

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 061/25 CLOSING DATE: 11 SEPTEMBER 2025 CLOSING TIME: 10:30 AM

DESCRIPTION: SUPPLY, DELIVERY, AND INSTALLATION OF SMART MANHOLE COVERS ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

BRIEFING SESSION	COMPULSORY: YES
BRIEFING DETAILS	DATE AND TIME: 11 AUGUST AT 12:00 VENUE : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 VENUE : AUDITORIUM ATTENDANCE OF THE BRIEFING SESSION IS COMPULSORY
TENDER SUBMISSION DETAILS	BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 PLEASE ALLOW SUFFICIENT TIME TO ACCESS THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME. TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM

BIDDER INFORMATION				
NAME OF BIDDER				
NO. OF DOCUMENTS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		MAAA No	
OTHER STATUS	COIDA No.		CIDB No	

EMPLOYER INFORMATION			
DEPARTMENT	OPERATIONS	DEPARTMENT	SCM
CONTACT PERSON	TROY CEBEKHULU	CONTACT PERSON	NTHABISENG MATABANE
TELEPHONE NUMBER	011 938 5522	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	Troy.cebekhulu@iwater.co.za	E-MAIL ADDRESS	nthabiseng.matabane@iwater.co.za

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

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

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

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

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

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

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

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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1. Tender Notice and Invitation to Tender

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

CONTRACT NO. – JW OPS 061/25- SUPPLY, DELIVERY & INSTALLATION OF SMART MANHOLE COVERS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

The tender document will be available in the form of a download from the Johannesburg Water website (www.johannesburgwater.co.za /supply chain/tenders) starting from **04 August 2025**

The Employer is Johannesburg Water

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on **11 September 2025**

Address is as follows:

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

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

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

A valid and binding contract with the successful tender/s will be concluded once Johannesburg Water has awarded the contract. Johannesburg Water (SOC) Ltd and the successful tenderer/s will sign the Letter of Award which together with the submitted tender document will form the contract.

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

2. Documents and Information That will Form Part of The Contract

The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury’s CSD registration as well as SARS tax compliance requirements for contract award. The below will form part of the tender document, the tenderers are therefore encouraged to submit the returnable and or documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column or not obtaining points for Specific Goals. Tenderers are encouraged to ensure that their Tax status remains Tax Compliant on CSD throughout the process to avoid delaying the process or being eliminated at award stage.

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

Table 1

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	Tender Cover:				
	Name of Tenderer	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	Mandatory Documentation: Tenderers who do not provide any of the mandatory documentation will be eliminated				
	Tenderers who qualify as Authorized Suppliers/ Channel Partners for the hardware & software of the smart manholes please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner. • If Original Equipment Manufacturer (OEM) for the hardware and software, provide letter on your letter head indicating you are the OEM	•	•		
	Signed and completed pricing schedule	•	•		
	Tenderer attended Compulsory Briefing Session	•	•		
	Tenderer submitted the technical specifications of the smart manhole covers	•	•		
	Tenderer submitted Quality Assurance documentation in line with ISO9001 for the manufacturing, handling, and supply processes of the hardware	•	•		
	Tenderer submitted SANS required quality certificates indicating the load bearing capacity of the manhole covers	•	•		
	Tenderer submitted warranties and life span details for the components	•	•		
	Signed MBD 3.2 - Pricing Schedule – Non – Firm Prices (Purchases)				
3.	Administrative Documentation:				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	Any qualifications. If “Yes”, reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•			
	Joint Venture, consortium, or equivalent agreement	•	•		
4.	Functionality Documentation:				
	Tenderer to submit contactable references on provided template or client's letterhead	•			
	Provision of samples of the smart manhole covers and locking mechanisms for a live demonstration at the provided address. JW will contact all qualifying Tenderers to arrange for the live demonstration	•			
5.	Specific Goals:				

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	Business owned by 51% or more -Black People	•			
	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath. 				
	Business owned by 51% or more – Black Youth	•			
	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath. 				
6.	Scope of Work:				
	Scope of Work and Specifications	•	•		
7.	Terms and Conditions:				
	General Conditions of Contract	•			
	Contract Data – for infrastructure contracts	•			
	Special Conditions of Contract	•			
8.	Other Documents				
	Letter of Award			•	
	Bank Details Form			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – if applicable		•		
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable			•	

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price, points for specific goals and MBD6.2 Local Production and Content.

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

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

CERTIFICATE OF AUTHORITY

3. Certificate of Authority

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

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

(I) Certificate For Company

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

Chairman:

As Witnesses: 1.....

2.....

Date:

CERTIFICATE OF AUTHORITY

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

CERTIFICATE OF AUTHORITY

(III) Certificate For Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

CERTIFICATE OF AUTHORITY

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

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

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

CERTIFICATE OF AUTHORITY

(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses :

1.

2.

Date :

ACKNOWLEDGEMENT OF BID CONDITIONS

4. Acknowledgement of Bid Conditions

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

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

- 6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as specified.
- 7 Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 8 We understand that Johannesburg Water is not bound to accept the lowest or any tender it may Receive.

ACKNOWLEDGEMENT OF BID CONDITIONS

- 9 Should my/our tender be successful, it be understood that a contract will come into existence for

The duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

IMPORTANT CONDITIONS

- 1 Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the e-tender portal.
- 2 Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
- 3 If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
- 4 Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
- 5 All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown.
- 6 Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein and should be bound in such a way that pages will not go missing.
- 7 Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Tender documents received contrary to this requirement will be disqualified.
- 8 It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
- 9 Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.
- 10 Pricing schedule will be issued to panellists and must be completed and signed in accordance with award strategy.

ACKNOWLEDGEMENT OF BID CONDITIONS

- 11 Tenderer's authorized signatory to sign or initial next to the price alteration.
- 12 The evaluation on price alteration will be conducted as follows:
 - 12.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
 - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
 - 12.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
 - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
 - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
 - 12.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
 - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.
- 13 The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
- 14 The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.
- 15 Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.
- 16 Johannesburg Water reserves the right to enter into mandated negotiations to achieve cost effectiveness with any one or more selected tenderers in accordance with Johannesburg Water's approved SCM procurement policy.
- 17 Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
 - a) reasonableness of the financial offer
 - b) reasonableness of unit rates and prices
 - c) the tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

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

JW reserves the right to award contracts and tenders at its discretion on the basis of the following

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

SIGNATURE(S) OF AUTHORIZED PERSON

DATE:

Name of bidder.....

Name of authorized person (in block letters)

INVITATION TO BID

MBD 1

5. Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER					
BID NUMBER:	JW OPS 061/25		CLOSING DATE: 11 SEPTEMBER 2025		CLOSING TIME: 10:30
DESCRIPTION:	SUPPLY, DELIVERY, AND INSTALLATION OF SMART MANHOLE COVERS ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	NTHABISENG MATABANE		CONTACT PERSON	TROY CEBEKHULU	
TELEPHONE NUMBER	011 688 1512		TELEPHONE NUMBER	011 938 5522	
E-MAIL ADDRESS	nthabiseng.matabane@jwater.co.za		E-MAIL ADDRESS	Troy.cebekhulu@jwater.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No
PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

INVITATION TO BID

MBD 1

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

**PRICING SCHEDULE – NON-FIRM PRICES
(Purchases)**

MBD 3.2

6. Price Schedule – Non-Firm Prices MBD 3.2

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid number: JW OPS 061/25
Closing Time: 10:30am	Closing Date: 11 September 2025

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

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

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

** "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

PRICING SCHEDULE – NON-FIRM PRICES (Purchases)

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
 (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
 D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
 R1t, R2t = Index figure obtained from new index (depends on the number of factors used).
 R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

The following index/indices must be used to calculate your bid price:

FACTOR	INDEX	BASE DATE	ANNIVERSARY

**PRICING SCHEDULE – NON-FIRM PRICES
(Purchases)**

MBD 3.2

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE
TOTAL	100%

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION OR OTHER SOURCE	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SIGNATURE(S) OF AUTHORIZED PERSON

DATE:.....

