 days prior to the reading date of the billing region, provide the Billing Schedule to the Contractor.

6.1.3 The Billing Schedule will indicate for each working day of the month, the billing region to be read.

6.1.4 In the event the contractor encounters difficulties to read the meters on a specific day, the contractor may propose amendments to the Billing Schedule not later than 8 working days before the meter reading starts. The amendments cannot exceed 2 days compared to the scheduled day. Amendments have to be approved by JW not later than 4 working days before the meter reading portion starts. Should approval not be given within the aforesaid 4 working days, the amendments shall be deemed not approved.

6.1.5 Any Meter Reading Book defined for a specified day must be completed on the same day.

### 6.2 Meter Reading Routes and Sequence

6.2.1 JW shall provide the Contractor with the text file containing the meters to be read as well as the stand numbers and townships at which such meters are situated.

6.2.2 The Contractor shall determine the sequence and route of each meter to be read in a specific area in the most efficient and cost-effective manner.

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6.2.3 The Contractor shall record the abovementioned reading sequence and route in the upload file and maintain such route. The Contractor shall deliver such reading sequence and route with the updates to JW with every billing region submitted to JW.

### 6.3 Verification and Error Report

Before the Contractor uploads any meter reading information onto JW's system all exceptions, clock overs, readings yielding consumptions higher or lower than specific values set as parameters by the Contractor, shall be verified by the Contractor's supervisory staff.

Where no meter reading could be obtained or where conditions existed preventing the meter reading being obtained, then the "can't read" code or "reading" code as specified by JW must be supplied by the Contractor in the text file to JW.

## 7. Control of the Contractor

### 7.1 Payment of Invoice/s for Meter Readings

JW only pays for actual meter readings and certain "no read codes" where a meter site was visited but no reading could be obtained.

The "No Read Codes" correlating to the reasons below are the codes that JW does not pay for:

- a) Property Locked
- b) Entry refused
- c) Meter Obstructed by vehicle
- d) Presence of Dogs preventing access to property
- e) Meter Obstructed by Street Vendor
- f) Unable to Locate Meter

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- g) Meter not Read
- h) Meter covered/obstructed
- i) Unable to locate property/address

Payment of invoices on the contract will be made as follows:

- a) Payment will be effected within 30 days on receipt of invoice received from the Contractor by JW on condition that:
- b) Invoice(s) are correct
- c) The services rendered were acceptable to JW
- d) The price reflected on the invoice(s) corresponds with the tendered price.
- e) JW agrees with the number of meters downloaded, the number of meters on the upload file, number of meters read, number of meters not read with the reason provided and applicable penalties, if any, are reflected on invoice.
- f) Photographic evidence, GPS co-ordinates and Change meter information is furnished to JW as specified in the "Scope of service"
- g) The Particulars of the Contractor on the invoice corresponds with the particulars of the Contractor contained in this Agreement
- h) Information related to Audit Readings as specified by JW is submitted to JW in accordance to the "Scope of Work".

## 7.2 Disputed Invoices

7.2.1 If any item or part of an item in an invoice submitted by the Contractor is disputed by JW, JW shall give prompt notice with reasons and shall not delay payment on the remainder of the invoice, provided the Contractor provides JW with a new invoice for the remainder. The disputed part of the invoice will only be paid once the dispute is resolved and upon receipt of rectified invoice.

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### 7.3 Independent Audit

7.3.1 JW may, not later than 12 months after the completion or termination of the services at notice of not less than 7 days, require that a reputable firm of accountants nominated by its audit, at any amount claimed by the Contractor by attending during normal working hours at the office where the records are maintained.

## 8. Penalties

### 8.1 Incomplete Text Files/submission

A text file is complete when all the information required to upload the system of JW is supplied by the Contractor. Such information shall include the same records as the download file with the reading and or the fault codes, the meter reading date, the meter reading time and the meter reading code. A text file is also regarded as incomplete if the file format is not correct. JW shall not accept incomplete text files and would disregard such files and thus would regard the text file as being not delivered.

Late or non-submission of complimenting information/data such as photographic evidence, GPS co-ordinates and change meter data shall also be deemed as an incomplete submission. This data shall be held to the same standard as the text file in terms of quality and applicable penalties.

### 8.2 Late Delivery

The text file containing the information to be uploaded by JW onto its system and being complete in terms of 8.1 above, should be delivered to JW no later than 12H00 on the due date as stipulated on the approved Billing schedule. The actual delivered date and time refers to the date and time that JW indicates the file was received.

