



## INVITATION TO BID TENDER COVER PAGE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW14303

CLOSING DATE: 29 JULY 2022

CLOSING TIME: 10:30

DESCRIPTION: SUPPLY OF SOFTWARE LICENSES FOR DESIGN AND CAD DRAWING SOFTWARE FOR A PERIOD OF THREE (3) YEARS

Bidders are encouraged to attend a non-compulsory tender briefing session on 07 June 2022 at 10:00 to 11:00 on Microsoft Teams: [Click here to join the meeting](#)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR

TURBINE HALL  
65 NTEMI PILISO STREET  
NEWTOWN  
JOHANNESBURG  
2001

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
PHYSICAL ADDRESS			
TELEPHONE NUMBER			
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN	CSD No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
The 80/20 point scoring system will be applicable to this tender, i.e.80 points for Price and 20 points for Preferential procurement (BBBEE).			
TOTAL BID PRICE			R
TOTAL NUMBER OF DOCUMENTS SUBMITTED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	CAPEX
CONTACT PERSON	Nthabiseng More	CONTACT PERSON	Nhlanhla Nkosi
TELEPHONE NUMBER	011 688 1512	TELEPHONE NUMBER	011 688 1632
E-MAIL ADDRESS	<a href="mailto:nthabiseng.more@jwater.co.za">nthabiseng.more@jwater.co.za</a>	E-MAIL ADDRESS	<a href="mailto:nhlanhla.nkosi@jwater.co.za">nhlanhla.nkosi@jwater.co.za</a>



## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED TO THE CORRECT ADDRESS BY THE STIPULATED TIME . LATE BIDS WILL NOT BE ACCEPTED
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED--(NOT TO BE RE-TYPED)**
- 1.3. **TENDERERS ARE REQUIRED TO SUBMIT ONE ORIGINAL HARD COPY PLUS A SOFT COPY IN A USB**
- 1.4. **THIS BID IS SUBJECT TO JOHANNESBURG WATER SCM POLICY VERSION 11**
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.6. TENDERS WILL BE OPENED IN PUBLIC SOON AFTER CLOSING TIME AND RECORDING OF RECEIVED DOCUMENTS BUT NOT LATER THAN 11:00 AT THE TENDER OFFICE LOCATED AT TURBINE HALL, 65 NTEMI PILISO, NEWTOWN, 2001, GROUND FLOOR. TENDERERS NAMES AND TOTAL PRICES, WHERE PRACTICAL WILL BE, READ OUT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.5 BIDDER MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |   |  |
|---|--|
| 3.1. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?      | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**Johannesburg Water SOC Ltd**



**CONTRACT NO: JW14303**

**SUPPLY OF SOFTWARE LICENSES FOR DESIGN AND CAD DRAWING SOFTWARE FOR A PERIOD OF  
THREE(3) YEARS  
VOLUME 1**

**TENDER AND CONTRACT**

**Prepared by  
CAPEX: Engineering Services Unit  
PO Box 61542  
Marshalltown  
2107**

**Tel +27 11 688 1400  
Fax +27 11 688 1521**

**V1.0  
August  
2018**

**PLEASE INDICATE WHICH SOFTWARE YOU ARE TENDERING FOR:**

SOFTWARE	TICK	SOFTWARE OFFERED
DESIGN SOFTWARE		
CAD DRAWING SOFTWARE		

#### CHECK-LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the check-boxes provided that they have completed the required section of the tender document. Completion of this check-list 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 – refer**

Ref	Description	Completed		For office use		
		Yes	No	Yes	No	Comments
Cover	Name of tenderer					
	Contact person					
	Telephone/Fax number					
T2.1	T2.2.2 Complete the Certificate of Authority					
	Company registration documents					
	Company organogram					
	Submit Valid SARS Tax Compliance status Pin for Tenders					
	Confirm Proof of CSD Registration - submission of MA ----- Number					
	Valid and certified copy of BBBEE certificate					
	Proof of registration with professional bodies					
	Shareholders agreement, memorandum of association					
	Consortium / JV agreement with all signatories and breakdown of each members contribution / role					
	Consortium / JV / Tenderer banking details					
	Complete and sign MBD 6.1.– Preference Points claim form					
T2.2.4	Complete and sign MBD 4 Declaration of any potential Conflict of Interest					
T2.2.4	Complete and sign MBD 8 past Supply Chain Management Practices Form					
	Confirmation that you have no municipal commitments overdue for more than 90 days**					
	Confirmation that suitable arrangements in place for arrear municipal obligations with your local municipality **					
	Annual Financial statements for past 3 years (AFS) *					
T2.2.4	Complete and sign MBD 9- Certificate of Independent bid Determination					
C3 (PS7)	Occupational health and safety specification: Draft Site specific occupational health and safety plan					
C2.2	Complete the Schedule of Rates and the Summary. Sign the Summary					
C.1.1	Complete the Form of Offer. <b>Do not complete the Form of Acceptance</b>					
	Sign the Form of Offer with 2 witnesses. <b>Do not sign the Form of Acceptance</b>					
Qualifica tions	Is your tender subject to any qualifications. If Yes, reference to such qualification/s must be indicated below: -----					

#### T2.2.4 below.

\* for tenders with an estimated total value exceeding R10m (VAT included)

\*\* for all tenders regardless of value

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

**CONTENTS:**

Volumes	Contents	
Number	Number	Heading
Volume 1	<b>Part 1: Tender Procedures</b>	
	T1.1	Tender Data
	T1.2	Annexure: Standard Conditions of Tender
	<b>Part 2: Returnable Documents</b>	
	T2.1	List of Returnable Documents
	T2.2	Returnable Schedules
	<b>Part 1: Agreement and Contract Data</b>	
	C1.1	Form of Offer and Acceptance
	C1.2	Contract Data
	<b>Part 2: Pricing Data</b>	
	C2.1	Pricing Instructions
	<b>Part 3: Scope of Work</b>	
	C3	Scope of Work