Name of bidder.....

Name of authorized person (in block letters)

DECLARATION OF INTEREST

MBD 4

7. Declaration of Interest MBD 4

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

DECLARATION OF INTEREST

MBD 4

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.

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

3.13.1 If yes, furnish particulars.

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

3.14.1 If yes, furnish particulars:

DECLARATION OF INTEREST

MBD 4

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1 PREFERENTIAL PROCUREMENT REGULATIONS OF 2022

8. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 -80/20.

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
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1 PREFERENTIAL PROCUREMENT REGULATIONS OF 2022

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1 PREFERENTIAL PROCUREMENT REGULATIONS OF 2022

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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more - Black People	10	
Business owned by 51% or more – Black Youth	10	
Total	20	

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 Tenderer 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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

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

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

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

10. Certificate of Independent Bid Determination MBD 9

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of : _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

11. Proof of Good Standing with Regards to Municipal Account

The tenderer is to affix to this page:

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

Note:

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

RECORD OF ADDENDA

12. Record of Addenda

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

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

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

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		

SIGNATURE(S) OF AUTHORIZED PERSON:

NAME AND SURNAME

DATE:

SCOPE OF WORK

13. Scope of Work

General

This section specifies and describes the supplies, services and engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

Scope

The Scope of the Work is set out in two portions:

Portion 1: Project Specification covers a general description of the project, the facilities available and the requirements to be met.

Portion 2: Variations and additions to the standardised specifications covers variations to the standardised specifications and particular specifications, which are applicable to the contract.

Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.

SCOPE OF WORK

PORTION A: PROJECT DESCRIPTION AND GENERAL INFORMATION

PS 1 DESCRIPTION OF THE WORKS

PS 1.1 EMPLOYER'S OBJECTIVES

Johannesburg Water provides water and sanitation services to approximately 5.5 million households making it the biggest metro by population size in South Africa. JW supplies 1.6 billion litres of potable water per day, through a water distribution network of 12 369 km, 128 reservoirs and water towers, and 37 water pump stations. Wastewater is then collected and reticulated via 11 820 km of wastewater distribution network and 38 sewer pump stations. With the increasing risks to communities posed by vandalism and theft of manhole covers coupled with a deficient asset registry, Johannesburg Water is embarking on innovative ways to eliminate these challenges. This will be achieved through the use of smart manhole covers. The covers must be able to lock electronically and mechanically. They must have geographical location and their monitoring must be completed through Joburg Water's SCADA.

PS 1.2 OVERVIEW OF THE WORKS

The work to be carried out under this contract includes the supply and installation of intelligent manhole covers which are to be monitored through Joburg Water's SCADA platform. The installed items must have mechanical and electronic locking systems in place. Maintenance and training of the Joburg Water staff on the use of the intelligent manholes systems will also be carried out under this contract. Where necessary the service provider may be required to completed retrofitting for the installation of the smart covers to the exiting infrastructure.

PS 1.3 EXTENT OF THE WORKS

The extent of the works to be carried out under this contract includes the following works:

- Supply & installation of Heavy Duty 600mm diameter short manhole cover with illumination and vibration sensor, with mechanical and electronic locking.
- Supply and installation of Heavy Duty 1000mm diameter manhole cover with illumination and vibration sensor, with mechanical and electronic locking.
- Supply and installation of Heavy Duty 700mm diameter manhole cover and coping with illumination and vibration sensors, with mechanical and electronic locking.
- Supply and installation of Heavy Duty 700mm diameter 2A manhole cover with mechanical locking.
- Supply and delivery of low energy keys for access management integrated with monitoring platform i.e., SCADA.

SCOPE OF WORK

- Associated concrete works and ancillaries required for the retrofitting of the intelligent manhole lids into the existing Joburg Water infrastructure,
- Integration of the manhole monitoring platform into Joburg Water's SCADA,
- Training of Joburg Water Operations staff on the use of the smart manholes infrastructure.

The Service Provider's obligations shall also include strict compliance with any Environmental requirements and reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Service Provider under the Contract.

PS 1.4 LOCATIONS OF THE WORKS

The works will be implemented within the borders of the City of Johannesburg, the works will cover installation in all the Joburg Water Depots. The areas to be covered as per the City of Johannesburg Regions are as follows:

- Region A: Midrand Depot; Zandfontein North and South Depot, Randburg Depot
- Region B: Randburg Depot; Zandfontien depot North and South; Langlaagte depot; Klipspruit Depot
- Region C: Humburg Depot; Randburg depot. Klipspruit depot
- Region D: Klipspruit Depot; Avalon depot
- Regional E: Zandfontein North and South; Southdale Depot; Randburg Depot
- Region F: Southdale Depot;
- Region G: Ennerdale Depot; Klipspruit Depot

SCOPE OF WORK

Abbreviations

For the purpose of this Contract the following abbreviations shall have the associated meaning:

ASCII	: American Standard Code for Information Interchange
BEE	: Black Economic Empowerment
BS	: British Standard
CD	: Compact Disk
CE	: Civil Engineering Works
CoJ	: City of Johannesburg
COP	: Code of Practice for Work within the Road Reserve
DVD	: Digital Versatile Disk
DTM	: Digital Terrain Model
ECSA	: Engineering Council of South Africa
EDA	: Enterprise Declaration Affidavit
EMP	: Environmental Management Plan
EPWP	: Expanded Public Works Programme
Ext	: Extension
GB	: Gigabytes
GCC	: General Conditions of Contract
GIS	: Geographic Information System
HD	: High Definition
JRA	: Johannesburg Road Agency
JW	: Johannesburg Water (SOC) Ltd
Kl	: Kilolitres
l	: Litres
LOS	: Level of Service
MI	: Megalitres
MPEG	: movie photographic experts group
MSCC	: Manual for Sewer Condition Classification, Fourth Edition (2004)
PI	: Professional Indemnity

SCOPE OF WORK

SABS	: South African Bureau of Standards
SAGC	: South African Geomatics Council
SAICE	: South African Institute of Civil Engineers
SANS	: South African National Standard
SD	: Standard Definition
SOP	: Standard Operating Procedure
WGS	: World Geodetic System
WRC	: Water Research Commission
uPVC	: Unplasticized Polyvinyl Chloride
USB	: Universal Serial Bus
VAT	: Value Added Tax

SCOPE OF WORK

PS 1.5 TEMPORARY WORKS

The service provider shall inform the Employer of any temporary works which may need to be carried out in order to complete any of the supply and installation works.

Further, the service provider shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

PS 2 ENGINEERING

PS 2.1 EMPLOYER'S DESIGN

There are no designs issued by the Employer.

PS 3 PROCUREMENT

PS 3.1 PREFERENTIAL PROCUREMENT PROCEDURES

The Employer's promotes preferential procurement. The philosophy of the process and mechanics of the points scoring system are described in MBD 6.1, which is included in the returnable documents.

SCOPE OF WORK

PS4 CONSTRUCTION

PS 4.1 GENERAL CONDITIONS AND APPLICABLE STANDARDS

PS 4.1.1 General Conditions

The "Special Condition of Contract" to be read in conjunction with the "General Conditions for Construction Works 2015 Third Edition (GCC 2015).