The Contractor must get confirmation from JW, of the delivery of the file within 30 minutes of issue. If delivery of the file cannot be confirmed, the Contractor must hand deliver a soft copy of said file to JW within 2 (two) hours after the delivery deadline as per the Billing schedule of said file. The Contractor needs to ensure that contingency measures are in place in times of power failures, IT related problems, staffing problems, etc, so that the deadline is adhered to.

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If a text file is delivered after the delivery date and time, JW may institute poor performance action, which may result in a penalty being applied to such file being:

- I. 5% non-payment of such file for every hour after 12h00 the file is delayed where file is delivered on same date as delivery date,
- II. 50% non-payment of such file if delivered the day after the delivery date,
- III. 100% non-payment of such file if delivered two (2) days after the delivery date.

### 8.3 Erroneous Readings

JW reserves the rights to audit the Contractor. A penalty will apply on the monthly invoice submitted by the Contractor in the following cases:

- I. Incorrect Reading provided
- II. A covered meter code is used by the Contractor, yet JW received a meter reading for the same property and meter as stipulated on the download file within 2 (two) weeks, before or after the read date provided by the Contractor.
- III. Not reporting an anomaly that leads to non-registered water consumption.
- IV. Incorrect or inconsistent use of no read codes.
- V. Providing a "no read" code when meter could be read.
- VI. Transposing of meter readings or meter numbers

For such proven error/s a penalty will apply as follows:

- I. 50 times the meter reading fee per identified error
- II. 100 % of the meters on a download file should be read. If less than 98% of the meters in the Domestic Portion are read, JW shall pay 85% of the invoice price for that specific download file.

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- III. At least 100% of the meters on an Audit Reading list should be read. If less than 95% of the meters in the check reading are read, JW shall pay 85% of the invoice price for that specific list.

JW views the falsifying of readings in a serious light. JW reserves the right to summarily terminate the Agreement if such action is detected. The application of penalties are for both conventional and pre-paid meter types.

The amount of the penalty and the percentage of acceptable unread meters will be revised every year for the duration of the contract. In the event of events beyond the control of the contractor exceptions will be considered with regard to penalties by Senior Management.

## 9 Incentive

If more than 95% of the meters in an "Upload file" are returned with billable actual reading, JW will pay an incentive of 10% of the invoice price.

If 95% of the meters in an Audit Reading File are returned with billable actual reading, JW will pay an incentive of 15% of the invoice price.

The amount of the incentive and the percentage of acceptable read meters may be revised every year.

## 10 Personnel

10.1 The Contractor shall appoint only competent, experienced and reliable staff for the execution of the service.

10.2 JW reserves the right to require the Contractor to recall any of the latter staff members whose services do not meet JW requirements. Such requirements shall be stated in writing together with the reasons thereof. In the case of illness and absence from work of any contractor's staff members in excess of one month, the contractor shall replace him/ her with another staff member of at least an equivalent qualification and relevant experience.

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10.3 Should the Contractor have to replace or withdraw any of its staff during the contract period for any reason whatsoever, any cost related thereto shall be borne by the Contractor and JW will not accept any drop in performance due to this.

10.4 The Contractor's staff will be required to conduct themselves in a proper manner when dealing with JW's customers and shall not solicit compensation nor accept any favours, bribes or compensation of any kind whatsoever from any JW's customers. The Contractor's staff shall under no circumstances tamper with any of the JW's meters or meter installations. Any staff member of the Contractor who is found guilty of any misconduct in terms of this agreement shall be withdrawn from performing the service and criminal charges will be laid against him/her.

10.5 The personnel and staff employed by the Contractor shall at all times carry identification cards authenticating them as employees of the Contractor which is rendering a service to JW when executing its duties in terms of this agreement. Such identification must be presented to any customer of the client on demand.

10.6 The Contractor must have established business premises from which it operates and the necessary management skills with experience in managing a labour-intensive operation. The Contractor shall ensure that all Meters are read using appropriate handheld devices, linked to an applicable software management system that is able to validate all meter readings, providing the Contractor appropriate exception reports that will be attended to and validated by Contractor's supervisory staff before sending meter reading file to JW, thus ensuring quality in information sent.

10.7 The Contractor must provide adequate on-site supervision of meter readers

10.8 The contractor shall only use trained and experienced staff in the execution of its duties in terms of this contract and in meter reading work. JW reserves the right to insist upon retraining of certain individual meter readers if it is found.