## TABLE OF CONTENTS

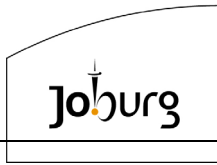
# Johannesburg Water (SOC) Ltd



## CONTRACT JW14303 SUPPLY OF SOFTWARE LICENSES FOR DESIGN AND CAD DRAWING SOFTWARE FOR A PERIOD OF THREE(3) YEARS

### VOLUME 1

## TENDERING PROCEDURES



T1.1..... TENDER DATA .....	3
T1.1.1 Conditions of Tender .....	3
T1.1.2 Tender Data.....	3

## T1.1 TENDER DATA

### T1.1.1 Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

### T1.1.2 Tender Data

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

**The additional Conditions of Tender are:**

Clause number	Tender Data
C.1.1	The Employer is, Johannesburg Water (SOC) Limited
C.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>Volume 1:</b>  <b>Tendering Procedures</b>  T1.1 Tender Data  T1.2 Annexure: Standard Conditions of Tender</p> <p><b>Returnable Documents</b>  T2.1 List of Returnable Documents  T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume</p> <p><b>Part 1: Agreement and Contract Data</b>  C1.1 Form of Offer and Acceptance  C1.2 Contract Data</p> <p><b>Part 2: Pricing Data</b>  C2.1 Pricing Instructions  C2.2 Schedule of Rates</p> <p><b>Part 3: Scope of Work</b>  C3.1 Scope of Work</p> <p><b>Volumes 2B:</b></p>
C.1.4	<p>The Employer's Official is:</p> <p>Contact Person: Mr Nhlanhla Nkosi  Telephone: 011 688 1632  E-mail address: <a href="mailto:nhlanhla.nkosi@jwater.co.za">nhlanhla.nkosi@jwater.co.za</a></p>
C.2.1	<b>Delete and add the following:</b>

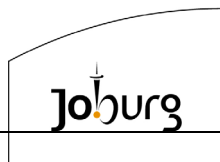


Clause number	Tender Data
	<b>Eligibility criteria and requirements</b> <b>Authorized Dealer:</b> <b>The Service Provider shall show proof that they are an Authorized Dealer of the software.</b>
C.2.8	Replace the contents of the clause with the following:  “Request clarification of the tender documents, if necessary, by notifying the Employer’s Official indicated in the Tender Notice and Invitation to Tender in writing at least seven working days before the closing time stated in the foregoing notice and clause C.2.15.”
C.2.9	Add the following to the clause:  “Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance..”
C.2.10.5	Add the following to the clause:  “If no offer is made for an item, a line must be drawn through the space in pen. All prices and details must be legible / readable to ensure the tender will be considered for adjudication.”
C.2.11	The evaluation on price alteration must be conducted as follows:  1. Where the tender award strategy is to evaluate and award per item or category, the following must apply: <ul style="list-style-type: none"> <li>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</li> <li>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</li> </ul> 2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply: <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>iii. If there is an alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender.</li> </ul> Corrections may not be made using correction fluid, correction tape or the like.
C.2.12	Replace Contents  Alternative offers will not be permitted.
C.2.13.3	Each tender offer shall be submitted as an original. Tenderers are also requested to submit a soft copy in a USB (Tenderers who do not submit a soft copy will not be disqualified)

Clause number	Tender Data
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p><b>Location of tender box:</b> Ground Floor Entrance</p> <p><b>Physical address:</b> Johannesburg Water (SOC) Ltd  Turbine Hall  65 Ntemi Piliso Street  Newtown  Johannesburg</p> <p><b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, his Authorised Representative's name, postal address and telephonic contact numbers.</i></p>
C.2.13.6 & C.3.5	A two-envelope procedure will not be followed.
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 90 days.
C.2.16.1	<p>Add the following to the clause :</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
C.2.19	The Tenderer must provide access during working hours to his premises for inspections on request.
C.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> <li>1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services.</li> <li>2) Proof of CSD registration i.e. MA xxxxxxxx number</li> <li>3) Where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> <li>i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii) a certificate certifying that the tenderer has no undisputed commitments for</li> <li>iii) municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> <li>iv) particulars of any contracts awarded to the tenderer 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;</li> <li>v) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</li> </ol> </li> </ol>
C.2.24	Add the following new clause:

Clause number	Tender Data
	<p><b>Canvassing and obtaining of additional information by tenderers</b>  Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.  No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
C.2.25	<p>Add the following new clause:</p> <p><b>Prohibitions on awards to persons in service of the state</b>  Accept that the Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li> <li>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> <li>d) a person, advisor, or corporate entity involved with the Bid Committees, or director of such a corporate entity, may bid for any resulting contract</li> </ul> <p>"In the service of the state" means to be -</p> <ul style="list-style-type: none"> <li>i) a member of:- <ul style="list-style-type: none"> <li>• any municipal council;</li> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>ii) a member of the board of directors of any municipal entity;</li> <li>iii) an official of any municipality or municipal entity;</li> <li>iv) an employee of any national or provincial department;</li> <li>v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li> <li>vi) an executive member of the accounting authority of any national or provincial public entity; or</li> <li>vii) an employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.</p> </li></ul>
C.2.26	<p>Add the following new clause:</p> <p><b>Awards to close family members of persons in the service of the state</b>  "Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including</p> <ul style="list-style-type: none"> <li>a) the name of that person;</li> <li>b) the capacity in which that person is in the service of the state; and</li> <li>c) the amount of the award.</li> </ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed."</p>
C.2.27	<p>Add the following new clause:</p> <p><b>Tax Compliance</b></p>