PS 4.1.2 Applicable Standardized Specifications

The Standard Specifications for all associated civil work applicable to this Contract shall be:

SANS	Description
1200 A	: General (1986)
1200 LD	: Sewers (1982)
558:2009	: Cast iron surface boxes and manhole and inspection covers and frames
1882:2003	: Polymer concrete surface boxes, manhole and inspection covers, gully gratings and frames
1879: 2021	: Precast concrete suspended slabs
1294: 2020	: Precast concrete manhole sections and components

Reference is made to certain provisions of:

SANS 1921-5 Construction and management requirements for works contracts: Earthworks activities which are to be performed by hand. SANS 1914-5 Targeted construction procurement: Participation of targeted labour

All the above specifications are not issued with this volume but are available at the Service Provider's expense from: Standards South Africa,

These Specifications are not issued with this volume but are available at the Service Provider/Contractor's expense from Standards South Africa:

Physical Address	Postal Address	Telephone No.	Fax No.	Email Address
1 Dr Lategan Road, Groenkloof PRETORIA	Private Bag X191 PRETORIA 0001	012 428-7911	012 344 1568	sales@sans.co.za

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear. For "maintenance period" read "Defects Liability Period in terms of Clause 1.1.1.13 of the General Conditions of Contract, 2015" wherever it appears

SCOPE OF WORK

PS4.1.3 Other Standards

Other Standard Specifications applicable to this Contract shall be:

City of Johannesburg Metropolitan Municipality, Public Road and Miscellaneous By-laws, Code of Practice for work in the road reserve (COP), Latest Version. NOTA BENE: Should any requirement of this COP conflict with any requirement of the standardized or particular specifications the requirements of the COP shall prevail. The COP is available at Johannesburg Roads Agency Offices, Wayleaves Department, Contact number: (011) 298 5000

PS4.2 Particular generic specifications

PS4.2.1 Minimum health and safety requirements

This section of the specifications is to be read in conjunction with the Contract Health and Safety specifications, included as Volume 2. The following requirements shall be deemed minimum compliance requirements to ensure the health and safety of the public and workers during the execution of the Contract:

PS4.2.3 Metric measurement

All dimensions of infrastructure shall be in metric units, including for conduits, chambers and manholes.

PS4.2.4 Site preparation

No alterations beyond what is required for Works are to be made. Service Provider shall confine all activities to designated work areas, to the absolute minimum required.

PS4.2.5 Encountering of water during operations

The service provider is to inform the Employer or Employer's Representative of any water encountered during the supply and installation of the manhole lids. The water shall be dealt with and attended to by the respective depot with instruction from the Employer's Representative.

PS4.2.6 Site restoration

Following all Works completion, the service provider shall disassemble all equipment and restore the site to original condition. Any noticeable surface defects, due to the executed Works, shall be repaired by the service provider. All the removed manhole covers shall be delivered to the respective depot.

PS4.2.7 Testing

All sampling and testing of material in accordance with manufacturers specifications.

PS4.2.8 General product requirements

SCOPE OF WORK

PS4.2.8.2 Shelf life

The shelf life of the offered product shall be stated and the expiry date displayed on each item. The service provider shall ensure that the product supplied will survive the Contract Period or replace the product at their cost. Warranties for each item installed shall be submitted to the Employer's Representative.

PS4.2.8.4 Approved products

Only products that have been tested and which have been approved by the SABS and ISO9001 shall qualify.

PS4.2.8.5 Application rates

As specified by the manufacturer

PS 4.3 PLANT AND MATERIALS

The Service Provider is required to provide all plant and materials necessary to carry out the works as specified and required. No additional allowances other than those already specified in the Schedule of Rates shall be allowed for with respect to plant and materials.

PS4.3.1 Site safety and precautions against nuisance

The Works are to be conducted in an urban area where high volumes of pedestrian and vehicular traffic may prevail. The watching, barricading, lighting and traffic control on site shall be carried out in strict compliance with these specifications. The service provider shall ensure that all safety measures are strictly adhered to. The service provider shall ensure that excavations on sidewalks within the road reserves or within the erven, do not at any time present a safety hazard to pedestrians. All excavations that remain open overnight are to be adequately protected.

The service provider shall provide all safety materials and equipment necessary for barricading and safeguarding the excavations if any. The safety of staff and labour involved with the Works and the security of installations, plant and equipment is of major concern and need special attention during the execution of the Works.

Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 07:00 and 17:00. Any work outside normal hours will be permitted only on the written authority of the Employer's Representative. Wherever excavations or loading of material is liable to form dust, an effective method of spraying water over the excavated area and loaded material shall be instilled. Any rock or debris falling from trucks on the roads shall be removed immediately. Precautions shall be taken to prevent fouling of public roads or private surfaces. The Employer's Agent may order the Service Provider to broom off and clean roads or surfaces where debris may constitute a danger to the public or a nuisance to the owners.

PS 5.1 SEQUENCES OF THE WORKS

Notwithstanding any changes that the Employer's Representative deems necessary the sequences should include the following:

- Mobilisation, project planning and control and communications to stakeholders
- Site survey of manhole covers/lids to be replaced as directed by the respective depot

SCOPE OF WORK

- Measurements of quantities of the works that will require concrete works for the retrofitting.
The concrete works shall be pre-casted and supplied to site.
- Written approval from Operations Manager/ Depot Manager to proceed with the manhole cover/lid replacement scope and retrofitting works as required, as specified by the affected depot
- Manhole covers/lids replacements and installations with sensors
- Delivery of mechanical and electronic keys to the respective depots
- Training to staff on the utilization of the keys and the monitoring platform

PS 5.2 QUALITY PLANS AND CONTROL

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications rests with the service provider, and the service provider shall, at his own expense, institute a quality-control system and provide experienced personnel, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control will be deemed to be included in the rates tendered for the related items of work.

On completion and submission of every part of the Works to the Employer's Representative for examination, the service provider shall furnish the Employer's Representative with proof of quality in the form of a data pack containing measurements, levels, specification sheets, SANS and local content certificates results to indicate compliance with the scope of work.

PS 5.3 FORMAT OF COMMUNICATIONS

The service provider and Employer shall follow the communication protocol through the Employer's Representative and service provider's representatives. Communication media applicable shall be site meetings, telephone, letter and email.

PS 5.4 CAUSES FOR REJECTION

Causes for rejection shall include, but not be limited to, not complying to the Employer's requirements and/or specifications and the intended purpose for this Contract, thus:

- a) Failure to submit specification and warranty sheets as required.
- b) Visible damage of manhole lids within provided life span.
- c) Sensor failure and delayed reporting of alarms
- d) Failure to operate manhole lids due to non-operating keys (mechanical & electronic)
- e) Poor technical support to the staff.
- f) Failure of IOT support system
- g) Failure to submit SABS, ISO9001 and local content certificates.
- h) Poor quality construction and remedial works.

SCOPE OF WORK

- i) Cracks in any concrete works or pre-cast units shall be cause for rejection.
- j) Honeycombed or patched areas in any concrete works or pre-cast units in excess of 0.02m² shall be cause for rejection.
- k) Corroded steel apertures

PS 5.5 Protection against water and storms

The service provider shall be responsible for the full adequate protection of the works against damage due to storms, rain, floods, stormwater, subsoil water and seepage from whatever source. The service provider shall take over the site where the works has to be executed at the beginning of the Contract Period and the full risk and cost of dealing with all water shall be borne by the service provider.

PS6.3 Political and Community unrest

The service provider shall notify the Employer or its duly Authorized Representative/s of any unrest situation and shall indicate all active Contract sites affected.