10.9 The contractor must have the necessary infrastructure and enough experienced staff to be in position to deal with JW's queries relating to meter readings.

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10.10 The Contractor warrants that it has the capacity in terms of personnel and staff to daily read the volume of meters as specified in terms of this agreement.

## 11. CONFIDENTIALITY

Under no circumstances shall any information pertaining to JW's customer database be sold, made available, divulged or in any manner whatsoever be communicated to any third party without the written approval of the Managing Director of JW.

The terms of this agreement and any information or data obtained by the Contractor arising out of this agreement, or from the performance of the services in terms of this agreement, shall be treated as strictly as confidential and shall not be divulged by the Contractor to any person not being a party to this agreement and shall not be used other than the purpose of the services without the written consent of JW.

## 12. LIABILITY AND INSURANCE

The Contractor shall obtain third party insurance cover for a minimum of R3 000 000.00 to indemnify JW against any claim for death, injury, damage or loss which may arise out of or in consequence of the execution of this contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

The Contractor shall be liable for any loss or damage, whether special, direct or indirect and whether arising in contract, indirect or otherwise to JW for or in connection with the services to the extent that it has arisen from any negligent or wilful wrongful act of the Contractor or its personnel or staff in the performance of the service.

## 13. INDEMNITIES BY THE CONTRACTOR

13.1 The Tenderer /Contractor acknowledges that certain areas in which conventional or prepayment water meters are to be read are known as hazardous areas. In these areas the Tenderer / Contractor is required to undertake reasonable, adequate and safety precautions

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to prevent foreseeable personal injury to persons and property encountering the hazardous areas

13.2 Johannesburg Water shall not be liable to the Tenderer / Contractor for loss of profit, loss of any contract or for any indirect loss or damage which may be suffered by it in connection with the services rendered in terms of the Tender / Contract. Indirect loss shall include, but not limited to, for the purpose of this clause loss of profits, loss of use, loss of production, loss of business or loss of business opportunity.

13.3 The Contractor shall indemnify and hold harmless Johannesburg Water, Johannesburg Water 's Personnel, and their respective agents, against and from all claims, damages, losses, and expenses (including legal fees and expenses) in respect of:

(a) bodily injury, sickness, disease, or death of any person whatsoever employed on or in connection with the Contract and the rendering of the services; and

(b) damage to or loss of any property real or personal, arising out of or in the course of or by reason of the Tenderer / Contractor rendering the service, the execution and completion of the services and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by Johannesburg Water, Johannesburg Water 's Personnel, or any of their respective agents

13.4 It is specifically recorded that nothing contained in this agreement shall be deemed to constitute the Contractor as the partner or agent or employee of JW and the Contractor shall not be entitled to hold himself out as such or to bind JW to any obligation with third parties or to pledge the credit of JW and the contractor shall be obliged to notify a third party such, as and the Contractor accordingly indemnifies JW against any loss, damages or expense suffered by JW arising from or caused by such actions of the Contractor. This provision shall survive the termination of this agreement for any reason.

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## 14. BREACH

If any party breaches any material term of this agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof) and fails to remedy such breach within 14 days of receipt of written notice requiring it to do so (or if not reasonably in the circumstances, provided that the party in breach furnishes evidence within the period of 14 days reasonably satisfactory to the other party, that it has taken whatever steps are available to it to commence remedying the breach) then the aggrieved party shall be entitled, without notice and in addition to any other remedy available to it a law or under this agreement, including obtaining and 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 the aggrieved party's right to claim damages.

## 15. ARBITRATION

15.1 The parties shall make every effort to settle any dispute or difference arising out of his agreement amicably between themselves

15.2 Save in respect of those provisions of the agreement which provide for their own remedies which would be incompatible with arbitration, a dispute which arises with regard to this agreement, or out of pursuant to this agreement or any matter which in terms of this agreement requires agreement by the parties, (other than where an interdict is sought or urgent relief may be obtained from a competent court of jurisdiction) may with the written consent of both parties be submitted to and decided by arbitration.

15.3 Such arbitration shall be subject to the Arbitration Act No.42 of 1995 as amended, and any legislation substituting same.

15.4 Such arbitration shall be held in Johannesburg at the registered head office of JW with only the parties and their representatives present thereat and in accordance with the Rules of Arbitration Foundation of South Africa.