Clause number	Tender Data
	In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."
C.2.28	<p>Add the following new clause:</p> <p>Tenderers will be afforded a period of three (3) days to complete the following returnable documents (MBD 4, MBD 5, MBD 6.1 MBD 8 and MBD 9) in instances where such forms are incomplete.</p>
C.2.29	<p>Arithmetical errors</p> <p>General tenders</p> <p>JW undertakes to check arithmetical errors on all bidders that are evaluated on price and request bidders to correct as follows:</p> <p>JW shall check for arithmetic errors using the following sequence:</p> <ul style="list-style-type: none"> <li>i Check the Item Totals against the product of the Item Rate and the Quantity Provided.</li> <li>ii Check the Section Sub-Totals per section against the Summary Total for summation errors,</li> <li>iii Check the Section Sub-Totals against the Item Totals for summation errors.</li> <li>iv Where the tender is rate based and bidders are required to provide a total price for year 1 to year 3, check the total price for summation errors.</li> </ul> <p>If a bill of quantities or price schedule applies for General Tenders JW will request the bidder/s to correct the arithmetic errors as follows:</p> <ul style="list-style-type: none"> <li>i. If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</li> <li>ii. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</li> <li>iii. Where the tender is rate based and bidders are required to provide a total price for year 1 to year 3, if there is an error in the total prices either as a result of corrections required by this checking process or in the summation of the total, the total of year 1 to year 3 shall govern and the tenderer will be requested to revise the unit rate for a year.</li> </ul>
C.3.1.1	<p>Bidders may seek clarification regarding any aspect of the tender or bid documents in writing. The written request for clarification must be sent to and reach the responsible Supply Chain Specialist at least 7 calendar days before the closing date.</p>



Clause number	Tender Data									
C.3.1.2	Failure to complete and sign the form of offer and price schedule in full will result in the elimination of the tender.									
C.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers names and total prices, where practical will be, read out.									
C.3.11	Replace Contents with Returnable Schedule MBD 6.1 for evaluation criteria									
	<p>Please tick which software you are tendering for:</p> <table border="1"><thead><tr><th>SOFTWARE</th><th>TICK</th><th>SOFTWARE OFFERED</th></tr></thead><tbody><tr><td>DESIGN SOFTWARE</td><td></td><td></td></tr><tr><td>CAD DRAWING SOFTWARE</td><td></td><td></td></tr></tbody></table>	SOFTWARE	TICK	SOFTWARE OFFERED	DESIGN SOFTWARE			CAD DRAWING SOFTWARE		
SOFTWARE	TICK	SOFTWARE OFFERED								
DESIGN SOFTWARE										
CAD DRAWING SOFTWARE										

Clause number	Tender Data										
	<p>Quality shall be scored in accordance with the following schedule:</p> <p><b>Part A</b></p> <p><b><u>Pre-qualification:</u></b></p> <p><b>DESIGN SOFTWARE</b></p> <table> <tr> <th>Description</th><th>Remark (Y/N)</th></tr> <tr> <td> <p>Is the Tenderer an Authorized Dealer</p> <p>(i) Tenderers who qualify as Authorized Dealers/ Channel Partners please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p> <p>(ii) If Original Equipment Manufacturer (OEM), provide letter on your letter head indicating you are the OEM</p> <p>A service provider who does not meet the above criteria will be disqualified immediately</p> </td><td></td></tr> <tr> <td>Tenderer Experience met the minimum experience</td><td></td></tr> </table> <p><b>DRAWING SOFTWARE</b></p> <table> <tr> <th>Description</th><th>Remark (Y/N)</th></tr> <tr> <td> <p>Is the Tenderer an Authorized Dealer</p> <p>(i) Tenderers who qualify as Authorized Dealers/ Channel Partners please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p> </td><td></td></tr> </table>	Description	Remark (Y/N)	<p>Is the Tenderer an Authorized Dealer</p> <p>(i) Tenderers who qualify as Authorized Dealers/ Channel Partners please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p> <p>(ii) If Original Equipment Manufacturer (OEM), provide letter on your letter head indicating you are the OEM</p> <p>A service provider who does not meet the above criteria will be disqualified immediately</p>		Tenderer Experience met the minimum experience		Description	Remark (Y/N)	<p>Is the Tenderer an Authorized Dealer</p> <p>(i) Tenderers who qualify as Authorized Dealers/ Channel Partners please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p>	
Description	Remark (Y/N)										
<p>Is the Tenderer an Authorized Dealer</p> <p>(i) Tenderers who qualify as Authorized Dealers/ Channel Partners please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p> <p>(ii) If Original Equipment Manufacturer (OEM), provide letter on your letter head indicating you are the OEM</p> <p>A service provider who does not meet the above criteria will be disqualified immediately</p>											
Tenderer Experience met the minimum experience											
Description	Remark (Y/N)										
<p>Is the Tenderer an Authorized Dealer</p> <p>(i) Tenderers who qualify as Authorized Dealers/ Channel Partners please provide a letter from the Original Equipment Manufacturer (OEM) on their letter head confirming the Service Provider to be an authorized dealer/ channel partner.</p>											