PS 7 HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK

The Occupational Health and Safety Specification of the Employer's is bound in Volume 2 of these contract documents. Volume 2 forms an integral part of the Contract Specification and, in particular, shall be a part of the HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK.

In terms of Construction Regulation 5 (1) (b) of the Construction Regulations 2014, the Employer is required to compile an occupational health and safety specification for any intended project and to provide the specification to prospective tenderers.

The objective of this specification is to ensure that the principal Service Provider entering into a contract with the Employer achieves and maintains an acceptable level of occupational health and safety performance.

The specification provides the requirements that the principal Service Provider and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

The Service Provider, appointed by the Employer in terms of Construction Regulation 5 (1) (k), is required to prepare an occupational health and safety plan.

This plan has to be prepared in terms of Construction Regulation 7 (1) as well as the Employer's occupational health and safety specification. In terms of Construction Regulation 7 (1) (L), the Employer and the Principal Service Provider are required to agree on the occupational health and safety plan before any work may commence.

The principal Contractor's/Service Provider's health and safety plan has to follow the framework in Volume 2, as a minimum.

PS 7.1 Precaution against Pollution and Contamination

The Service Provider shall take all necessary steps and precautions to prevent pollution of the surrounding area by his employees in any way. Any debris falling from construction vehicles and plant shall be removed immediately. Every care should be taken ensure protection of the facilities where construction work is to be carried out. Including ensure protection of the boreholes during installation to avoid contamination of the groundwater.

SCOPE OF WORK

PS 8 ENVIRONMENTAL MANAGEMENT

Tendering Contractors/ Service Providers are to adhere to the mitigation measures listed in the EMP (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimized or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

SCOPE OF WORK

PORTION B: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

The following variations and additions to the SANS 1200 Standardized Specifications referred to in the last clause of Portion A apply to this Contract. The prefix PS indicates an amendment to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardized Specification and clause numbers in SANS 1200.

SCOPE OF WORK

PSA GENERAL

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

a) Additional

ADD THE FOLLOWING DEFINITIONS:

“General conditions: The General Conditions of Contract specified for use with this Contract and the special conditions of Contract as applicable.

Specified: As specified in the standardized specifications, the Drawings, or the Project Specifications. Specifications shall have the corresponding meaning.”

GENERAL

- a) The dimension for the manhole covers and frames shall be as specified in SANS 1882 – 2003 and SANS EN 124 - 2015 or BS EN 124 or SANS 50124. Tenderers may propose other material than specified and must however provide the relevant SANS specification. Material that has zero to minimal scrap value is most preferred. For the replacement covers the dimensions shall be as specified in the SANS 558 - 1973 specifications. Where such dimensions, for the replacement covers, differ to that of the existing cast iron frame a suitable cover shall, with the correct bearing load, be manufactured to suit the existing cast iron frame.
- b) The load bearing requirements as indicated on the items to be procured, in conformance with the relevant SANS and EN specifications shall be met.
- c) All covers must be manufactured with lifting slots embedded into the cover or must be opened with the aid of the mechanical key.
- d) All surfaces shall be acceptably neat in appearance with all excess material and sharp projections removed.
- e) The successful tenderer(s) shall provide a test certificate from a reputable testing facility, indicating the load bearing capacity of all the covers and frames to SANS 1882 – 2003 and SANS EN 124 - 2015 or BSEN 124 or SANS 50124. For the replacement covers a test Certificate, indicating the load bearing capacity of the cover in the conventional cast iron frame, shall be provided.
- f) The covers and replacement covers shall be level with the road or ground area after installation.
- g) All covers shall have sufficient anti-slip projections cast into the top surface of the covers so as to adequately perform their intended function.

SCOPE OF WORK

h) The manhole smart covers and manhole rings shall be supplied in the industry standard light-beige grey colour.

i) The following information shall be legibly cast or embossed onto the covers:

- The manufacturers name and/or trademark
- The type of the manhole cover
- The duty class of the cover
- The SANS or EN standard number
- The date manufactured
- The Johannesburg Water approved Logo.

j) Detailed material specifications and drawings (details of the type of material used to manufacture the proposed items to be offered by the tenderer) for the proposed replacement covers will be requested from the successful tenderer.

PSA 3 SMART MANHOLE COVERS

a) Heavy Duty 650mm diameter lid & frame

Supply and delivery of heavy duty 650mm diameter manhole lid and frame. The metal component to be contained is 304 Stainless Steel, if applicable. The lid is to be raised and have a non-slip pattern. The lid is to be fitted with illumination and vibration sensors and be access controlled both mechanically and electronically with the monitoring platform (SCADA). The co-ordinates of the location of the lids to be recorded on the monitoring platform. Quality Assurance to be in accordance with ISO9001. Top slab to be cast in concrete, and to fit existing chambers, where necessary. Load impact and strength to be as per the stipulated SANS standards.

b) Heavy Duty 700mm diameter lid & frame

Supply and delivery of heavy duty 700mm diameter manhole lid and frame. The metal component to be contained is 304 Stainless Steel, if applicable. The lid is to be raised and have a non-slip pattern. The lid is to be fitted with illumination and vibration sensors and be access controlled both mechanically and electronically with the monitoring platform (SCADA). The co-ordinates of the location of the lids to be recorded on the monitoring platform. Quality Assurance to be in accordance with ISO9001. Top slab to be cast in concrete and to fit existing chambers, where necessary. Load impact and strength to be as per the stipulated SANS standards.

c) Heavy Duty 1000mm diameter lid & frame

SCOPE OF WORK

Supply and delivery of heavy duty 1000mm diameter manhole lid and frame. The metal component to be contained is 304 Stainless Steel, if applicable. The lid is to be raised and have a non-slip pattern. The lid is to be fitted with illumination and vibration sensors and be access controlled both mechanically and electronically with the monitoring platform (SCADA). The co-ordinates of the location of the lids to be recorded on the monitoring platform. Quality Assurance to be in accordance with ISO9001. Top slab to be cast in concrete and to fit existing chambers, where necessary. Load impact and strength to be as per the stipulated SANS standards.

d) **Heavy Duty 2A Replacement lid**

Supply and delivery of heavy duty 630mm diameter manhole lid and frame. The metal component to be contained is 304 Stainless Steel, if applicable. The lid is to be raised and have a non-slip pattern. Access control to be mechanical only. Quality Assurance to be in accordance with ISO9001. Load impact and strength to be as per the stipulated SANS standards.

PSA 3.2 MECHANICAL KEYS

Supply of threaded keys that operate on the principle of a left-handed unique thread, mated to the same thread on the inside of the locking spindle in the manhole lid. The spindle is to be attached to a spring-loaded latch, locking the manhole lid on the underside the manhole frame. The keys to be made from cast stainless steel 304 with threading that matches the manhole lids.

PSA 3.3 ELECTRONIC / BLUETOOTH KEYS

Supply of Digitized low energy keys for access management integrated with monitoring platform. The digitized low energy keys to be water ingress and dust proof, battery powered and have a mobile operating compatibility with Android and iOS operating systems. The user interface is to be provided through an app, to proprietary software installed on a smartphone. Data communication to the software is to be provided by pairing the smartphone of the authorised user to the key via the interface. Access requests are to be pre-authorised and downloaded to keys uniquely assigned to users, via the smartphone. The internal memory to be with adequate storage data. The key is to manage all communication with the locks to authenticate the user and operate the system.

