TENDER COVER PAGE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 047/26 CLOSING DATE: 23 OCTOBER 2026 CLOSING TIME: 10:30 AM

DESCRIPTION: SUPPLY AND DELIVERY OF LUBRICANTS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

BRIEFING SESSION	**COMPULSORY: NO**
BRIEFING DETAILS	**DATE AND TIME: 29 SEPTEMBER 2026 AT 12:00** **ADDRESS : ONLINE MEETING** **VENUE : MICROSOFT TEAMS** JOIN LINK BELOW: https://teams.microsoft.com/meet/361419359603631?p=nzSauBGyI7GPrIgWRu Meeting ID: 361 419 359 603 631 Passcode: Jh9CX3tV
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.	N/A	CIDB No	N/A

EMPLOYER INFORMATION			
DEPARTMENT	OPERATIONS	DEPARTMENT	SUPPLY CHAIN MANAGEMENT
CONTACT PERSON	SIPHOSETHU MAZIBUKO	CONTACT PERSON	GCINA NDELA
TELEPHONE NUMBER	011 688 1547	TELEPHONE NUMBER	011 688 1796
E-MAIL ADDRESS	siphosethu.mazibuko@jwater.co.za	E-MAIL ADDRESS	gcina.ndela@jwater.co.za

TENDER COVER PAGE

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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Johannesburg Water

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If the contract commencement date is 01 October 2026, the applicable Base Index Date shall be September 2026, being the month immediately preceding the commencement date. **31**
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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 047/26 FOR THE SUPPLY AND DELIVERY OF LUBRICANTS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

The tender document will be available in the form of a download from the Johannesburg Water website (www.johannesburgwater.co.za /supply chain/tenders) and Etender Portal (https://www.etenders.gov.za/Home/opportunities?id=1) starting from 14 September 2026.

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 23 October 2026.
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.

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

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

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

TABLE 1

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	**Tender Cover:**				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	**Mandatory Documents at Particular Stage:**				
	Signed Pricing Schedule and Completed Rates for Items Offered.	•			
	Submit a completed MBD 3.2: Non – Firm Prices MBD3.2 is duly signed by the authorized representative of the tenderer.	•			
3.	**Administrative Documentation:**				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			
	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 4 - Declaration of interest - Completed and	•	•		

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	signed				
	MBD 5 Declaration for procurement above R10 million (vat included)	•	•		
	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	•	•		

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.				
	3-year financial statements (audited where applicable) if MBD 5 is applicable	•	•		
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being **eliminated as the qualification may impede on the ability to evaluate like with like.**	•			
	Joint Venture, consortium or equivalent agreement – if applicable	•	•		
4.	**Functionality Documentation:**				
	Documentary Evidence Required for Criteria 1- Contactable Reference letter	•			
	Documentary Evidence Required for Criteria 2- Contactable Reference letter	•			
5.	**Specific Goals:**				
	Documentary Evidence Required for **Specific Goal 1**- Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath form Exempted Micro Enterprises OR Qualifying Small Enterprises	•			
	Documentary Evidence Required for **Specific Goal 2**- Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.	•			

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CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
6.	**Scope of Work:**				
	Scope of Work and or Specifications	•			
7.	**Pricing Schedule:**				
	Pricing Schedule completed in full in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
8.	**Terms and Conditions:**				
	General Conditions of Contract	•			
9.	**Other Documents**				
	Bank Details Form			•	
	Public Liability Insurance			•	
	Professional Indemnity			•	
	Performance Security – where applicable for industrial related services			•	
	Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – if applicable		•		

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of three (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.

3.JW POPIA PRIVACY STATEMENT.

JOHANNESBURG WATER 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 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

Name of authorised person:.....

Signature:.....

Date:.....

CONSENT TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

The purpose of the Protection of Personal Information Act, no. 4 of 2013 (POPIA), is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution. By signing this form, you consent to lawful collection, processing, storage and, where necessary, sharing your personal information by Johannesburg Water SOC Ltd. and consent is effective immediately and will remain effective until such consent is withdrawn in terms of POPIA.

1. I …… a natural person "herein referred to as the Data Subject" with ID Number …… hereby give my consent to Johannesburg Water SOC Ltd. "herein referred to as the Responsible Party" to collect, process and distribute my personal information where Johannesburg Water SOC Ltd. is legally required to do so.

2. I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

3. I understand the purposes for which my personal information is required and for which it will be used and consent to third parties accessing my personal information and to Johannesburg Water SOC Ltd. sharing my personal information strictly for reporting purposes.

4. I understand that, should I refuse to provide Johannesburg Water SOC Ltd. with the required consent and/or information, Johannesburg Water SOC Ltd. will be unable to assist me.

5. I declare that all my personal information supplied to Johannesburg Water SOC Ltd. is accurate, up to date, not misleading and that it is complete in all respects and that I will notify Johannesburg Water SOC Ltd. of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Responsible Party is no longer authorised to retain it.