Clause number	Tender Data													
	<p>(ii) If Original Equipment Manufacturer (OEM), provide letter on your letter head indicating you are the OEM</p> <p>A service provider who does not meet the above criteria will be disqualified immediately</p>													
	Tenderer Experience met the minimum experience													
	<p><b>Part B</b></p> <p><b><u>Gate Keeping</u></b></p> <p>Each evaluation criteria will be assessed in terms of having achieved minimum requirements. <b>Each software package will be evaluated and awarded separately.</b> The evaluation will be carried out by no less than three selected evaluators.</p> <p>Tenderer must achieve the minimum requirements reflected in each sub-criterion in order to be considered further. Tenderers will be evaluated separately for each software.</p> <p>The quality criteria in respect of each of criteria shall be as follows:</p> <p><b>DESIGN SOFTWARE</b></p> <table> <tr> <th>Quality criteria</th><th>Description</th><th>Means of Verification (Documentary Evidence)</th><th>Minimum Requirements</th><th>Has the Criteria Been Met (Yes or No)</th></tr> <tr> <td>Experience with respect to specific aspects of the project / comparable projects</td><td>Proven track record in Supply of Software</td><td> <p>Tenderer has successfully <b>provided design software licenses to a minimum of two (2) Clients in the last two (2) years.</b></p> <p>supported with:</p> <ol style="list-style-type: none"> <li>Contactable references as per format given in T2.1.7.</li> </ol> </td><td> <p>Tenderer to have successfully provided design software licenses to a minimum of two (2) Clients in the last two (2) years as per format given in <b>T2.1.7</b> with corresponding <b>Reference Letters.</b></p> </td><td></td></tr> </table>				Quality criteria	Description	Means of Verification (Documentary Evidence)	Minimum Requirements	Has the Criteria Been Met (Yes or No)	Experience with respect to specific aspects of the project / comparable projects	Proven track record in Supply of Software	<p>Tenderer has successfully <b>provided design software licenses to a minimum of two (2) Clients in the last two (2) years.</b></p> <p>supported with:</p> <ol style="list-style-type: none"> <li>Contactable references as per format given in T2.1.7.</li> </ol>	<p>Tenderer to have successfully provided design software licenses to a minimum of two (2) Clients in the last two (2) years as per format given in <b>T2.1.7</b> with corresponding <b>Reference Letters.</b></p>	
Quality criteria	Description	Means of Verification (Documentary Evidence)	Minimum Requirements	Has the Criteria Been Met (Yes or No)										
Experience with respect to specific aspects of the project / comparable projects	Proven track record in Supply of Software	<p>Tenderer has successfully <b>provided design software licenses to a minimum of two (2) Clients in the last two (2) years.</b></p> <p>supported with:</p> <ol style="list-style-type: none"> <li>Contactable references as per format given in T2.1.7.</li> </ol>	<p>Tenderer to have successfully provided design software licenses to a minimum of two (2) Clients in the last two (2) years as per format given in <b>T2.1.7</b> with corresponding <b>Reference Letters.</b></p>											

Clause number	Tender Data														
	<div>CAD DRAWING SOFTWARE</div> <table><tr><th>Quality criteria</th><th>Description</th><th>Means of Verification (Documentary Evidence)</th><th>Minimum Requirements</th><th>Has the Criteria Been Met (Yes or No)</th></tr><tr><td>Experience with respect to specific aspects of the project / comparable projects</td><td>Proven track record in Supply of Software</td><td>Tenderer has successfully <b>provided CAD drawing software licenses to a minimum of two (2) Clients in the last two (2) years.</b> supported with: <div>2. Contactable references as per format given in T2.1.7.</div></td><td>Tenderer to have successfully provided CAD drawing software licenses to a minimum of two (2) Clients in the last two (2) years as per format given in <b>T2.1.7</b> with corresponding <b>Reference Letters.</b></td><td></td></tr></table>					Quality criteria	Description	Means of Verification (Documentary Evidence)	Minimum Requirements	Has the Criteria Been Met (Yes or No)	Experience with respect to specific aspects of the project / comparable projects	Proven track record in Supply of Software	Tenderer has successfully <b>provided CAD drawing software licenses to a minimum of two (2) Clients in the last two (2) years.</b> supported with: <div>2. Contactable references as per format given in T2.1.7.</div>	Tenderer to have successfully provided CAD drawing software licenses to a minimum of two (2) Clients in the last two (2) years as per format given in <b>T2.1.7</b> with corresponding <b>Reference Letters.</b>	
Quality criteria	Description	Means of Verification (Documentary Evidence)	Minimum Requirements	Has the Criteria Been Met (Yes or No)											
Experience with respect to specific aspects of the project / comparable projects	Proven track record in Supply of Software	Tenderer has successfully <b>provided CAD drawing software licenses to a minimum of two (2) Clients in the last two (2) years.</b> supported with: <div>2. Contactable references as per format given in T2.1.7.</div>	Tenderer to have successfully provided CAD drawing software licenses to a minimum of two (2) Clients in the last two (2) years as per format given in <b>T2.1.7</b> with corresponding <b>Reference Letters.</b>												
C.3.11.2 & C.3.11.3	<div>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):</div> <div>1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM</div> <div><div>The following preference point systems are applicable to all bids:</div><div><div>-</div><div>The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</div></div><div><div>(a)</div><div>The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</div></div><div><div>(b)</div><div>Preference points for this bid shall be awarded for:<div><div>(a)</div><div>Price; and</div><div>(b)</div><div>B-BBEE Status Level of Contributor.</div></div></div><div><div>(c)</div><div>The maximum points for this bid are allocated as follows:</div></div></div></div>														



Clause number	Tender Data														
	<table><tr><td></td><td>POINTS</td></tr><tr><td>PRICE</td><td>80</td></tr><tr><td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td><td>20</td></tr><tr><td>Total points for Price and B-BBEE must not exceed</td><td>100</td></tr></table> <p>(d) Failure on the part of a bidder to submit proof of BBBEE status level of contributor Certificate will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.</p> <p>(e) The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.</p> <p>2. ADJUDICATION USING A POINT SYSTEM</p> <p>(a) The bidder obtaining the highest number of total points will be awarded the contract.</p> <p>(b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.</p> <p>(c) In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.</p> <p>(d) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.</p> <p>(e) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.</p> <p>3. POINTS AWARDED FOR PRICE</p> <p>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table><tr><td>80/20</td><td>or</td><td>90/10</td></tr><tr><td><math display="block">P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)</math></td><td>or</td><td><math display="block">P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)</math></td></tr></table> <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration</p>		POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	Total points for Price and B-BBEE must not exceed	100	80/20	or	90/10	$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
	POINTS														
PRICE	80														
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20														
Total points for Price and B-BBEE must not exceed	100														
80/20	or	90/10													
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$													

Clause number	Tender Data
	<p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p>
C.3.13.1	<p>Add to the existing clause:</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the tenderer submits a valid SARS tax Compliance status Pin for tenders issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;</li> <li>b) Proof of CSD registration ie MA xxxxx number;</li> <li>c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; and</li> <li>f) the tenderer: <ul style="list-style-type: none"> <li>i) has sufficiently substantiated his experience in this type of work;</li> <li>ii) has the required and experienced key personnel; and</li> <li>iii) Owns the primary equipment to effectively and efficiently execute the work.</li> </ul> </li> </ul>
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
	There are no additional conditions of tender.