SCOPE OF WORK

PSA 3.4 SENSORS

a) Illumination and Vibration sensor

Supply, deliver & commission vibration & luminosity sensors with access control for the manhole lids. The sensor must raise alarms for any illumination and vibration as per the settings to be provided by the depot. The delivery time for all alarms raised to be instantaneous. The unit to be dust and water ingress protected. Quality assurance to be as per ISO9001. The sensors use to be adaptable to both water and sanitation conditions. Manufacturer's warranty to be provided for each unit installed.

PSA 3.5 MONITORING PLATFORM

Johannesburg Water is looking for a solution that will allow for a smart manhole locking mechanism to fully integrate with the existing Johannesburg Water supervisory control and data acquisition (SCADA) system. The outcome of the tender is to ensure a fully integrated solution which will achieve the following objectives:

- A physical lock integrated with a Mobile App (cellular phone / tablet) which can be scheduled for access control.
- A central database back-end that facilitates bi-directional communication.
- API (application programming interface) Access point to facilitate full integration between the lock's database and the present Johannesburg Water's SCADA solution, in this instance being Adroit Technologies.
- A HTML 5 Web front-end that allows a central Control Station Technician (operator) and or authorised field supervisors / managers to manage and schedule the locking process.

The following is a high-level description of the required components required to achieve the desired outcomes.

SCOPE OF WORK

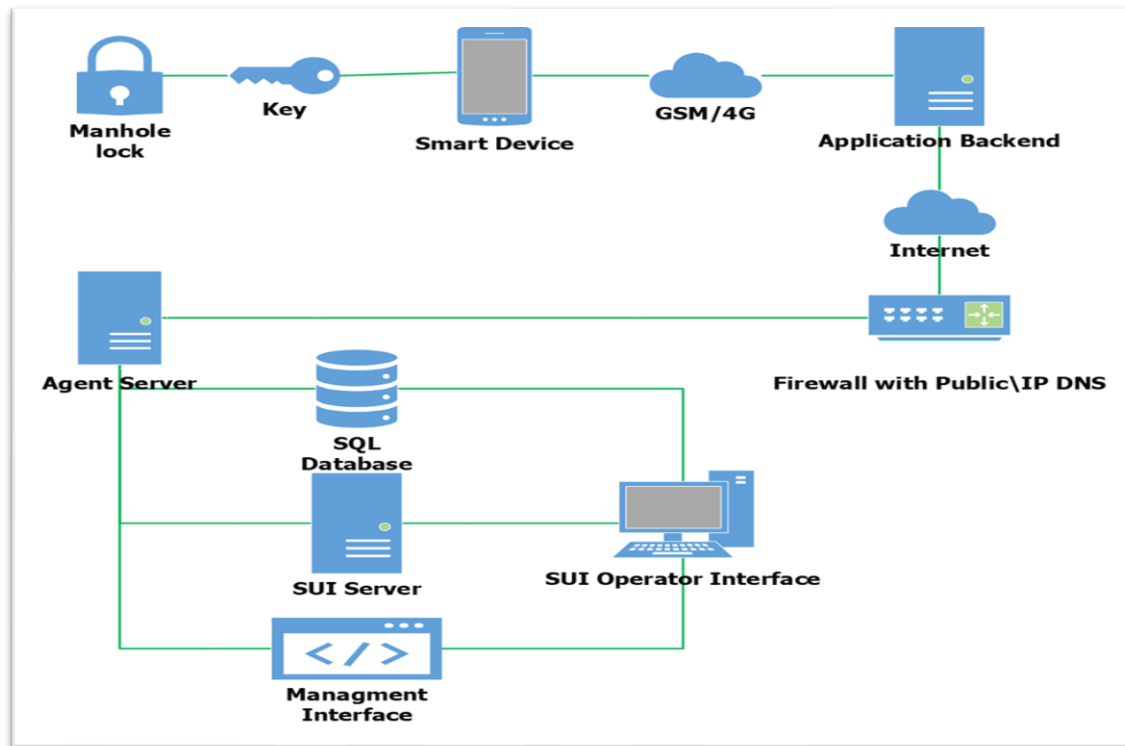


Figure 1 – Typical System Architecture.

Manhole Lock

A passive physical lock that is fitted to the manhole cover which is unlocked when a key energises it via induction. The lock mechanism also requires that a tamper device be fitted that can communicate to the application back-end independently of the system described in steps 2 and 3 below. The tamper device should also be self-powered for a specified period or number of messages sent. Both devices require unique identification number which are transmitted and retained with in all data packets transfers.

Lock Key

A self-powered device that is controlled via a mobile application that connects to the phone (device) via a Bluetooth connection.

Smart Device

A supported cellular phone or appropriate smart device which runs an application that is made up of two parts

- **Scheduler** – The schedule will be configured on the systems back-end by a system administrator via the back-ends HTML 5 web interface and then downloaded on to the smart device. This will dictate when a lock can be interacted with.

SCOPE OF WORK

- **Control** – The app will let the user know when they can open or close the lock. When the scheduled period is active the user, via the apps interface, will then be able to send an open or close command to the key which will energise the lock to perform the required action

All actions and errors performed on the smart device, will be sent to the system back-end, via a GSM/4G connection, for reporting purposes.

Application Back-end

The applications back-end will perform several rolls

- Capture data which is sent via the Smart App. Then stores the data for an appropriate period.
- A HTML 5 Interface that allows users to perform all operation and management tasks.
- A multi-tier Security model that caters for operations, data access, configuration, and administration.
- Setting up “Call-backs” which are data packs with set parameters, that are sent via the cloud / internet to a predefined public IP or DNS port that will be routed to the Johannesburg Water Agent server which will consume the data packet. These “Call-backs” will be responsible for transmitting all actions and errors performed by the Smart device. All “Call-backs” must contain the corresponding devices unique identification number. The “call-back” must be fully documented.
- A HTML 5 API that will facilitate secure two-way communication between the back-end and any 3rd party application, Typically the Adroit SUI (smart user interface) server. The API must be fully documented.

The Application back-end needs to be hosted and administered by the OEM (original equipment manufacturer) of the locking solution. The back-end also requires a support agreement between the OEM smart lock provider, Johannesburg Water, and the OEM SCADA.

Firewall with Public IP \ DNS

A firewall is a network security system that monitors, and controls incoming and outgoing network traffic based on predetermined security rules. All incoming and outgoing traffic via the Public IP \ DNS will be managed by the Firewall. For preference the Firewall should be a physical device and not software based and be managed by Johannesburg Water ICT department.

Agent Server

The OEM SCADA Agent server will be responsible for the following:

- **Scanning** – The agent server will list on a list of predefined ports and all call-backs that are routed to the ports will be unpacked and set to the corresponding Agent as per the device’s unique identification number.
- **Alarming** – A multi-tier alarming strategy to be implemented so the Control Station Technician (operator) in the Johannesburg Water Telemetry Control Centre will be notified to all activities.

SCOPE OF WORK

- **Logging** – All data captured by the Agent Server to be sent to the Johannesburg Water SCADA SQL server for reporting purposes.

SQL Server

The current Johannesburg Waters SQL Server is to be used for the storing and processing of all data sent from the Agent Server for this project scope.

Smart User Interface (SUI) Server

The current Johannesburg Water Adroit SUI server will be responsible for the following.

Adroit Data source – This data source will be used to subscribed to the corresponding Agents and alarms in the Agent Server

API (Script) Data source – This data source will cater to all communication to the applications back-ends API.

Graphic Forms – A Overview graphic form which will display the entire solutions status. A templatised faceplate that will display a unique locks status.

Management Interface

The HTML 5 interface will be imbedded in a graphic form which will be made available to the Telemetry Control Centre's Operators / Managers.

Smart User Interface (SUI) Operator Interface

The current Johannesburg Water's stations will be used to display and interact with the entire solution.