Signed at ..... this ..... day of .....20……

….....
Signature of data subject/designated person

……	……	……
Full Name/Dept of Responsible Party	Signature	Date

DATA SUBJECT CONSENT WITHDRAWAL FORM
IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA)

CONSENT

I ……. a natural person "herein referred to as the "Data Subject" with identification number …….. hereby withdraw my consent to process my personal information by Johannesburg Water SOC Ltd (Responsible Party). Therefore, Johannesburg Water SOC Ltd. no longer has my consent to process my personal information for the intended purpose
……
……
……..which was previously granted using the DATA SUBJECT CONSENT FORM.

The withdrawal of consent does not affect the lawfulness of the processing activities up to the date on this form.

Details of Data Subject

Name and surname: ……..
Identification number: ……..
Date of Birth: ……..
Residential address: ……..
……..
……..
Contact number(s): ……..
E-mail address: ……..
Relationship to Responsible Party: ……..

Signed at _____ on this _____ day of _____ 20 __

_____
Signature of Data Subject

_____
Information Officer/Deputy
Johannesburg Water SOC Ltd.

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: .....

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CERTIFICATE OF AUTHORITY

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) Certificate For Partnership

We, the undersigned, being the key partners in the business trading as, ...……., hereby authorize Mr/Ms .....……,

acting in the capacity of ……... , to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY 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.

(V) Certificate For Sole Proprietor

I, ..., hereby confirm that I am the sole owner of the Business

trading as ……..... and the person authorized hereunder is duly authorized to sign all documents related to tender JW……

and contract resulting therefrom.

Signature of Sole owner: .....

As Witnesses:

1.....

2. .....

Date: .....

4. Acknowledgement of Bid Conditions

1 I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2 I/We agree that -

(a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;

(b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;

(c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water (SOC) Ltd and I/we will then pay to Johannesburg Water (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water (SOC) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water (SOC) Ltd may sustain by reason of my/our default;

(d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (e-mail), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.

(e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.

3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.

5 I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

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

6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as 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, and that the contract may be awarded in whole or in part and to more than one tenderer.

9 Should my/our tender be successful, it be understood that a contract will come into existence for the duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

ACKNOWLEDGEMENT OF BID CONDITIONS

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.

ACKNOWLEDGEMENT OF BID CONDITIONS

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. Correction fluid (tippex) will not be allowed when completing the document and if used tenderers will be disqualified.

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, pricing schedule 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, and MBD6.2 Local Production and Content**.** In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement,

lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.

10 Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.

11 Tenderer's authorized signatory to sign or initial next to the price alteration.

12 The evaluation on price alteration will be conducted as follows:

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

(i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.

(ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

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

(i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.

(ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.

(iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.

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

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

13 The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.

14 The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.

15 Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that 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. In such a situation, Objective Criteria of Cost Effectives in conjunction with section 2 (1) (f) of the PPPFA) is applicable to this tender**.**

17 Objective Criteria: 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 rations and industry norms. The following rations 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. In such a case Objective Criteria of Risk Management based on the risk assessment will be used in conjunction with section 2 (1) (f) of the PPPFA).

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/ Company name ……..

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

Joburg
a world class African city

Johannesburg Water

INVITATION TO BID **MBD 1**

5. Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER					
BID NUMBER:	**JW OPS 047/26**	CLOSING DATE:	**23 OCTOBER 2026**	CLOSING TIME:	**10:30 AM**
DESCRIPTION	**SUPPLY AND DELIVERY OF LUBRICANTS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
JOHANNESBURG WATER					
TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN					
JOHANNESBURG, 2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	

PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

6. Pricing Schedule – 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……...

Closing Time ……. ….. Closing Date ……..

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

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

- Required by: …….
- At: …….

  ……
- Brand and Model …….
- Country of Origin …….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….

  *Delivery: Firm/Not firm
- Delivery basis …….

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

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

*Delete if not applicable

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

DATE:.....

6.1 CONTRACT PRICE ADJUSTMENT

6.1.1 Prices submitted for this bid shall be regarded as non-firm and subject to adjustment in accordance with the prescribed formula, defined cost components, and specified time periods.

6.1.2 The following Contract Price Adjustment (CPA) formula shall apply:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + \ldots\ldots + Dn\frac{Rnt}{Rno}\right) + VPt$$

Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V) Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g. material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%)
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period
R1o–Rno	=	Base Index. Index figure at the time of bidding
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment

6.1.3 Adjustable Portion

The adjustable portion is eighty-five percent (85%) of the original bid price.

6.1.4 Fixed Portion

The fixed portion is fifteen percent (15%) of the original bid price and is not subject to adjustment.

6.1.5 Cost Components and Proportions

Bidders must submit a detailed cost breakdown. This breakdown may not change during the contract period.