15.5 It is the intention of the parties that such arbitration shall, where possible, be held and concluded within 42 days after same has been demanded. The parties shall use their best endeavours to procure the expeditions completion of the arbitration.

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15.6 The arbitrator shall in the case of:

- I. An accounting dispute be an impartial accountant practicing in Johannesburg of not less than 10 years standing, appointed by the parties, and failing agreement between the parties within three days after the arbitration has been demanded, the arbitrator shall be nominated by the institute of accountants of South Africa (or its successor in title)
- II. Primarily a legal dispute an impartial attorney practicing in Johannesburg of not less than 10 years standing appointed by the parties, and failing agreement between the parties within 3 days after the arbitration has been demanded, the arbitrator shall be nominated by the President for the time being of the Law Society of the Gauteng (or its successor in title)
- III. Any other matter, an independent person appointed by the parties to the dispute, and failing to agreement between the parties within 3 days after the arbitration has been demanded, the arbitrator shall be nominated by the Rules of Arbitration Foundation of South Africa and whose appointment shall be final and binding on the parties

15.7 The Arbitration shall be held in accordance with the formalities and/ or procedures to be settled by the arbitrator, and may be held in an informal and summary manner, on the basis that it shall not be necessary to observe or carry out the usual formalities of procedure, pleading and/or discovery or the strict rules of evidence.

15.8 The parties shall keep the evidence in the arbitration proceedings and any order made by any arbitrator confidential unless otherwise contemplated herein

15.9 The arbitrator shall be obliged to give his/her award in writing fully supported by reason. The award of the arbitrator shall be final and binding and will be carried into effect; any may be made an order of any court to whose jurisdiction the parties to the dispute are subject.

15.10 The provisions of this clause are severable from the rest of this agreement and shall remain in effect even if this agreement is terminated for any reason.

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65 Ntshavheni Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
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2107

Tel +27(0) 11 688 1400  
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15.11 The arbitrator shall have the power to give default judgment if any party fails to make submission on due date and/or fails to appear at the arbitration.

15.12 The arbitration shall be held within 14 days after it has been requested

## 16. JURISDICTION OF THE COURTS

16.1 Notwithstanding the provisions of clause 15 JW shall have the option to institute any action or proceedings arising out of this agreement in a Magistrate's Court of competent jurisdiction notwithstanding the fact that the amount involved in such action or proceeding may be beyond the jurisdiction of a Magistrate's court. The Contractor hereby consents to the said jurisdiction, such consent being regarded as an ad hoc consent with regard to any proceedings brought by JW in such court, or

16.2 To Institute such action or proceedings in a High Court of competent jurisdiction.

## 17. DOMICILIA

17.1 The parties choose as their *domicilium citandi et executandi* for all purpose under this agreement, whether in respect of court process, notice or other documents or communications of whatsoever nature(including the exercise o any option) the following addresses:

17.2 any party may be notice to the other party change the physical address chosen *domicilium citandi et executandi vis á-vis* that party to another physical address where postal delivery occurs in the city of Johannesburg or its postal address or its telefax number, provided that the change shall become effective *vis –á -vis* that addresses on the 7<sup>th</sup> business day from the receipt of the notice by the addressee as per our clause 17 below.

## 18. NOTICE

18.1. A 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:

Directors:

Mr Sipho Mthembu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),  
Mr Phetole Modika, Mr Siphamandla Mnyani, Mrs. Zandile Meeleso, Mr Pholoso Matjele, Mr Kgaile Mogoye,  
Mr Molate Mashifane, Ms Pamela Mabece, Mr Lunga Bernard, Mr Julias Maputla

Ms Kethabile Mabe (Company Secretary),

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18.1.1. Sent by prepaid registered post (airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered in which event such notice shall be deemed to have been received on the 7<sup>th</sup> business day after posting (unless the contrary is proved); or

18.1.2. 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

18.1.3. Sent by Telefax to its chosen telefax number stipulated in 16.1 in which event such notice shall be deemed received on the date of dispatch (unless the contrary is provided)

## 19. GENERAL PROVISIONS

### Good Faith

The parties shall display good faith in their dealings with each other.

### Whole Agreement, No Amendment & Waiver

19.2.1. These conditions constitute the agreement that may arise in the event the tender is accepted and a contract is concluded between the parties

19.2.2 No amendments or consensual cancellations of this agreement or any provision 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.

19.2.3 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement or any agreement, bill of exchange or other document issued or executed pursuant

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to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party from exercising its rights strictly in accordance with this agreement.