Other required attributes of smart locking manholes

The following are a list of attributes to be considered when determining the correct Smart Manhole locking solution:

- Lock must be easily secured to the manhole cover
- Quick setup and deployment of units
- GPS location to track movement
- GEO fencing of lock with alarms
- Detect movement of manhole cover
- Detect Hard Hits (vibration)
- Detect Light (photo sensitive cell)
- Early warning on possible issues such a no communication, low battery
- Low Maintenance (including long battery life of devices)
- Able to communicate effectively throughout the city and rural areas
- Cloud based database logging and API integration
- Local Support and Training

SCOPE OF WORK

- Agile platform to easily configure, develop additional requirements and alarms

PSA 3.6 LOCAL SUPPORT, TRAINING AND TECHNICAL SUPPORT

The service provider is to provide full twenty-four (24) hour technical support for the Johannesburg Water teams for the full-term warranty or indicated lifespan of the installations. The technical support is to be provided for various foremen and managers from the various depots, communication will be centralised through the Employer's Representative for non-urgent matters. The service provider is to complete training for the operations team and the technical support team. The training must include training manuals and will be conducted at the various Johannesburg Water Depots and the technical support team.

SCOPE OF WORK

Features requiring special attention

PSA3.7 Work outside normal working hours

The Service Provider is permitted to work outside of normal working hours only upon obtaining written permission from the Engineer. It is anticipated that a part of the works may take place outside of normal working hours.

PSA 3.8 Sanitary facilities

The Service Provider is required to supply adequate sanitary facilities for own team during the manhole cover installation .

PSA 3.9 Community liaison and community relations

For the purpose of this contract a community liaison officer will not be required; however, the Service Provider may be required to inform the community with regards to activities in particular where such activities may affect the service provision to the affected community.

PSA 3.10 Generic labour-intensive specifications

EPWP guidelines shall not be applicable to this Contract, although it is expected that the Service Provider executes the majority portion of the works utilising labour, but skilled labour.

SCOPE OF WORK

PS2.0 Health and Safety for Construction Work

Tendering Contractors/Service Providers are to prepare Health and Safety Plans in accordance with Johannesburg Water's Health and Safety Specification (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). The legal imperatives for this requirement stem from the Construction Regulations (2003), and more specifically the following:

- Regulation 4(1)(a): A client shall prepare a documented health and safety specification for the construction work, and provide any principal Service Provider/Contractor who is making a bid or appointed to perform construction work for the client with the same
- Regulation 4(1)(d): A client shall take reasonable steps to ensure that each principal Service Provider/Contractor's health and safety plan is implemented and maintained on the construction site.
- Regulation 4(2): A client shall discuss and negotiate with the principal Service Provider/Contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- Regulation 5(1): A principal Service Provider/Contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification.

PS 2.1 Project-related Occupational Health and Safety Risks

According to the Construction Regulations (2003), a Health and Safety Plan "means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified". Apart from complying with the Health and Safety Specification (Volume 2), specific attention is drawn to the identification and assessment of risks. The tendering service providers are required to consider *inter alia* the following risks (where applicable):

Project- and site-specific risks:

- Opening and closing manholes covers;
- Existing services;
- Traffic control;
- Excavations;

Safe work and emergency procedures need to be prepared to address the abovementioned risks.

PS 2.2 Guide to risk assessments

PS 2.2.1 Nine steps to Effective Risk Assessments

- | | |
|--------|---|
| Step 1 | Identifying the current as well as emerging hazard, risks or exposures. |
| Step 2 | Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential be repeat itself on a frequent basis. |
| Step 3 | Involve as many people as possible in the ongoing risk assessment process especially those at risk. |
| Step 4 | Gather all the information and analyze it. |
| Step 5 | Look at what actually could or has occurred including non-routine operations. |
| Step 6 | Use a systematic approach to ensure all hazards are adequately addressed. |
| Step 7 | Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration. |

SCOPE OF WORK

- Step 8 Ensure the process is practical, realistic, cost and business effective.
 Step 9 Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

PS 2.2.2 How serious is it?

Probability

- A Common
 B Has Happened
 C Could Happen
 D Not Likely
 E Practically impossible

Consequences

- 1 Fatality or permanent disability.
 2 Major injury.
 3 Average Lost Time Injury.
 4 Minor Injury.
 5 Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequence	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk rating

- 1 - 3 = Serious
 4 - 5 = High
 6 - 7 = Moderate
 8 - 9 = Acceptable

Action

- Immediate (within 1 week).
 Within 1 month.
 > 4 weeks.
 No action but will consider from time to time.

SCOPE OF WORK

PS3.0 Environmental Management Plan

Tendering Service Providers are to adhere to the mitigation measures listed in the Environmental Management Plan (EMP) (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimised or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

Portion 2: Variations and additions to the standardised specifications

There are no variations or additions to the standard specifications referenced in this document.

EVALUATION

14. Evaluation

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

Summary of Evaluation Stages:

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
<p>Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process. A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.</p>	<p>These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorised representative must fully complete and sign and provide administrative documents such as director's and company's municipal statement or valid lease agreements which must be valid and submitted before tender award. Should the MBD authority to sign and other administrative documents not be submitted or be incomplete, the tenderer will be given three (3) days to submit or complete them after receiving a request in writing from JW, should the tenderer not comply with requirement, the tenderer may be disqualified, and may will be considered for award.</p>	<p>Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.</p>	<p>The tender will be evaluated on the 80/20 preference points system according to the award strategy which is to award to the highest-ranking bidder on price and specific goals. The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted. Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing.</p>

1. Stage 1: Mandatory Evaluation Criteria:

NO.	MANDATORY CRITERIA	YES
1	<p>Tenderers who qualify as Authorized Suppliers/ Channel Partners for the hardware & software of the smart manholes please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p> <ul style="list-style-type: none"> If Original Equipment Manufacturer (OEM) for the hardware and software, provide letter on your letter head indicating you are the OEM 	Yes
2.	Signed and completed pricing schedule	Yes
3.	Tenderer attended Compulsory Briefing Session	Yes
4.	Tenderer submitted the technical specifications of the smart manhole covers	Yes
5.	Tenderer submitted Quality Assurance documentation in line with ISO9001 for the manufacturing, handling, and supply processes of the hardware	Yes
6.	Tenderer submitted SANS quality certificates indicating the load bearing capacity of the manhole covers	Yes
7.	Tenderer submitted warranties and life span details for the components	Yes
8.	Signed MBD 3.2 - Pricing Schedule – Non – Firm Prices (Purchases)	Yes

NB: Bidders that fail to comply with the above mandatory requirement may not be considered further for evaluation.

2. Stage 2: Administrative Evaluation Criteria:

NO.	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT
1.	Annexure	Certificate of Authority or Board Resolution Letter granting authority to sign	Complete and submit
2.	MBD 1	Invitation to Bid Form	Complete and signed MBD 1 Form.
3.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.
4.	MBD 4	Declaration of Interest	Complete and signed MBD 4 Form.
5.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and signed MBD 6.1 Form.
6.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and signed MBD 8 Form.
7.	MBD 9.	Certificate of Independent Bid Determination	Complete and signed MBD 9 Form.

EVALUATION

8.	Annexure – Proof of Specific Goals	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
9.	Annexure	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document	Submit applicable documentation with the tender submission
10.	Annexure	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document.	Submit applicable documentation with the tender submission
11.	Annexure	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
12.	Annexure	Joint Venture Agreement, Consortium or equivalent signed by all parties	Submit applicable documentation with the tender submission

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals, and MBD 6.2 Local Production and Content.