COST COMPONENT	% CONTRIBUTION
D1 – Imported Raw Material / Finished Item (If applicable)	
D2 – Local Raw Material / Finished Item (If applicable)	
D3 – Labour	
D4 – Transport	
D5 – Other	
TOTAL (Cost Component must add up to 100%)	**100%**

6.1.6 APPLICABLE INDICES / REFERENCES

COST COMPONENT	INDEX PUBLICATION	INDEX REFERENCE
D1 – Imported Raw Material/Finished Product (If Applicable)	Imported Raw Material/Finished Product (If Applicable)	Supplier / Manufacturer invoice(s) and remittance advice
D2 – Local Raw Material/Finished product (If Applicable)	STATS SA P0142.1 - Producer Price Index OR Supplier/ Manufacturer Invoice(s)	Supplier / Manufacturer invoice(s) and remittance advice
D3 – Transport	STATS SA CPI P0141 Table E	Transport
D4 – Labour	STATS SA CPI P0141 Table E OR Labour Agreement	All items OR Labour Agreement
D5 – Other	Supporting Documents	Supporting Documents

6.2.1 BASE INDEX DATE

6.2.1.1 The Base Index Date is the reference date from which all contract price adjustments will be calculated.

6.2.1.2 The Base Index Date shall be the month immediately preceding the contract commencement date.

6.2.1.3 The applicable base indices (R_0) shall be the published indices (or approved supporting documentation) for the relevant base month.

6.2.1.4 Where indices are published with a delay, the latest available published index for the base month shall be used.

Example:

If the contract commencement date is 01 October 2026, the applicable Base Index Date shall be September 2026, being the month immediately preceding the commencement date.

Accordingly, all base indices (R_0) used in the Contract Price Adjustment (CPA) formula shall be those published for September 2026.

6.2.2 END INDEX DATES

6.2.2.1 The End Index Date is the reference date at which indices are measured for purposes of calculating contract price adjustments.

6.2.2.2 Price adjustments shall be conducted on a quarterly basis from the contract commencement date.

6.2.2.3 The first adjustment shall be applied three (3) months after the contract commencement date, and thereafter every three (3) months for the duration of the contract (36 months).

6.2.2.4 The applicable end indices (R_t) shall be those published for the month at the end of each adjustment period.

6.2.3 RATES OF EXCHANGE (RoE) – BASE AND AVERAGE RATES

6.2.3.1 Where materials and/or finished products are imported, the following provisions shall apply:

6.2.3.2 The Contract Price Adjustment (CPA) formula shall be applied, and the imported cost component (D1) shall be adjusted using both:

- The **base exchange rate (RoE)**; and
- The **average exchange rate** for the period under review.

6.2.3.3 Where a change in the rate of exchange coincides with a material or product price increase:

- The foreign currency price shall be converted to South African Rand using the **base exchange rate** for the initial invoice; and
- The **average exchange rate** for the review period shall be used for the adjusted price.

6.2.3.4 The imported cost component (D1) shall be adjusted together with all other cost components at the predetermined adjustment intervals.

6.2.3.5 Where a bidder uses a currency other than the base currency, the applicable exchange rate must be calculated using the average South African Reserve Bank (SARB) published rate for that currency over the six (6) months preceding the base index date. Full supporting calculations and source data must be submitted with the bid.

6.2.3.6 Exchange rates used for contract price adjustments shall be based on **average rates published by the South African Reserve Bank (SARB)** for each adjustment period.

GENERAL CONDITIONS

No contract price adjustment shall be made without prior written approval from JW.

All applications for adjustment must be supported by appropriate documentary evidence.

Adjustments will be strictly calculated in accordance with the CPA formula, defined parameters and the approved cost breakdown.

JW reserves the right to negotiate any adjustments and to approve or reject any adjustment applications.

7. Declaration of Interest MBD 4

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: …….

3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

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. ……

……..

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

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

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

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

3.9.1 If yes, furnish particulars.……..……..

……

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

3.10.1 If yes, furnish particulars.

……

……

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

3.11.1 If yes, furnish particulars

……

……

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

3.12.1 If yes, furnish particulars.

……

……

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

3.13.1 If yes, furnish particulars.

……

……

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

3.14.1 If yes, furnish particulars:

……..

……..

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

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

…… ……
Capacity **Name of Bidder**

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

*1 Are you by law required to prepare annual financial statements for auditing?

YES / NO

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

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

YES / NO

……

……

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

i.for the past three years , or
ii. since their establishment if established during the past three years

3. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

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

3.2 If yes, provide particulars.

……

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

4.1 If yes, furnish particulars

…….

……

5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

5.1If yes, furnish particulars

……..

……..

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

…….. ……..

Signature Date

……. …….

Position Name of Bidder

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).

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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (An EME or QSE) 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 contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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

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

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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	**Question**	**Yes**	**No**
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

……... ……..

Signature **Date**

……. ……..

Position **Name of Bidder**

10. Certificate of Independent Bid Determination MBD 9

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   (a) prices;

   (b) geographical area where product or service will be rendered (market allocation)

   (c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

……	……
Signature	Date
……	……
Position	Name of Bidder

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.
7. Where a municipal account submitted for purposes of compliance is in the name of a Trust, the bidder must submit the following documentation in order to establish the relationship between the director and the Trust and to confirm that municipal obligations are in order:

a) Municipal Account

- A valid municipal account issued in the name of the Trust must be submitted.

PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

- The municipal account must not be older than three (3) months from the date of the request.
- The account must not be in arrears, or alternatively, proof must be provided that arrangements have been made with the relevant municipality for payment of overdue amounts.
- Where the director occupies or resides at the property owned by the Trust and a valid lease agreement exists between the Trust and the director, a copy must be submitted as supporting documentation

b) Proof of Trusteeship

- In order to establish the relationship between the director and the Trust, the bidder must submit a Letter of Authority issued by the Master of the High Court, confirming the appointment of the director as a trustee of the Trust.
- The name of the Trust reflected on the Letter of Authority must correspond with the name of the Trust appearing on the municipal account submitted.

c) Affidavit by the Director

- The director concerned must submit a sworn affidavit confirming that:

- The property reflected on the municipal account is owned by the Trust;
- The director is a duly appointed trustee of the Trust;
- The director resides at, occupies, or has a direct interest in the property reflected on the municipal account; and
- The municipal account submitted is the only applicable municipal account relating to the director's municipal obligations.

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: .....

13. TECHNICAL SPECIFICATION FOR SUPPLY AND DELIVERY OF LUBRICANTS

- **SCOPE OF WORK**

The contract entails the supply and delivery of lubricants at the various JW sites, as and when required by JW. The specification covers the lubricants that are used on machinery, tools and plant equipment's which is utilised on water infrastructure machinery.

- **LUBRICANT TYPES**

No	Lubricant Type	Unit	Description
2.1	**HYDRAULIC OILS – CATEGORY A**		
2.1.1	Hydraulic Oil, SAE 10	210L	SAE 10 shall be a lubricant designed for hydraulic systems on off-road machinery such as the yellow machines and shall conform to SANS 1158:2017 Ed.1 or SANS 1218:2008 Ed.1.5
2.1.2	Hydraulic Oil,68	210L	ISO Grade 68 Hydraulic oil shall meet minimum requirements of Anti-wear properties of oil and for usage in mobile and stationary high pressure hydraulic machines with conformity to SANS 1218:2008 Ed.1.5 – Hydraulic oil (Anti-wear type)
2.1.3	Transdraulic Fluid	210L	Transdraulic fluid shall be a high-performance fluid, multi-purpose all weather fluid that is designed for tractors and off highway equipment's of which the lubricant shall conform to SANS 1842:2015 Ed.2
2.2	**ENGINE OILS – CATEGORY B**		
2.2.1	SAE 15W - 40 Engine Oil	210L	SAE15W-40 oil shall be high performance, multi-grade lubricant formulated for on & off highway applications with SANS base material approved stock which meets the set requirements of API, SL, SJ performance levels.
2.2.2	SAE 30 Engine Oil	210L	SAE 30 shall be monograde oil formulated with new paraffin bases for the lubrication of atmospheric 4-stroke petrol or diesel engines of small equipment operating under normal conditions.
2.2.3	P68 Compressor Oil	210L	P68 Compressor Oil shall be manufactured as premium quality oil that fulfils antioxidant, anti-rust and anti-wear properties with full conformity to SANS 1842:2005 Ed. 2
2.2.4	Hydrovane Blower Oil	20L	Hydrovane blower oil shall be premium grade lubricant with non-detergent, antioxidant and foam inhibiting properties and shall meet the minimum requirements of SANS 1517 or SAE Specifications and ISO grade 320 synthetic Oil characteristics that is NSF (National Sanitation Foundation) approved.
2.2.5	SHC 630, Pump Drive Oil	210L	SHC 630, Pump drive oil shall be a scientifically engineered lubricant that is specially used for gears and bearings.
2.2.6	Two Stroke Oil		

		500L	Two stroke lubricants shall be premium quality oil similar to SAE 40 oil which conforms to SAE specifications and may be usable to power tools, chainsaws and generators.
2.3	**TRANSMISSON AND GEARBOX OILS – CATEGORY C**		
2.3.1	VG 220, VG320, EP150 Gear Oil	210L	The gearbox oil shall be industrial gear fluid formulated for high loading carrying machinery that handles extreme pressures. The lubricant must conform to SANS 12925-1:2017 or ISO 12925-1:1996 Family C (Gears)
2.3.2	80W-90 Gear Oil or SAE 90	210L	The lubricant shall be manufactured for manual transmission on light commercial cars and shall conform to SAE specifications.
2.3.3	85W-40 Gear Oil	210L	Gear oil 85W-40 shall be heavy duty gear oil with highly refined petroleum-based stock with advanced addictive system to repair gear petroleum and high temperature adaptions.
2.3.4	Transmission Oil, ATF DX II	210L	Transmission oil shall be type ATF DX II Lubricant for automatic transmission with oxidation –resistant properties to be applicable under high lock up pressure conditions.
2.4	**GREASE AND FLUIDS – CATEGORY D**		
2.4.1	Multi-purpose grease	180kg	Multi-purpose grease shall be manufactured as soap-based lithium grease containing EP additives together with chemicals that prevents rust and oxidation.
2.4.2	Engine cleaner	210L	Engine cleaner shall be a solvent-based liquid with non-corrosive chemicals and must be manufactured to suit requirements of SANS 1344:2017 Ed. 2.2 – medium duty solvent detergents.
2.4.3	Degreaser	210L	Degreaser shall be a solvent for heavy duty cleaning of engine parts, exterior, machinery, floors and paving. It must be produced to suit SANS 1433:2017 Ed. 2.2 requirements.
2.4.4	Grease Retinax HDX2 or equivalent	180kg	Retinax DHX2 Grease shall be high performance grease that comprises of anti-oxidation, anti-wear and anti-corrosion characteristics for Caterpillar machinery.
2.4.5	Brake fluid DOT4	20L	Brake fluid DOT4 shall be a premium brake and clutch fluid exceeding Department of Transport DOT4 type requirements and ISO 4925 for passenger vehicles & trucks.
2.4.6	Anti-freeze Coolant,220 Grade or equivalent	210L	Anti-freeze shall be a glycol-based product formed in various dilutions that can handle aliphatic carboxylate corrosion for heavy and light duty trucks.
2.4.7	EP O Grease	15kg	EP O grease shall be premium lithium soft grease which is applicable to gearboxes for high loads and meet the requirements of SANS 1851:2016 Ed.1.2