**--- END OF PART ---**

# **Johannesburg Water (SOC) Ltd**



## **VOLUME 1**

### **RETURNABLE DOCUMENTS AND SCHEDULES**

## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

<u>Document</u>	<u>Page</u>
<b>1. Returnable Schedules required for tender evaluation purposes</b>	
T2.1.1 Record of addenda to tender documents	RD.5
T2.1.2 Certificate of Authority	RD.6
T2.1.3 Compulsory Enterprise Questionnaire	RD.11
T2.1.4 Preferential Procurement	RD.13
MBD 6.1 Preference points claim form in terms of the preferential procurement regulations	RD.14
MBD 4 Declaration of any potential conflict or interest	RD.20
MBD 8 Declaration of bidder's past supply chain management practices	RD.23
MBD 9 Certificate of independent bid determination	RD.25
T2.1.5 Proposed qualifications	RD.28
T2.1.6 Schedule of the Tenderer's experience	RD.31
T2.1.7 Contactable reference template	RD.32
	RD.34

## T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
<b>2. Other documents required only for tender evaluation purposes</b>	
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration ie MA xxxxxxxxxx number	RD.42

## T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
-----------------	-------------

## T2.4 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
<b>4. Other documents that will be incorporated into the contract</b>	
T2.4.1 Addenda to the tender documents	RD.44
T2.4.2 Minutes of the pre-tender clarification meeting and site inspection	RD.45

*NOTE: the Tenderer is required to complete each and every schedule listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer.*

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

<b><u>Document</u></b>	<b><u>Page</u></b>
<b>1. Returnable Schedules required only for tender evaluation purposes</b>	
T2.1.1 Record of addenda to tender documents	RD.4
T2.1.2 Certificate of authority	RD.5
T2.1.3 Compulsory Enterprise Questionnaire	RD.1
T2.1.4 Preferential Procurement	RD.3
T2.1.5 Proposed qualifications	RD.43
T2.1.6 Schedule of the Tenderer's experience	RD.44
T2.1.7 Contactable reference template	RD.46

### T2.1.1 Record of Addenda to Tender Documents

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:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## T2.1.2 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 COR- PORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRI- ETOR

### (I) Certificate For Company

I, ....., chairperson of the Board of Directors of .....  
 ....., hereby confirm that by resolution of the Board  
 (copy attached) taken on ....., Mr/Ms ....., acting in the  
 capacity of ....., was authorized to sign all documents in  
 connection with the tender for Contract No. JW14303 and any contract resulting from it on  
 behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

## (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 authorise Mr/Ms . . . . . , authorised 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
		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 .....

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

## T2.1.3 Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Proof of CSD registration ie MA xxxxxxxx number .....

SARS Tax Compliance status Pin number .....

### Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to verify the tax compliance status from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

## **T2.1.4 Preferential Procurement**

Forms for Completion by the Tenderer included in this section are:

<b>Form No.</b>	<b>Form Title</b>	<b>Description</b>
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer Form to be completed by the Tenderer
MBD 4	Declaration of any potential Conflict or Interest	Form to be completed by the Tenderer
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer

**Note:**

All information supplied must be current and valid. Proposed or imminent changes to a Tenderer's status may be mentioned but the declarations must reflect current circumstances.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable
- b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) level certificate issued by an authorized body or person; B-BBEE Status
  - 2) as prescribed by the B-BBEE Codes of Good Practice; A sworn affidavit
  - 3) requirement prescribed in terms of the B-BBEE Act; Any other re-
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 4. POINTS AWARDED FOR PRICE

### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$



Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

#### 4.3 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{max}$  = Price of highest acceptable bid

### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name \_\_\_\_\_ of \_\_\_\_\_ compa-  
ny/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

9.6 **COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the compa-  
ny/firm, certify that the points claimed, based on the B-BBE status level of contributor in-  
dicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm  
for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indi-  
cated 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

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

- 1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 2 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description) in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity) do hereby make the following statements that I certify to be true and complete in every respect:

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

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

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

### T2.1.5 Proposed Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material qualifications.

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tenderer* \_\_\_\_\_

a world class African city

### T2.1.6 Schedule of the Tenderer's Experience

A detailed description of the nature of works must be provided for all projects listed below must be supported by a reference letters (T2.1.7).

CLIENT: CONTACT PERSON AND TELE- PHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclu- sive of VAT)	DATE SERVICE WAS PROVIDED

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Tenderer*



**T2.1.7 Contactable reference template**

*Note : Please see NB at bottom of page.*

To Johannesburg Water (SOC) Ltd

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

**Name of tenderer:**

.....

**Description of goods / services provided (Scope of Work)**

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

**Date of goods / services provided**

**Start date:** .....

**End date:** .....

**Value of Contract:** .....

**Was their performance satisfactory?**

**Yes / No\***

**Name of authorised person:**

.....

**Signature:** .....

**Date:** .....

**Telephone:** .....

**Email:** .....

**Completed on behalf (name of business)**

.....

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



**T2.1.7 Contactable reference template**

*Note : Please see NB at bottom of page.*

To Johannesburg Water (SOC) Ltd

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

**Name of tenderer:**

.....

**Description of goods / services provided (Scope of Work)**

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

**Date of goods / services provided**

**Start date:** .....

**End date:** .....

**Value of Contract:** .....

**Was their performance satisfactory?**

**Yes / No\***

**Name of authorised person:**

.....

**Signature:** .....

**Date:** .....

**Telephone:** .....

**Email:** .....

**Completed on behalf (name of business)**

.....

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





**T2.1.7 Contactable reference template**

*Note : Please see NB at bottom of page.*

To Johannesburg Water (SOC) Ltd

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

**Name of tenderer:**

.....

**Description of goods / services provided (Scope of Work)**

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

**Date of goods / services provided**

**Start date:** .....

**End date:** .....

**Value of Contract:** .....

**Was their performance satisfactory?**

**Yes / No\***

**Name of authorised person:**

.....

**Signature:** .....

**Date:** .....

**Telephone:** .....

**Email:** .....

**Completed on behalf (name of business)**

.....