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

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

EVALUATION

3. Stage 3 Functionality Evaluation Criteria:

PART A

The total Weighting is 100 and the Minimum Qualifying Score is 70. The following aspects will be considered during the functional evaluation

CRITERIA No.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX-SCORE	SCORE
1	Tenderer's experience in the supply of smart manhole covers with two locking mechanisms and a monitoring platform for water/ sewage/ fiber network applications .	Supporting documents required include: <ul style="list-style-type: none">Contactable Reference Letters orReferences on client letterhead. Note: <i>This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders</i>	Number of projects completed in the past 3 years	100	
			0-1 projects completed		0
			2-3 projects completed		70
			4 or more projects completed		100
	MINIMUM ACCEPTABLE SCORE				70
	MAXIMUM ACCEPTABLE SCORE				100

The 3 years will be calculated from the tender closure date.

Tenderers who FAIL to meet the technical criteria or requirements of tender will be disqualified.

Note: It is the Tenderer's responsibility to ensure that the Contactable References are contactable. A reference check with the Tenderer's reference will be done for the Tenderers that have scored the minimum qualifying score. The Contactable Reference will have 5 working days from time of request by Johannesburg Water to confirm, in writing, the information on the Contactable Reference letter. Failure to confirm the reference by the Tenderer's reference contact within the stipulated time will result in the points for contactable reference not being allocated to the Tenderer.

3.1 Live Demonstration

PART B

CRITERIA No.	CRITERIA	EVIDENCE	COMPLIANT WITH ALL REQUIREMENTS (YES/ NO)
2	Live Demonstration of the smart manhole technology provided by Tenderer	Preparing of samples of the smart manhole covers and locking mechanisms for a live demonstration at the provided address. JW will contact all qualifying Tenderers to arrange for the live demonstration post Tender closing.	Compliant with requirements: (Yes/No)

Below is the check list for the technical requirement for live demonstration

Qualifying tenderers who have passed the Mandatory, Administrative and Part A: Technical Evaluations will be afforded five (5) working days to prepare present a live demonstration of the smart manhole technology offered. The live demonstration will be held at the JW's premises. The invites will be shared with qualifying bidders.

The following criteria will be used to evaluate the live demonstration of the smart manholes:

Item	Description	YES/ NO
1.	Operational capability of smart manhole cover Live demonstration showing the capabilities of the smart manhole covers, locking mechanisms and the responsiveness of the sensors	
2.	Locking mechanisms provided Locking mechanisms to be provided as indicated in the Scope of Work and Specifications	
3.	Monitoring Platform Live demonstration of the IOT communication between the smart manhole covers and the monitoring platform	

4. Stage 4 Price and Preference Points Evaluation: only applicable to appointed panelists

4.1 Pricing

The following aspects will be considered in the financial offer:

- Service Providers shall be provided with Bill of Quantities at work allocation stage on an as and when basis.
- Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.
- The tender will be evaluated on the 80/20 preference system.

4.2 The maximum preference points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

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

Race:

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

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

Gender:

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

Disability:

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

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

Local Manufacture:

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

Locality:

- I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:

EVALUATION

- Promotion of enterprises located in the Gauteng Province
- Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G)
- Promotion of enterprises located in the City of Johannesburg municipality.
- Promotion of enterprises located rural or underdeveloped areas or townships.

QSE

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

EME:

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

SUB-CONTRACTING:

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

JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

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

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

Documentation to be provided:

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

Table Specific Goals 1:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Business owned by 51% or more - Black People	10
Business owned by 51% or more – Black Youth	10
Total	20

EVALUATION

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

SPECIFIC GOALS	MEANS OF VERIFICATION
Business owned by 51% or more - Black People	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.
Business owned by 51% or more – Black Youth	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.

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

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

4.5 Requirements for a valid BBBEE Certificate

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

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

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

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

4.6 Award and Allocation Strategy:

AWARD STRATEGY	A tenderer who scores the highest score in terms of pricing and Specific Goals will be recommended for award.
ALLOCATION STRATEGY	The tender will be allocated to the highest scoring tenderer in terms of price and specific goals.

15. Pricing Instructions

General Pricing Instructions:

- a) All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended. VAT will be shown separately on the Pricing Schedule/s and included in the total.
- b) All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all unconditional discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- c) A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.
- d) Should the contract be based on firm prices, no adjustment of prices will be made for the duration of the contract.
- e) Should the contract be based on non-firm prices, price adjustment request including supporting documentation must be sent to JW at least 30 days before agreed adjustment interval. The agreed formula in the Pricing Adjustment formula will form the basis of the negotiation.
- f) Unconditional discounts will be taken into account for evaluation purposes but conditional discounts will not be taken into account for evaluation purposes.
- g) Estimated quantities provided in the Scope of Work are purely for evaluation purposes only and does not provide any indication of the required quantities of product/s for the duration of the contract by JW and does not provide any guarantee to the Service Provider/Contractor whatsoever in terms of quantities required.
Pricing for any additional work that may arise on the project, outside of the defined Scope of Works, will be as per price in the pricing schedule of additional work, but written approval will still be required before any additional work is carried out by the Service Provider/Contractor.
- h) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- i) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Acknowledgement of Bid Conditions in regard to arithmetical errors and alterations, and the handling thereof.
- j) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer.
- k) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- l) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- m) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- n) Any changes to the pricing schedule on the issued tender document will result in elimination, the Tenderer can however indicate in the qualifications any alterations that they might want to offer.
- o) For non-firm prices, index/indices that will be applicable for the bid and anniversary dates thereof will be provided in the tender document and must be used by the bidder to calculate their bid to enable JW to compare like for like. The tenderer must apply at least one month before the interval date as stated in the tender document by sending a Request for Pricing adjustment together with all the supporting documentation and source data to the JW representative. The Request for Price adjustment is a request and may be negotiated with the bidder.
- p) Pricing in full for rates-based rates contract, the tenderer must price for year 1, year 2 and year 3.

PRICING DATA

Alterations

The evaluation on price alteration will be conducted as follows:

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

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

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

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

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

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

NB: the quantities provided in the tender are only estimates and do not constitute a guaranteed commitment to the tenderer. The contract awarded to the successful service provider will be structured as a rates-based agreement, where payments will be made on a per-unit basis rather than a fixed total quantity. The contracted rates will be all-inclusive, covering all associated costs. The inclusion of estimated quantities in the tender document serves solely for evaluation and comparative analysis purposes and does not represent a commitment to procure those exact quantities. This approach allows the evaluation committee to fairly assess and compare the pricing structures of different bidders under a uniform baseline, ensuring that all proposals are evaluated on an equal footing. Since the contract is rates-based, the actual quantities procured will depend on operational needs, budget availability, and demand fluctuations over the contract period.

16. Pricing Schedule

16.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Particular Specification shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction and part C, Portion C, Section D: Particular Specification: Measurement and Payment. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
- c) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications and Particular Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised and Particular Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised and Particular Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised and Particular Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G. Prefixes A, B and C refer to the measurement specifications contained in the Particular Specifications.
- e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Service Provider/Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- i) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganeutron
m ³	=	cubic metre	MN.m	=	meganeutron-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megaPascal	kW	=	kiloWatt

- j) For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the SABS 1200 and Particular Specifications.
Quantity : The number of units of work for each item.
Rate : The agreed payment per unit of measurement.
Amount : The product of the quantity and the agreed rate for an item.
Lump sum : An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

- k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.