2.4.8	WR2 Grease	180kg	WR2 Grease shall be multi-purpose grease that is water resistant and may be used on pneumatic pumps under severe conditions of very high loads and must meet the requirements of SANS 1851:2016 Ed.1.2
2.4.9	CRC 2.26 Moisture Displacer	550ml spray	CRC 2.26 shall be a precision lubricant inhibiting electronic and electrical equipment malfunctioning caused by water penetration or corrosion.
2.4.10	Electro Clean	550ml spray	Electro clean shall be a cleaning safety solvent for generators, electrical motor and should be environmental acceptable with no carcinogenic chemicals.
2.4.11	Mould Protector or Tectyl – Anti Corrosion	400ml spray	Mould protector spray shall be a standard light-coloured spray for corrosion protection of steel injection and rust preventative for automotive, industrial and domestic use.
2.4.12	Penetrating oil spray	400ml spray	Penetrating oil spray shall be a lubricant that penetrates cervices, threads and joints that break bonds on bolts, pipe threads, locks, chains and rusted components.

NOTE: ALL PRODUCTS MUST COMPLY WITH SANS AND RELEVANT HEALTH & SAFETY REGULATIONS

IDENTIFICATION AND MARKING

The following information must be legibly and indelibly cast or embossed on each oil container body:

a) Manufacturer's name, trade name or trademark
b) SAE Viscosity Grade
c) OEM Specific Performance Manufacturers
d) The SANS mark of approval
e) API Service Categories

Abbreviations:

- SAE – Society of Automotive Engineers
- OEM – Original Equipment Manufactures
- API – American Petroleum Institute

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EVALUATION

16. Evaluation

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

Summary of Evaluation Stages:

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process. A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.	These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorized 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.	Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.	The tender will be evaluated on the 80/20 preference points system according to the award strategy. The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted. Only tenderers that have submitted applicable verification documents will be allocated Specific Goal points claimed for preferencing.

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EVALUATION

1. Stage 1: Mandatory Evaluation Criteria:

EVALUATION CRITERIA: (GATE KEEPERS)		
#	**MANDATORY CRITERIA**	**COMPLY (YES/NO)**
1	Signed Pricing Schedule and Completed Rates for Items Offered.	Yes
2	Submit a completed MBD 3.2: Non – Firm Prices • MBD3.2 is duly signed by the authorized representative of the tenderer. Tenderers are required to refer to Section 6.1 of the contract price adjustment Instructions when completing MDB 3.2. The provisions set out in this section must be used to accurately populate all required cost components, percentage allocations, and supporting information.	Yes

NB: Bidders that fail to comply with the above mandatory requirements 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	Completed 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	Completed and signed MBD 4 Form.
5	MBD 5	Declaration for procurement above R10 million (vat included)	Completed and signed MBD 5 Form.
6.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Completed and signed MBD 6.1 Form.
7.	MBD 6.2	Declaration Certificate for Local Production and Content for Designated Sectors.	Completed and signed MBD 6.2 Form.
8.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed MBD 8 Form.
9.	MBD 9.	Certificate of Independent Bid Determination	Completed and signed MBD 9 Form.
10.	Annexure – Proof of Specific Goals	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission – If

			not submitted with the tender document points for Specific Goals won't be allocated.
11.	Annexure	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document	Submit applicable documentation with the tender submission
12.	Annexure	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document.	Submit applicable documentation with the tender submission
13.	Annexure	Occupational Health and Safety Declaration form – if applicable	Occupational Health and Safety Declaration form – if applicable
14.	Annexure	Joint Venture, Consortium, or equivalent agreement– if applicable.	Joint Venture, Consortium, or equivalent agreement signed showing percentage ownership of parties – if applicable.

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

EVALUATION

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

3. Stage 3: Technical Requirements

The following criteria will be applicable.

