

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

TENDER BRIEFING - MINUTES

<u>CONTRACT TITLE:</u>	SUPPLY AND DELIVERY OF LUBRICANTS ON AN 'AS AND WHEN' REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
<u>DEPARTMENT:</u>	OPERATIONS
<u>DATE OF MEETING:</u>	29 SEPTEMBER 2026
<u>TIME OF MEETING:</u>	12:00 PM
<u>VENUE FOR MEETING:</u>	MICROSOFT TEAMS
<u>CLOSING DATE:</u>	23 OCTOBER 2026
<u>TIME:</u>	10:30 AM

1. WELCOME

Ms Maria Chirindze welcomed everyone who attended the meeting and introduced JW personnel.

NAME & SURNAME	EMAIL ADDRESS	DEPARTMENT
Maria Chirindze	maria.chirindze@jwater.co.za	Supply Chain
Siphosethu Mazibuko	Siphosethu.Mazibuko@jwater.co.za	Operations
Senzeni Mashimbye	senzeni.mashimbye@jwater.co.za	Supply Chain

2. CONTACT PERSONS

Ms Siphosethu Mazibuko

Ms. Gcina Ndela

Email: Siphosethu.Mazibuko@jwater.co.za Email: gcina.ndela@jwater.co.za

Telephone number: 060 555 3144

Telephone number: 011 688 1796

3. SCM – ADMIN AND BID DOCUMENTATION PRESENTATION BY MS MARIA CHIRRINDZE

- Ms Maria Chirindze indicated that this is an open tender and the meeting is **NOT-COMPULSORY**, therefore bidders who did not attend the meeting will be considered for this tender.
- Please note that this meeting is recorded you can leave you company name, email address and telephone number
- Tender documents are available in PDF format at no cost on Johannesburg water website and eTenders.gov.za as of 15 September 2026.

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

- Tender documents need to be bound and contain all pages. Tenderers, therefore, need to ensure that the tender document is submitted in its entirety with no pages or parts missing. The order of the documents must be as set out as on the Web page and all pages arranged correctly.
- The tender document must be filled in using black ink only, any other colour pen or pencil is prohibited.
- Tender documents may be completed electronically without altering or tampering of any of the text (terms, conditions, specifications etc.) in the tender documents then submit the hardcopy in the tender box.
- Any mistakes must be struck off and corrected with a single black ink line and signed (authenticated) by the tenderer..
- The use of correction fluid (Tippex) to correct mistakes is not allowed and if used the tender will be disqualified.
- The tender document must be completed in full, and all the forms must be fully completed and signed accordingly. Tenderers must not leave any blank spaces upon completion of the tender document.
- Tenderers must refer to the checklist from page 6 to page 9 of the tender document for guidance of information required.
- Make sure that pricing schedule is fully completed and signed that is page 65 to 67 if you not bidding for all the categories where you wont price indicate "No Offer"
- This is a Non-Firm Prices MBD 3.2 is applicable, bidders will have to input all the index/ factors that will influence their prices then when there are price adjustments we will use the formular as per the Non-Firm Prices MBD 3.2 form.
- Each bid must be submitted in a separate, properly sealed envelope/ package on which the Name, email address and telephone number of the tenderer must be indicated. The Tender number and Description must be clearly written on the envelope/ package.

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

TENDER BRIEFING - MINUTES

- Tender documents submitted via courier services will be accepted provided that the bidder instructs such courier company or its representative to deposit the tender document in the tender box provided. Under no circumstances should tender documents be handed to an employee of JW. JW will not be held liable for any documents that are not in the tender box at the time of closing.
- Tender documents **may not** be submitted via the South African Post Office as only tender documents received in the Tender box at the time of closing will be considered.
- Tenderers must make sure that they read and understand the requirements of the tender. Should tenderers need any clarity, they are encouraged to email the contact person Gcina Ndela and Siphosethu Mazibuko (contact details are on the cover page of the tender document).
- Tenderers are required to submit a hard copy document and an electronic copy on a USB flash drive, however tenderers who did not submit the USB will not be disqualified.
- Electronic submissions of tenders are **NOT** allowed.
- Tenderers must be registered on Central Supplier Database (CSD) and provide their registration MAAA**** number on the cover page of the tender document. Tenderers must ensure that they are always tax compliant on CSD.
- The 80 / 20 points scoring system will be applicable to this tender. 80 points will be allocated to Price, and the remaining 20 points will be for specific goals.

SPECIFIC GOALS POINTS ALLOCATION AS PER THE DOCUMENT

10 points for Business owned by 51% or more- **black people who are youth**

10 points for **SMME** (An EME or QSE) owned by 51% or more - Black People

AWARD STRATEGY

Award to the highest preference ranking tenderer in terms of price and specific goals per category.

- 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

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

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 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.
- Tenders will be valid for 90 days after the closing date or any other duration agreed to by the tenderer and JW prior to tender validity expiring.
- Co-bidding is prohibited. (Tenderer being a member / owner / shareholder in more than one consortium / entity for the same project). Please read MBD 9 Certificate of Independence prior to signing the declaration.
- Tenderers are encouraged to truthfully declare all other company interests they may have, with specific reference to Question 3.14, of which if not fully completed, might lead to disqualification. Tenderers are encouraged to utilise the CIPC bizportal (www.bizportal.gov.za) , free registration to check the companies for which a director is a director for. This can be done by inserting an ID number for the director tendering and the portal will show all companies, whether active or not.
- No bids will be considered from persons in the service of the state.
- Tenderers must recheck on the JW website and etender page for any communication send to tenderers as there might be a problem with the emails send to the tenderers. This communication might include addendums to tender for extension of closing dates, changes in the tender specification, changes in pricing schedules, or any other matter affecting the tender in question, and which might have an impact on how tenderers respond.
- Tenders will be opened in public soon after the closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65

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

Ntemi Piliso Street, Newtown, 2001, ground floor. Tenderers' names and total prices, where practical will be read out.