- l) The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

15.1 Special payment conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exists.

15.2 General

Fees for the services required shall be priced on a **Unit Rate** basis. The quantities shall vary from project to project during implementation, but the Rates shall be fixed. An establishment amount shall be added as a separate item. The following shall be noted:

- The Service Provider shall provide an all-inclusive Rate for each item which shall cover all the labour, material, equipment and expertise required to undertake the task.
- The tendered and accepted Unit Rate for each item shall remain fixed for the duration of the work package except as agreed with the Employer.
- An allowance for establishment costs shall be priced as a percentage of the sub-total of the other tendered items and the percentage rate shall be fixed for all the projects undertaken under the Contract.
- The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- VAT on fees payable to the South African Revenue Services shall be indicated separately on each invoice submitted by the Service Provider.
- All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.

15.3 Concrete Works/RetrofittingUnit: Provisional Sum

The service provider shall obtain approval from the responsible JW Depot Manager for the concrete works/ retrofitting of the manhole covers prior to installation on as and when required basis. The specifications of the concrete works to be approved by the Depot Manager. Concrete and remedial work required to retrofit smart manhole covers to existing manhole covers. Including the mobilisation of resources for the installation of the concrete slabs, or manhole rings. The quotation for the claiming of this item shall be approved by the Employer prior to implementation.

15.4 Establishment Costs (Preliminary & General)

All establishment costs and overheads are deemed to have been included in the rates. There are no separate costs for Establishment. The above costs must include the Preliminary and General Costs for mobilisation of resources; opening and closing of existing manholes, scope verification, gathering of desktop information, documents and maps each time work is to be completed. The costs pertaining to the adherence of the Occupational Health & Safety Plan and Environmental Management Plan shall be included in this item. The costs for disbursements shall also not be covered.

15.5 Permits and wayleaves

All associated costs to obtain and maintain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included in the various scheduled activity rates or prices provided by the Service Provider.

15.6 Confined space

The Service Provider shall note that work activities shall be executed within confined spaces, and it shall be deemed that allowance has been made in all activity pricing.

15.7 Payment ONLY for works completed

The Service Provider shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Operations Manager.

15.8 Failure to submit deliverables

The Service Providers invoice shall be accompanied by confirmation from his duly authorised representative that items listed for payment have been successfully executed and/or delivered as required. Failure to obtain such confirmation from the duly authorised representative shall result in non-payment of the Service Provider's invoice until the default has been corrected or the deemed incomplete items are excluded from the invoice.

15.9 OHS & EMP Costs

The Service Provider shall be required to submit a Health and Safety File to Johannesburg Water for approval before commencement of Contract. The Service Provider will also be required to comply with OHS Act 1993 during implementation. The costs associated with OHS and the EMP shall be accounted for as indicated in item 15.16

15.10 Pricing Schedule

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

Note: The quantities provided below are only indicative and are subject to change, to meet Joburg Water's requirements on an as and when basis.

Table 1. Financial Year 1

Item	Description	Unit	Qty	Rate Excl Vat	Applicable Vat	Rate Incl Vat	Estimated Cost
1	Concrete and remedial work required to retrofit smart manhole covers to existing manhole covers. Including the mobilisation of resources for the installation of the concrete slabs, or manhole rings.	Prov Sum	1	R150 000,00			
2	600mm diameter short manhole cover with illumination and vibration sensors. With electronic & mechanical locking	No.	50				
3	1000mm diameter manhole cover with illumination and vibration sensor. With electronic & mechanical locking	No.	15				
4	Heavy Duty 700mm diameter manhole lid and coping with illumination and vibration. With electronic & mechanical locking	No.	20				
5	Heavy Duty 700mm diameter manhole lid, Type 2A. SANS 558 compliant. With mechanical locking only	No.	12				
6	Electronic/ Bluetooth Key	No.	14				
7	Mechanical Locking key	No.	14				

PRICING DATA

8	Linking of monitoring platform to JW SCADA	No.	1				
9	Training and Technical support	No.	1				
Estimated FY 1 Costs							

IF THERE IS AN UPDATED SANS STANDARD OR A NEW STANDARD THAT HAS REPLACED A SANS STANDARD, THE UPDATED OR NEW STANDARD IS APPLICABLE

SIGNATURE(S) OF AUTHORIZED PERSON
NAME OF BIDDER
NAME OF AUTHORIZED PERSON IN BLOCK LETTERS
BID NUMBER:

17. Contactable Reference Letter

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender **JW OPS 061/25 SUPPLY, DELIVERY, AND INSTALLATION OF SMART MANHOLE COVERS ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS**

Name of tenderer:

Description of goods / services provided (Scope of Work)

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

Was their performance satisfactory?

Yes / No*

Signature:

Date:

Telephone / Mobile:

Email:

Name of Client Company

Name of Reference Completing this Letter.....

NB: This document must be completed in full 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 above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Failure to adhere to this requirement will result in such tender being prejudiced.

Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.

CONTACTABLE REFERENCE LETTER

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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.

18. Special Conditions:

DEFINITIONS OF GENERAL CONDITIONS OF CONTRACT

1. Subcontracting:

For any construction related work, the service providers will, subcontract the works accordingly, all subcontractors must be duly registered with the Construction Industry Development Board (CIDB) and have an active status at the appropriate grade. Any supplier that does not contracted a CIDB registered supplier and the appropriate class and grade will have the contract.

19. General Conditions of Contract

TABLE OF CLAUSES

1. Definitions
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10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
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22. Penalties
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24. Anti-dumping and countervailing duties and rights
25. Force Majeure
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27. Settlement of Disputes
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29. Governing language
30. Applicable law
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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.

GENERAL CONDITIONS OF CONTRACT

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.

GENERAL CONDITIONS OF CONTRACT

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.

GENERAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT

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.

GENERAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT

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 by arbitration.

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 willful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

29. Governing language

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

GENERAL CONDITIONS OF CONTRACT

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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

Revised May 2013

BANKING DETAILS

20. Banking Details for Electronic Funds Transfer

Requirements

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

Supplier Name	
Contact Person	
Email Address	
Telephone Number	
Fax Number	

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

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

Authorized representative of supplier

Name & Surname: _____ Date: _____

Signature : _____ Designation _____

21. JW POPIA Privacy Statement.

In terms of the Protection of Personal Information Act, 213 (Act 4 of 2013), also called the POPI Act or POPIA, Johannesburg Water SOC Limited, undertakes all reasonable measures to protect personal information and to keep it private and confidential.

1. Privacy Notice applies to:

Suppliers, vendors, contractors, service providers, etc whether appointed or prospective.

2. Definitions of personal information

According to the Act “personal information” means information relating to an identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person. All addresses including residential, postal and email addresses.

3. About the Public Entity

Johannesburg Water (SOC) Limited, registration number 2000/029271/30

3.1 The information we collect

We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.

3.2 How Johannesburg Water use your information

We will use your personal information only for the purposes for which it was collected and agreed with you. For example: to gather contact information, to confirm and verify your identity, for the evaluation and adjudication of bids and quotations for tenders, request for quotations, and other personal information for the procurement of goods and services by the Entity.

3.3 Disclosure of information

We may disclose your personal information to our Shareholder, the City of Johannesburg, and other Government agencies such as National Treasury, and the Auditor-General of South Africa. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law;
- Where we believe it is necessary to protect our rights.

3.4 Information Security

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorised access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept

JW POPIA PRIVACY STATEMENT

secure. We will ensure that anyone whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

3.5 Your rights: Access to Information

You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at informationofficer@jwater.co.za, and specify what information you require.

3.6 Correction of your personal information

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your identification document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate and up to date.

3.7 How to contact us

If you have any queries about this document; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers listed on our website or send an email to informationofficer@jwater.co.za.