EVALUATION

Technical Evaluation						
Criteria No.	**Criteria**	**Description**	**Documentary Evidence**	**Sub-Criteria/Clause**	**Max Score**	**Score**
1	**Tenderers' Experience**	The Tenderer (Company) must demonstrate proven experience where **supply and delivery of lubricants was done successfully.** Common lubricants for equipment repair and maintenance include engine oils, greases, hydraulic oils, gearbox oils, and compressor oils.	The Tenderer must submit reference letter(s) demonstrating experience in the supply and delivery of lubricants for a minimum of three (3) projects or work packages completed in the past ten (10) years. ***Note: Reference Template*** *The attached reference template must be completed by the referee stating that the supply was done successfully and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements.*	**Supply and Delivery of Lubricants**		
				Less than 3 projects/work packages in the last 10 years	60	0
				3 projects/work packages or more, but less than 5 projects/work packages in the past 10 years		35
				5 projects/work packages or more in the past 10 years		60
2	**Capacity to Supply**	The Tenderer (Company) is required to have financial **capacity in the supply and delivery of lubricants.**	The tenderer must provide reference letter(s) to demonstrate financial capacity through the accumulative value of successfully completed projects/work packages for supply and delivery of lubricants. ***Note: Reference Template*** *The attached reference template must be completed by the referee stating the value of the contract and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements.*	**Contract Value for Supply of Lubricants**		
				Less than R2 million	40	0
				R2 million or more, but less than R4 million		30
				R4 million and above		40
MINIMUM QUALIFYING SCORE					**65**	
TOTAL					**100**	

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EVALUATION

NOTE 1: It is the Tenderer's responsibility to ensure that the contactable references provided are accurate and reachable. The Johannesburg Water reserves the right, at its discretion, to verify references for tenderers who meet the minimum qualifying score, including conducting checks on selected references where deemed necessary for due diligence purposes. The Contactable Reference will have five 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."

4. Stage 4 Price and Preference Points Evaluation:

4.1 Pricing

The following aspects will be considered in the financial offer:

a) Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.

b) Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.

c) The tender will be evaluated on the 80/20 preference system.

Refer to Pricing Schedule to complete the pricing.

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

QSE

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

EME:

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

SUB-CONTRACTING:

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

JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

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

form part of the tender submission.

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.4 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) (To be completed by the organ of state)**
SMME (An EME or QSE) owned by 51% or more - Black People	10
Business owned by 51% or more – Black Youth	10
Total	**20**

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

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
SMME (An EME or QSE) owned by 51% or more - Black People	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath form Exempted Micro Enterprises OR Qualifying Small Enterprises.
Business owned by 51% or more – Black Youth	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 it 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 4.4, 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 4.3 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

4.6 Award and Allocation Strategy:

AWARD STRATEGY	Award to the highest preference ranking tenderer in terms of price and specific goals per category.
ALLOCATION STRATEGY	Allocate all items offered by the tenderer to the highest preference ranking tenderer per category in terms of price and preferencing point scoring system for specific goals to tenderers who meet the requirements as outlined in the award strategy. There is no limit to the number of categories a tenderer may be allocated.

PRICING DATA

17. Pricing Instructions

- All price(s) shall include 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.

- 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.

- All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.

- The Pricing Schedule must be completed in black ink

- The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.

- All activities or tasks shall be invoiced monthly, based on work successfully completed and accepted by the Employer.

- 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.

Tenderers must submit prices for the categories they intend to offer. Where a category is not offered, the tenderer must indicate “N/A” or “No Offer”. There is no limit to the number of categories a tenderer may tender for.

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.

18. Pricing Schedule

	Description	Unit	Estimated Qty Per Year)	Year 1 Unit Rate	Estimated Qty Per Year) x Year 1 Unit Rate
HYDRAULIC OILS – CATEGORY A					
1	Hydraulic Oil, SAE 10	210L	25	R	R
2	Hydraulic Oil, 68	25 L	100	R	R
3	Transdraulic Fluid	20L	6	R	R
			TOTAL EXCLUDING VAT:	**R**	**R**
			VAT:	**R**	**R**
			TOTAL INCLUDING VAT:	**R**	**R**
ENGINE OILS – CATEGORY B					
1	Engine Oil, 15W-40	210L	25	R	R
2	Oil, SAE 30	210L	11	R	R
3	Compressor Oil P68	210L	7	R	R
4	Hydrovane Blower Oil	5L	10	R	R
5	Two Stroke Oil	500 ML	100	R	R
			TOTAL EXCLUDING VAT:	**R**	**R**
			VAT:	**R**	**R**
			TOTAL INCLUDING VAT:	**R**	**R**
TRANSMISSION AND GEARBOX OILS - CATEGORY C					
1	Gear Oil, VG220	210L	50	R	R
2	Gear Oil, VG320	210L	50	R	R
3	Gear Oil, 80W-90	210L	7	R	R
4	SAE 90 Gear Oil	210L	13	R	R
5	Transmission Oil, ATF DX II	20L	60	R	R
			TOTAL EXCLUDING VAT:	**R**	**R**
			VAT:	**R**	**R**
			TOTAL INCLUDING VAT:	**R**	**R**