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



**T2.1.7 Contactable reference template**

*Note : Please see NB at bottom of page.*

To Johannesburg Water (SOC) Ltd

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

**Name of tenderer:**

.....

**Description of goods / services provided (Scope of Work)**

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

**Date of goods / services provided**

**Start date:** .....

**End date:** .....

**Value of Contract:** .....

**Was their performance satisfactory?**

**Yes / No\***

**Name of authorised person:**

.....

**Signature:** .....

**Date:** .....

**Telephone:** .....

**Email:** .....

**Completed on behalf (name of business)**

.....

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

## T2.2 LIST OF RETURNABLE DOCUMENTS

### Document

### Page

#### **2. Other documents required only for tender evaluation purposes**

T2.2.2	SARS Tax Compliance Status Pin and Proof of CSD registration ie MA xxxxxxxxxx number	RD.55
--------	---	-------



a world class African city

### **T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration**

***The Tenderer must attach hereto a copy SARS Tax Compliance Status Pin and Proof of CSD registration ie MA xxxxxxxxxxx number.***

## T2.4 LIST OF RETURNABLE SCHEDULES

### Document

### Page

#### 4. Other documents that will be incorporated into the contract

T2.4.1 Addenda to the tender documents

RD.116



a world class African city

Contract No JW14303  
**Supply of Software Licenses for Design and Cad drawing Software**



### **T2.4.1 Addenda to the Tender Documents**

Copies of all Addenda to the tender documents which have been issued by the Employer will be inserted here by the Employer.



a world class African city

Contract No JW14303  
**Supply of Software Licenses for Design and Cad drawing Software**



#### **T2.4.2 Minutes of the Pre-Tender Clarification Meeting and Site Inspection**

There will be no meeting or inspection to be conducted.

Volume	1	2		
Part	C1	C2	C3	A

# Johannesburg Water (SOC) Ltd



**CONTRACT JW14303**

**SUPPLY OF SOFTWARE LICENSES FOR DESIGN  
AND CAD DRAWING SOFTWARE FOR A PERIOD  
OF THREE(3) YEARS**

**VOLUME 1**

**AGREEMENT AND CONTRACT DATA**

**SCOPE OF WORK**

Prepared By:		
Engineering Services Unit		
PO Box 61542		
Marshalltown 2107		
Tel.	+27 11 688 6682	Vol. 2.0
Fax	+27 11 688 6604	March 2020

Employer:		Contractor:	
Witness:		Witness:	



<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	C1	C2	C3	A

---

**TABLE OF CONTENTS**

	<b>PAGE(S)</b>
C1 ..... AGREEMENTS AND CONTRACT DATA .....	1
C1.1    Form of Offer and Acceptance .....	1
C1.2    Contract Data .....	6
C2 PRICING DATA .....	9
C2.1 Pricing Instructions.....	9
C3 SCOPE OF WORK .....	20
C3.1 Employer's Objectives .....	20
C3.2 Description of the Services .....	
C3.3 Brief.....	20
C3.4 Procurement .....	21
C3.5 Electronic Payments .....	21
C3.6 Training    21	

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## **C1 AGREEMENTS AND CONTRACT DATA**

### **CONDITIONS OF CONTRACT**

This Contract is in terms of Johannesburg Water SOC Ltd General Conditions of Contract (JW13), obtainable from Johannesburg Water (SOC) Ltd on request.

**NB: FAILURE TO COMPLETE AND SIGN THIS FORM AS REQUIRED WILL RESULT IN ELIMINATION**

### **C1.1 Form of Offer and Acceptance**

#### **C1.1.1 Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Supply of Design and Drawing Software Licenses For A Period Of Three (3) Years.** to ensure that all design work the Employer executes during Contract Period of Performance complies with the requirements of all acts. The assignment will be for a period of thirty-six (36) months.

The Tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and Addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

#### **DESIGN SOFTWARE:**

Signature .....

Name .....

Capacity .....

for the Tenderer .....

(Name and address of organization)

Name and signature

of witness Name .....Signature .....

Date .....

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

**NB: FAILURE TO COMPLETE AND SIGN THIS FORM AS REQUIRED WILL RESULT IN  
ELIMINATION**

**DRAWING SOFTWARE:**

Signature .....

Name .....

Capacity .....

for the Tenderer

.....

(Name and address of organization)

Name and signature

of witness Name .....Signature .....

Date .....

**NB: FAILURE TO COMPLETE AND SIGN THIS FORM AS REQUIRED WILL RESULT IN  
ELIMINATION**

**C1.1.2 Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an Agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract are contained in:

Part C1: Agreements and Contract Data; (which includes this Agreement)

Part C2: Pricing Data;

Part C3: Scope of Work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

Deviations from and amendments to the documents listed in the Tender Data and any Addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed unsigned copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any proof of insurance and

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	<b>C1</b>	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature ..... Name .....

Capacity .....

for the Employer .....

(Name and address of organisation)

Witness Name ..... Signature.....

Date .....

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	<b>C1</b>	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

**C1.1.3 Schedule of Deviations**

1. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
2. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
3. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_
4. Subject: \_\_\_\_\_  
Details: \_\_\_\_\_

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and Addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, by oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the parties arising from this Agreement.

**For the Tenderer:**

Signature .....

Name .....

Capacity .....

.....

Organization.....

**Witnesses**

Name

Signature

.....

.....

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	<b>C1</b>	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

**For the Employer**

Signature ..... Name

.....

Capacity .....

Organization.....

**Witnesses**

Name Signature

.....

.....

.....

.....

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

**C1.2 Contract Data**

**Part 1: Contract Data completed by the Employer:**

The Employer is Johannesburg Water (SOC) Ltd.

The authorized and designated representative of the Employer is:

Name and Surname: William Chitsa

Physical Address: Turbine Hall, 65 Ntemi Piliso Street, Newtown,  
Johannesburg

Telephone: 011 688 1603

Facsimile: 011 688 1521

Email: [william.chitsa@jwater.co.za](mailto:william.chitsa@jwater.co.za)

- 1 The Service is for the Supply of a total of fifteen (15) Design Software Licenses, License renewal, Training and Support. The software must have the following capabilities.**

**LICENSING**

Multi - User Licensing and network (shared) licenses on a cloud-based licensing system which allows for sharing of modules between multiple users.