- Tenderers are encouraged to note the closing date and time of the tender; late tenders will not be accepted. The closing date for this tender is 23 October at 10:30.
- All bids are to be deposited in the tender box allocated on the ground floor at No.65 Ntemi Piliso street Turbine Hall, Newtown.

SUPPORTING DOCUMENTS TO BE SUBMITTED WITH THE TENDER DOCUMENT

1. SARS one-time TAX PIN
2. Where business and/or director premises are owned, a municipal rates and taxes statement of account must be submitted (not older than three (03) months and NOT IN ARREARS for more than 90days). If in arrears an acknowledgement of debt agreement must be entered into with municipality concerned and submitted with the tender.
3. Where business and/or director premises are leased/ hired/ rented, a valid lease agreement should be submitted duly signed and indicating the address at which the business is situated and where the director resides. The lease should be valid and active at time of tender submission and closing.
4. Joint Venture / Consortium Agreement signed by all parties.
5. Valid BBBEE Certificate issued by a SANAS accredited verification agency or copy thereof or a valid (EME/QSE) sworn affidavit/ or CIPC EME affidavit
6. A completed and signed Invitation to Bid form MBD 1
7. A completed and signed Declaration of Interest form MBD 4
8. MBD 5 and 3-year financial statements (audited where applicable) , especially in instances where the tendered value is estimated to exceed R10million including VAT.
9. A completed and signed Preference Points (Specific Goals) Claim Form MBD 6.1
10. A completed and signed Declaration of Bidder's Past Supply Chain Management Practices MBD 8
11. A completed and signed Certificate of Independent Bid Determination (MBD 9)

Tenderers will be notified of any omitted, outstanding, missing 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 MBD 6.2

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

PRESENTATION BY SIPHOSETHU

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

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.

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

TENDER BRIEFING - MINUTES

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 <i>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.</i>	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	Contract Value for Supply of Lubricants		
				Less than R2 million	40	0
				R2 million or more, but less than R4 million		30

JW OPS 047/26

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

TENDER BRIEFING - MINUTES

			packages for supply and delivery of lubricants. <i>Note: Reference Template</i> <i>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.</i>	R4 million and above		40
MINIMUM QUALIFYING SCORE					65	
TOTAL					100	

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

SPECIAL CONDITIONS

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.

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

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.

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

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, WHOLE AGREEMENT, 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:

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

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:

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

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 of 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.

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

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.

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

QUESTIONS AND ANSWERS

Q1: What happens if the tender document is not submitted on a USB?

A1: The non-submission of the tender document on a USB is not a disqualifying factor. The USB is required for backup purposes, and the information contained on the USB must be identical to the hard copy submitted.

Q2: Do you accept electronic submissions?

A2: No. All submissions must be submitted in hard copy at the address specified in the tender documents. The bid documents may be completed electronically or manually by hand after printing.

Q3: Is this a re-advertisement of the tender?

A3: No. This is a different framework for a three-year contract. An RFQ was issued a few months ago; however, this is a new and separate tender.

Q4: How many suppliers will be appointed?

A4: Please refer to the Allocation Strategy in the tender document. Items will be allocated to the highest-preference-ranked tenderer per category, based on the applicable price and preference point scoring system, including the specific goals and requirements outlined in the Award Strategy.

There is no limit to the number of categories that may be allocated to a single tenderer. Therefore, more than one service provider may be appointed, as the award will be made on a category-by-category basis.

Q5: Can one service provider be awarded all the categories?

A5: Yes. There is no limit to the number of categories that may be allocated to a single tenderer. Please refer to Question 4 and the Allocation Strategy in the tender document.

Q6: Does the tender document require MBD 5 and MBD 6.2?

A6: The MBD 5 form must be completed and signed and submitted together with the annual financial statements, as prescribed in the form.

MBD 6.2 is not required for this tender and should not be submitted. It was noted during the briefing session that the form was included in the tender administrative requirements it is an error. Bidders are therefore not required to complete or submit MBD 6.2.

Q7: Are we required to submit bank statements or financial statements?

A7: Please refer to Question 6. The required financial documentation must be submitted as prescribed in the MBD 5 form.

Q8: Do we quote on the items listed in the Pricing Schedule or on the Scope of Work?

A8: Tenderers are required to quote on the items listed in the Pricing Schedule.

Q9: How many sites will the bid cater for?

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

TENDER BRIEFING - MINUTES

A9: The total estimated number of sites cannot be confirmed at this stage. The services will apply to Johannesburg Water (JW) sites within the boundaries of the City of Johannesburg (CoJ).

Q10: What is meant by the requirement for SANS-approved oils/lubricants in the tender documentation?

A10: The SANS requirements for the lubricants are specified on pages 49–51 of the tender document. However, SANS certificates are not required as part of the tender submission.

CLOSURE

Should bidders need any clarity, all queries are to be submitted 10 days before the closing date.

Ms Maria Chirindze thanked all who attended the briefing, and the meeting was adjourned