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Johannesburg Water

PRICING DATA

GREASE AND FLUIDS – CATEGORY D					
1	Multi-Purpose Grease	180kg	8	R	R
2	Engine Cleaner	210L	7	R	R
3	Degreaser	210L	10	R	R
4	Grease Retinax HDX2 or equivalent	180kg	2	R	R
5	Brake Fluid, DOT 4	5L	10	R	R
6	Anti-Freeze Coolant, 220 Grade	20L	25	R	R
7	EP O Grease	15kg	4	R	R
8	WR 2 Grease	180kg	5	R	R
9	CRC 2.26 Moisture Displacer	550ml spray	134	R	R
10	Electro Clean	550ml spray	114	R	R
11	Mould Protector	400ml spray	38	R	R
12	Tectyl – Anti Corrosion	400ml spray	48	R	R
13	Electrical Cleaner	20L	15	R	R
14	Penetrating Oil Spray	400ml spray	144	R	R
15	Deruster	400ML	48	R	R
TOTAL EXCLUDING VAT:				**R**	**R**
VAT:				**R**	**R**
TOTAL INCLUDING VAT:				**R**	**R**

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PRICING DATA

SUMMARY OF TOTALS		
	Total Excluding VAT	**Total Including VAT**
Category A (Year 1 - Year 3)	**R**	**R**
Category B (Year 1 - Year 3)	**R**	**R**
Category C (Year 1 - Year 3)	**R**	**R**
Category D (Year 1 - Year 3)	**R**	**R**

SIGNA TURE(S)OF AUTHORIZED PERSON .....

NAME OF BIDDER .....

NAME OF AUTHORIZED PERSON IN BLOCK LETTERES .....

BID NUMBER: .....

CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **JW OPS 047/26 FOR THE SUPPLY AND DELIVERY OF LUBRICANTS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

Name of Tenderer: ……

Description of Services provided in terms of scope of work
……
……
……
……..

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

……/……/…….

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

……/……/…….

Value in Rands: ……

Name of authorised person from Referee: ……

Was service successfully provided? Yes/No……...

Signature: ……..…….. Date ……..

Telephone/Mobile: ……

Email: ……

Completed on behalf (Name of Client Company Referee) ……

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

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GENERAL:

NB: The attention of the tenderer is drawn to the fact that General Conditions of Contract shall apply, where applicable, to this contract.

1. DEFINITIONS:

1.1 That "Johannesburg Water (SOC) Ltd" shall herein after being referred to as "JW".

1.2 The "CEO" shall mean the Chief Executive Officer: Johannesburg Water (SOC) Ltd or his authorised representative.

1.3 "VAT" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

1.4 "Regional Maintenance Manager" shall mean the JW Maintenance Manager of one of the JW sites or his authorised representative.

1.5 "Contractor or Service Provider" shall mean the recommended tenderer who has been awarded the tender and has entered a formal contract with JW upon acceptance of the appointment.

2. PRICE:

2.1 All prices shall include 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.

2.2 All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.

3. SURETY BOND:

3.1 No surety bond shall be required in terms of this contract as the contract is on an "as and when" required basis.

4. PERMITS AND COMPLIANCE WITH REGULATIONS AND BY-LAWS:

4.1 The Service provider shall apply for and obtain any permits, licenses, permissions or exemptions which may be required for and in connection with the transport and delivery of lubricants.

4.2 All items of plant tendered for in terms of transport of lubricants to site must conform to the requirements of the Road Traffic Act No 29 of 1989 and Regulations as amended, where applicable.

4.3 All abnormal load permits must be obtained and kept up to date by the Service provider.

4.4 Without derogation from the generality of Clause 4.1 or from any other provisions of this contract, the Service provider shall at all times during the contract, at his own expense ensure that all plant and operators and attendants used for the purposes of the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act No 85 of 1993, and the Regulations applicable thereto.

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

4.6 The Service provider shall instruct his employees that under no circumstances may his vehicles hinder or

obstruct reasonable access to any property.

4.7 The Service provider shall instruct his employees that under no circumstances may his vehicles hinder or obstruct reasonable access to any property.

5. SAFETY:

5.1 Without derogation from the generality of Clause 5.1, or from any other provision of this contract, the Contractor shall comply in all respects with the safety and other requirements of the Occupational Health Safety Act 85 of 1993 and the regulations applicable.

5.2 The service provider shall also comply with all Occupational Health and Safety requirements as prescribed at JW sites and premises; whether conducting work on site or merely collecting equipment.

6. INSURANCE AND INDEMNIFICATION:

6.1 In addition to any insurance required to be held by the Contractor in terms of the Occupational Injuries and Diseases Act no.130 of 1993, the Contractor must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third-party risks.

6.2 The Contractor hereby indemnifies and agrees to keep JW indemnified throughout the period of the contract against all claims by third parties or the Contractor's own employees resulting from the operations carried out by the Contractor under this contract up until the date of acceptance.

6.3 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Contractor within 21(twenty-one) days of notification of acceptance of the tender. Proof of renewal or extension of insurance cover must be furnished by the Contractor whenever required by JW.

6.4 The Contractor shall be liable for any damages or injury of whatever nature caused directly or indirectly because of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.

Any insurance required by the tenderer in respect of the units under this contract must be included in the charge.

7. EMPLOYMENT OF LABOUR:

7.1 The Service provider must employ his own labour for the offloading of Lubricants at his own expense as JW employees will not be responsible for the offloading of goods. In addition, the Service provider must ensure that all relevant legislation is complied with in the employment of labour.