Real time design module sharing across a cloud-based license

which incorporates:-

Advanced survey calculations for digital terrain model creation,

Earthwork design & analysis,

Water network design & analysis

Sewer network design and analysis

Comprehensive add-on or standalone 2/3D CAD functionality for design and final production drawing drafting.

3d model creation for design verification and project presentation.

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	<b>C1</b>	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

**The Service is for the Supply of a total of fifty (50) Cad Drawing Software Licenses, License renewal, Training and Support. The software must have the following capabilities.**

CAD software with design automation plus toolsets, web, and mobile apps

The CAD software should be able to provide architects, engineers, and construction professionals to create precise 2D and 3D drawings.

- Draft, annotate, and design 2D geometry and 3D models with solids, surfaces, and mesh objects
- Automate tasks such as comparing drawings, counting, adding blocks, creating schedules, and more
- Customize with add-on apps and APIs

2 The Period of Performance is for **thirty-six (36) months**.

**Contract Scope**

The Contract scope shall be limited to the:

- a) type of work as defined in the Scope of Work section of this Contract and made-up of various projects; and

**Payment**

Payment for the Contract shall be electronic, thus the Service Provider shall ensure the Employer always has the most updated banking information of the Service Provider. The Employer:

- a) requires that the Service Provider invoice per individual active Contract project.  
b) Invoice to be submitted after supply of software and invoice will be paid within 30 days.

Employer:		Contractor:	
Witness:		Witness:	



<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	<b>C1</b>	C2	C3	A

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Agreement and Contract Data**

**Part 2: Data provided by the Service Provider**

The Service Provider is:

Physical Address:

Postal Address:

Telephone:

Facsimile:

The authorized and designated representative of the  
Service Provider is:

Physical Address:

Postal Address:

Telephone:

Facsimile:

The period of performance is:

**-----END OF PART -----**

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	C1	<b>C2</b>	C3	A

## C2 PRICING DATA

### C2.1 Pricing Instructions

#### C2.1.1 General

The Service providers will be required to price for the software that they will supply only.

The following shall be noted:

- a) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- b) VAT on fees payable to the South African Revenue Services shall be indicated separately on each invoice submitted by the Service Provider.
- c) Service Provider will only invoice for work done.
- d) This is a re-measurable contract.

#### C2.1.2 Contract Price Adjustment

Contract Price Adjustment shall not be applicable please ensure that all pricing takes into account fluctuations in foreign currents and all price increases.

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

## Schedule A-1: DESIGN SOFTWARE [FIFTEEN (15) NEW NETWORK LICENSES]

No	Item	Unit	Quantity	Rate (New License) (Rands)	Amount (New License) (Rands)	Total for New Licence (Rands)
1	DTM Modelling	No.				
2	SEWER	No.				
3	WATER	No.				
				<b>SUB-TOTAL</b>		
				<b>TOTAL AMOUNT</b>		

\*Please add any other package that works with your Design software

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

## Schedule A-2: DESIGN SOFTWARE [FIFTEEN (15) NETWORK LICENSE RENEWALS]

No	Item	Unit	Quantity Year 1	Rate Yearly License Renewal Year 1 (Rands)	Amount License Renewal Year 1 (Rands)	Quantity Year 2	Rate Yearly License Renewal Year 2 (Rands)	Amount License Renewal Year 2 (Rands)	Quantity Year 3	Rate Yearly License Renewal Year 3 (Rands)	Amount License Renewal Year 3 (Rands)	Total for 3 Years
1	DTM Modelling	No.				15			15			
2	SEWER	No.				15			15			
3	WATER	No.				15			15			
			SUB-TOTAL									
			TOTAL AMOUNT									

\*Please add any other package that works with your Design software

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

## Schedule A-3 : DESIGN SOFTWARE TRAINING

No	Item	Unit	Quantity Year 1	Rate Training Year 1 (Rands)	Amount Training Year 1 (Rands)	Quantity Year 2	Rate Training Year 2 (Rands)	Amount Training Year 2 (Rands)	Quantity Year 3	Rate Training Year 3 (Rands)	Amount Training Year 3 (Rands)	Total for 3 Years
1	DTM Modelling	No.	55			10			10			
2	SEWER	No.	55			10			10			
3	WATER	No.	55			10			10			
			<b>SUB-TOTAL</b>									
			<b>TOTAL AMOUNT</b>									

\*Please add any other package that works with your Design software

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

## Schedule A-4: DESIGN SOFTWARE SUPPORT

No	Item	Unit	Quantity	Rate Support Year 1 (Rands)	Amount Support Year 1 (Rands)	Rate Support Year 2 (Rands)	Amount Support Year 2 (Rands)	Rate Support Year 3 (Rands)	Amount Support Year 3 (Rands)	Total for 3 Years
1	DTM Modelling	Sum	1							
2	SEWER	Sum	1							
3	WATER	Sum	1							
<b>SUB-TOTAL</b>										
<b>TOTAL AMOUNT</b>										

\*Please add any other package that works with your Design software

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	C1	<b>C2</b>	C3	A

**Pricing Data**

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Schedule A-5 : DESIGN SOFTWARE SUMMARY FOR 3 YEARS**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT (RANDS)</b>
1.	NEW LICENSES	
2.	LICENSE RENEWALS	
3.	TRAINING	
4.	SUPPORT	
<b>TOTAL EXCL VAT</b>		
<b>15%VAT</b>		
<b>GRAND TOTAL</b>		

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

JW14303 Page (15)

**Pricing Data**

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Schedule B-1: DRAWING SOFTWARE [FIFTY (50) SINGLE USER/NETWORK LICENSES]**