19.2.4. No Party shall be bound by any express or implied term, representation, or warranty, promise or the like not recorded herein, whether it included the contract and/or whether it was negligent or not.

19.2.5. Should circumstances arise which call for the modifications or amendments of the contract, same shall only be made by mutual consent given in writing.

## 20. PARTIAL INVALIDITY

The invalidity of one provision of the contract shall not affect the validity of the other provisions. Any discrepancy resulting as a consequence shall be filled by a provision consistent with the purpose of the contract, as agreed to in writing by the parties.

## 21. ASSIGNMENT

The Contractor shall not have the right to assign, cede or to transfer the benefits and the obligations of the contract or any parts thereof to any party without the prior written consent of JW.

## 1. GENERAL TERMS AND CONDITIONS

Price(s) quoted must be valid for at least ninety (90) days from date of your offer.

Price(s) quoted must be firm for the duration of the contract and must be inclusive of VAT.

Bidders will be afforded a period of two (2) days to complete the following returnable documents (MBD 1, MBD 3.1, MBD 4, MBD 5, MBD 6.1, MBD 8 and MBD 9) in instances where such forms are incomplete.

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Bidders who did not submit municipal statement of account or valid lease agreement for both the company and all active directors will be afforded a period of two (2) days to submit. In a case where the company or active Directors have municipal commitments overdue for more than 90 days they will be offered three (3) days to settle their overdue amounts or submit proof of an arrangement agreed to between that municipality and that company or Director.

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED BY THE STIPULATED TIME TO LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE

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INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

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

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

**GENERAL CONDITIONS OF CONTRACT (GCC) WILL BE APPLICABLE TO THIS RFP.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

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#### a) Functionality (Technical)

**A maximum of --100-- points will be allocated for functionality based on the following elements.**

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| CRITERIA NO #                         | CRITERIA  | EVIDENCE  | SUB-CRITERIA/CLAUSE  | MAX SCORE | SCORE |
|---------------------------------------|---|---|--|-----------|-------|
| 1                                     | <b>Tenderer's experience:</b><br><br>The tenderer to have a minimum of 2 years' experience in performing meter reading in a public or private environment.  | Tenderer to provide reference letter/s from their client/s indicating meter reading experience, with a minimum total population of 15000.<br><br><i><b>NB:</b> the tenderers client is required to complete the contactable reference template provided in the tender document in full or all the same information be provided in the client's letter head.</i> | <b>Sub-Criteria</b>  | 100       |       |
|                                       |   |   | < 2 Years' experience with a minimum total population of 15000 |           | 0     |
|                                       |   |   | 2 Years' experience with a minimum total population of 15000   |           | 60    |
|                                       |   |   | > 2 Years' experience with a minimum total population of 15000 |           | 100   |
|                                       | MINIMUM QUALIFYING SCORE  |   |  |           | 60    |
|                                       | TOTAL/MAXIMUM QUALIFYING SCORE  |   |  |           | 100   |
|                                       | <i>Tenderers will be required to achieve a minimum score of ---60--- points for functionality to proceed for further evaluation on presentation and system demonstration. Failure to achieve a minimum score of 60 points for functionality will disqualify the tenderer.</i> |   |  |           |       |
| PRESENTATION AND SYSTEM DEMONSTRATION |   |   |  |           |       |

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| CRITERIA NO # | CRITERIA   | EVIDENCE  | SUB-CRITERIA/CLAUSE | MAX SCORE | SCORE  |
|---------------|--|---|---------------------|-----------|--------|
|               | Presentation and system demonstration on Microsoft Teams | <p><b>Tenderer to present the meter reading system in full operation.</b></p> <ul style="list-style-type: none"> <li>• Demonstrate that the system has validation capabilities,</li> <li>• Photographic evidence</li> <li>• Geo location of the meter</li> <li>• Demonstrate the ability for the system to receive and return meter reading file</li> </ul> | COMPLIANT           |           | YES/NO |

***\* Failure to comply with the presentation and system demonstration evaluation will disqualify the Tenderer. Tenderer that passed presentation and system demonstration will proceed further for pricing and specific goals evaluation.***

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**JOHANNESBURG WATER (SOC) LTD**

**GENERAL CONDITIONS OF  
CONTRACT**

## **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**1. Definitions** 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the

supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means Delict

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

#### **5. Use of contract documents and information inspection**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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

#### **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's

performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.



## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

## **12. Transportation**

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rands unless otherwise stipulated.

## **17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## **18. Variation in contractual hours**

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

**19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20.Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

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

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

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

## **28. Limitation of Liability**

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

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

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

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

### **32. Taxes and duties**

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

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

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

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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restrictive practices**

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

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

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

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

|                     |                    |
|---------------------|--------------------|
| Name of Bidder..... | Bid Number.....    |
| Closing Time .....  | Closing Date ..... |

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

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

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

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

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

\*Delete if not applicable

**SIGNATURE(S) OF AUTHORIZED PERSON .....**

**DATE:.....**

**Name of  
bidder.....  
.....**

**Name of authorized person (in block letters) .....**



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

### 1. GENERAL CONDITIONS

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

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

1.2 The applicable preference point system for this tender is the 80/20 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  | 80         |
| SPECIFIC GOALS                                   | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

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

## 2. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|--|---|---|
| Business owned by 51% or more - <b>Black People</b>                            | <b>5</b>  |   |
| Businesses located in a region within COJ/ COJ municipality / Gauteng province | <b>5</b>  |   |
| Business owned by 51% or more - <b>Women</b>                                   | <b>10</b>   |   |

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, hareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM 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.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

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

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

.....

.....

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

i. for the past three years , or

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

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

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

- 3.2 If yes, provide particulars.

.....



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

4.1 If yes, furnish particulars

.....  
.....

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

**YES / NO**

5.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

| Item  | Question   | Yes                                 | No                                 |
|-------|--|-------------------------------------|------------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                     |                                    |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>   | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:  |                                     |                                    |
| 4.3   | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

|             |  |                                 |                                |
|-------------|--|---------------------------------|--------------------------------|
| 4.3.1       | If so, furnish particulars:  |                                 |                                |
| <b>Item</b> | <b>Question</b>  | <b>Yes</b>                      | <b>No</b>                      |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:  |                                 |                                |
| 4.5         | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:  |                                 |                                |

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:\_\_\_\_\_that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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

## PART A INVITATION TO BID

|   |  |               |  |               |
|---|--|---------------|--|---------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE</b> (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY) |  |               |  |               |
| BID NUMBER:   |  | CLOSING DATE: |  | CLOSING TIME: |
| DESCRIPTION   |  |               |  |               |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |  |               |  |               |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

|  |  |  |   |  |
|--|--|--|---|--|
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
|  |  |  |   |  |
| <b>SUPPLIER INFORMATION</b>  |  |  |   |  |
| NAME OF BIDDER   |  |  |   |  |
| POSTAL ADDRESS   |  |  |   |  |
| STREET ADDRESS   |  |  |   |  |
| TELEPHONE NUMBER   | CODE   |  | NUMBER  |  |
| CELLPHONE NUMBER   |  |  |   |  |
| FACSIMILE NUMBER   | CODE   |  | NUMBER  |  |
| E-MAIL ADDRESS   |  |  |   |  |
| VAT REGISTRATION NUMBER  |  |  |   |  |
| TAX COMPLIANCE STATUS  | TCS PIN:   |  | <b>OR</b>   | CSD No:  |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| <b>TOTAL NUMBER OF ITEMS OFFERED</b>   |  |  | <b>TOTAL BID PRICE</b>  | <b>R</b>   |
| <b>SIGNATURE OF BIDDER</b>   | .....<br>_____   |  | <b>DATE</b>   |  |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>   |  |  |   |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                 |  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                  |  |
| DEPARTMENT   |  |  | CONTACT PERSON  |  |
| CONTACT PERSON   |  |  | TELEPHONE NUMBER  |  |
| TELEPHONE NUMBER   |  |  | FACSIMILE NUMBER  |  |
| FACSIMILE NUMBER   |  |  | E-MAIL ADDRESS  |  |
| E-MAIL ADDRESS   |  |  |   |  |



## PART B TERMS AND CONDITIONS FOR BIDDING

|  |  |  |  |  |   |  |  |  |  |  |
|--|--|--|--|--|---|--|--|--|--|--|
| <b>1. BID SUBMISSION:</b>  |  |  |  |  |   |  |  |  |  |  |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>   |  |  |  |  |   |  |  |  |  |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |  |  |  |  |   |  |  |  |  |  |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>   |  |  |  |  |   |  |  |  |  |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |  |  |  |   |  |  |  |  |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p> | 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....