8. REMEDIES, BREACH, WHOLEAGREEMENT, WAIVER, VARIATION AND INDULGENCES:

8.1 If the supplier or any person employed or associated with him or in the case of a Company, a Director or shareholder or person similarly associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.

8.2 If the Contractor has not complied with the CEO's requirements or if he is in breach of any of the Conditions of this contract and:

8.2.1 fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days, within such

further period as may be reasonable in the circumstances, provided that the Contractor furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.

8.2.2 Should JW elect to cancel the contract then and in such instance a certificate presented by the CEO of JW shall constitute proof of the contractor's indebtedness to JW.

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

8.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

9. DISPUTES:

9.1 In the event of any dispute arising between JW and the Contractor in connection with or arising out of the contract, it shall be referred to the CEO of JW who shall state his decision in writing and give notice of the same to the Contractor within 28 days of the dispute having been submitted to the CEO of JW. Such decision shall be binding upon the Contractor subject to clause 9.2.

9.2 Should the Contractor be dissatisfied with the decision of the CEO he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.

9.3 Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Contractor that the dispute or disputes be settled by Court of Law having jurisdiction.

10. SCOPE OF CONTRACT:

10.1 The Service provider shall be required to supply and deliver lubricants as specified in this document on an "**as and when"** required basis for the duration of the contract at any JW site within Gauteng.

11. DURATION:

11.1 The tenure of the contract will be for a period of thirty-six (36) months.

12. QUANTITIES:

12.1 The Service provider shall be bound to supply whatever quantities JW requires during the period of the contract, irrespective of the extent by which the total varies from those stated.

13. PLACE AND TIME OF DELIVERY:

13.1 Delivery shall be made to any of the stores nominated and operated by JW and during normal working hours, Monday to Friday 07.30 hours to 16.00 hours.

13.2 The tenderer is required to provide labour for the off-loading of the lubricants.

13.3 The due date of deliveries shall be within 2 – 4 weeks from date of receipt of the order for the quantities ordered at each time.

14. VALIDITY OF TENDER:

14.1 The Tender shall be valid for a period of ninety (90) days from the date of closing of Tenders.

15. ADJUDICATION OF TENDERS:

15.1 The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to its best interest, and it is not necessarily intended to award the contract to only one Contractor.

16. COMPLETENESS:

16.1 Failure to complete mandatory forms for this tender will render the tender liable to rejection on the grounds of being incomplete.

17. COMPLIANCE:

17.1 The service provider will be required to supply items always complying with the latest issue of applicable SANS requirements during the tenure of the contract. To this effect JW may during the contract execution, request valid compliance certificates where applicable.

18. PAYMENT:

18.1 Payment on this contract will be as follows:

> 18.1.1 The Service provider is required to submit a comprehensive invoice as well as a copy of the lubricants collection and delivered signed list where applicable together with their invoice. Failure to provide these documents will result in non-payment of the invoices.

19. ADDITIONAL INFORMATION:

19.1 Any technical clarity required, may be obtained from Nicolas Pieterse via email at:nicolas.pieterse@jwater.co.za or Siphosethu Mazibuko via email at siphosethu.mazibuko@jwater.co.za : during office hours.

20. PENALTIES:

20.1 If the Service provider fails to deliver the required quantity of product by the due date: a penalty if 1 (one) per cent of the total current order value of the contract for each day/s delay in delivery of the product shall be

applied. Alternatively, Johannesburg Water reserves the right to purchase the product elsewhere and to deduct any extra expense more than the tender rates so incurred from any sum due under this tender or recover the amount from the Service provider as debt.

20.2 No liability in terms of Clause 20.1 shall attach to the Service provider if he shall prove to the satisfaction of the Engineer that the delivery has been delayed or become impossible due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Service providers control, provided, however, that in all cases the Service provider has notified Johannesburg Water in writing within 24 (Twenty-four) hours of it first coming to the Service provider's notices, that delivery will be delayed or become impossible for the abovementioned reasons.

21. PENALTIES FOR FAILURE TO DELIVER:

21.1 If the service provider fails to deliver any single item as per the purchase order issued within the stipulated turnaround delivery time as expected, measures in line with clause 8.2 will take into effect.

21.2 If the service provider fails to deliver any item as specified in the purchase order within the stipulated delivery timeframe, Johannesburg Water reserves the right to procure the required items at its sole discretion.

22. NOTICE:

22.1 Any NOTICE or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:

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

22.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi, in which event such notice shall be deemed to have been received on the day of delivery; or

22.1.3 Sent by email to any address associated with this tender or specified in clause 19.1

22.1.4 Notwithstanding anything to the contrary herein contained a written notice or communication received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its domicilium citandi et executandi.

19. General Conditions of Contract

TABLE OF CLAUSES

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7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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28. Limitation of Liability
29. Governing language
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33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

1.26 “Tort” means Delict

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

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

2. Application

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in

the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

9.2 The packing, marking, and documentation within and outside the packages shall comply

strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12.Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in

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

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

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

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

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

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

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

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

16.4 Payment will be made in Rands unless otherwise stipulated.

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

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

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

20.Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to
GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or

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

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

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

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

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

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

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

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 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

a world class African city

Johannesburg Water

BANKING DETAILS FOR EFT

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** _____