No	Item	Unit	Quantity	Rate (New License) (Rands)	Amount (New License) (Rands)	Total for New Licence
1	DRAWING SOFTWARE	No.	50			
				<b>SUB-TOTAL</b>		
				<b>TOTAL AMOUNT</b>		

Employer:		Contractor:	
Witness:		Witness:	



Volume	1	2		
Part	C1	C2	C3	A

Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

Schedule B-2: DRAWING SOFTWARE [FIFTY (50) SINGLE USER/NETWORK LICENCE RENEWALS]

No	Item	Unit	Quantity Year 1	Rate Yearly License Renewal Year 1 (Rands)	Amount License Renewal Year 1 (Rands)	Quantity Year 2	Rate Yearly License Renewal Year 2 (Rands)	Amount License Renewal Year 2 (Rands)	Quantity Year 3	Rate Yearly License Renewal Year 3 (Rands)	Amount License Renewal Year 3 (Rands)	Total for 3 Years
1	DRAWING SOFTWARE	No.	50			50			50			
			SUB-TOTAL									
			TOTAL AMOUNT									

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

## Schedule B-3: DRAWING SOFTWARE TRAINING

No	Item	Unit	Quantity Year 1	Rate Training Year 1 (Rands)	Amount Training Year 1 (Rands)	Quantity Year 2	Rate Training Year 2 (Rands)	Amount Training Year 2 (Rands)	Quantity Year 3	Rate Training Year 3 (Rands)	Amount Training Year 3 (Rands)	Total for 3 Years
1	DRAWING SOFTWARE	No.	55			10			10			
			SUB-TOTAL									
			TOTAL AMOUNT									

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

JW14303 Page (18)

**Pricing Data**

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Schedule B-4: DRAWING SOFTWARE SUPPORT**

No	Item	Unit	Quantity	Rate Support Year 1 (Rands)	Amount Support Year 1 (Rands)	Rate Support Year 2 (Rands)	Amount Support Year 2 (Rands)	Rate Support Year 3 (Rands)	Amount Support Year 3 (Rands)	Total for 3 Years
1	DRAWING SOFTWARE	Sum	1							
		<b>SUB-TOTAL</b>								
		<b>TOTAL AMOUNT</b>								

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## Pricing Data

Supply of Software Licenses for Design  
and Cad drawing Software

## Schedule B-5: DRAWING SOFTWARE SUMMARY

ITEM	DESCRIPTION	AMOUNT (RANDS)
1.	NEW LICENSES	
2.	LICENSE RENEWALS	
3.	TRAINING	
4.	SUPPORT	
TOTAL EXCL VAT		
15% VAT		
GRAND TOTAL		

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

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

Email: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 2022

Employer:		Contractor:	
Witness:		Witness:	

Volume	1	2		
Part	C1	C2	C3	A

## C3 SCOPE OF WORK

### C3.1 Employer's Objectives

The objective of the Employer is to appoint experienced Service Providers to supply the software licenses for the following software:

- A total of fifteen (15) Design Software licences and annual renewal licences.
- A total of fifty (50) Computer-Aided Drawing (CAD) software and annual renewal licences.
- Training.
- Support.

The emplacement of this contract is intended for a period of **36 Months**. Johannesburg Water SOC (Ltd) reserves the right to award the contract in whole or in part and to more than one Service Provider.

### C3.1 Brief

#### C3.1.1 Scope

Supply of the following software licenses, license renewals and all related updates and Training:

- a) Design software with capability to design and analyse Water and Sewer Networks:
- LICENSING
- Multi - User Licensing and network (shared) licenses on a cloud-based licensing system which allows for sharing of modules between multiple users.
- Real time design module sharing across a cloud-based license which incorporates:-
- Advanced survey calculations for digital terrain model creation,
- Earthwork design & analysis,
- Water network design & analysis
- Sewer network design and analysis
- Comprehensive add-on or standalone 2/3D CAD functionality for design and final production drawing drafting.
- 3d model creation for design verification and project presentation.

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	C1	C2	C3	<b>A</b>

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Scope of Work**

b) CAD Drawing Software

CAD software with design automation plus toolsets, web, and mobile apps

The CAD software should be able to provide architects, engineers, and construction professionals to create precise 2D and 3D drawings.

- Draft, annotate, and design 2D geometry and 3D models with solids, surfaces, and mesh objects
- Automate tasks such as comparing drawings, counting, adding blocks, creating schedules, and more
- Customize with add-on apps and APIs

### C3.2 Procurement

The Service Provider will take account of the Employer's Preferential Procurement Policy and broad-based black economic empowerment ownership participation requirements for this Contract and note that:

- The Employer reserves the right to conduct broad-based black economic empowerment ownership participation audits during the Contract Period of Performance to ensure that the appointed broad-based black economic empowerment ownership is either maintained or improved during such period. Thus the Employer reserves the right to verify or re-verify the Service Provider's or any sub-contractor appointed by the Service Provider's Broad-based black economic empowerment status should he deem it necessary, without having to specify any reason. Such verification may be extended to include other preferential procurement criteria, should the Employer deem it necessary.
- where broad-based black economic empowerment ownership participation is altered during the Contract Period of Performance, the Service Provider shall formally notify the Employer and indicate *how and when* such 'lost' broad-based black economic empowerment ownership participation shall be re-established.

### C3.3 Electronic Payments

The Service Provider shall provide all necessary information to facilitate effective electronic payment, as required by the Financial Department of the Employer.

### C3.4 Training

The Service Provider will be required to provide training when required for the duration of the Contract, however if the Service Provider has indicated that there is free training in their Tender submission that training shall be provided free of charge. The training required is Beginners which can be done once

Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>		
<b>Part</b>	C1	C2	C3	<b>A</b>

**Supply of Software Licenses for Design  
and Cad drawing Software**

**Scope of Work**

off at the beginning of the Contract and Advanced Training which can be done twice a year for the duration of the Contract.

### **C3.5 Support**

The Service Provider will be required to provide Technical support for the duration of the Contract and this Technical support might be on site or off site.

**--- END OF PART ---**

Employer:		Contractor:	
Witness:		Witness:	