

INVITATION TO BID TENDER COVER PAGE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 069/22

CLOSING DATE: 08 DECEMBER 2022

CLOSING TIME: 10:30

DESCRIPTION: REPAIR AND MAINTENANCE OF BULK WATER FLOW METERS ON AN AS-AND-WHEN REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BIDDERS ARE ENCOURAGED TO ATTEND A NON-COMPULSORY TENDER BRIEFING SESSION ON 09 NOVEMBER 2022 AT 12:00 TO 13:00 ON MICROSOFT TEAMS. THE LINK WILL BE AVAILABLE ON THE JW WEBSITE ADVERT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7)
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	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
<i>The 80/20 Scoring System will be applicable to this tender, i.e. 80 points for Price and 20 points for Preferential Procurement (BBBEE)</i>				
TOTAL BID PRICE (IF APPLICABLE)				R
TOTAL NUMBER OF DOCUMENTS SUBMITTED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Operations
CONTACT PERSON	Nthabiseng More		CONTACT PERSON	Nosipho Mokoena
TELEPHONE NUMBER	011 688 1512		TELEPHONE NUMBER	011 688 1585
E-MAIL ADDRESS	nthabiseng.more@jwater.co.za		E-MAIL ADDRESS	nosipho.mokoena@jwater.co.za

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 TURBINE HALL 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 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? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.4. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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:

ACKNOWLEDGEMENT OF BID CONDITIONS

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

SIGNATURE(S) OF BIDDER OR ASSIGNEE(S).....

DATE:.....

Capacity and particulars of the authority under which this bid is signed

Name of bidder.....

Postal address (in block letters)

Telephone No.(s)

Facsimile No:

Bid No.

Name of contact person (in block letters).....

INSTRUCTIONS TO BIDDERS

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

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

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

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

IMPORTANT CONDITIONS

1. Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the eTender portal.
2. Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
3. If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
4. Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
5. All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown. Bidders are required to submit soft copy tender documents in a form of USB.
6. Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein, and should be bound in such a way that pages will not go missing.
7. Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents.
8. It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
9. Tenderers will be afforded a period of three (3) days to complete returnable documents in instances where such forms are incomplete. Except MBD 6.2 and MBD 3.2 in instances where such forms are applicable to a tender.
10. Pricing schedule must be completed and signed. Bids that are received contrary to this requirement will be disqualified.
11. The evaluation on price alteration must be conducted as follows:
 - 11.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
 - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified
 - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
 - 11.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
 - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
 - (iii) If there is an alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender.
12. Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.

CHECK-LIST FOR TENDER SUBMISSION

Completion of this check-list will assist the Tenderer in ensuring that they have complied with all the requirements for submission of this tender.

#	Description	Complied	
		Yes	No
1 Contact details provided	Name of tenderer		
	Contact person		
	Telephone No.		
	Fax No.		
	Email address		
	Cell No.		
2 Completion of documentation (Forms)	Provide an Authority to sign tender		
	Completed and signed (Acknowledgement of conditions)		
	Completed and signed Tender form and Pricing schedule		
	Completed MBD 3..1 - Firm Prices		
	Alterations (if any) authenticated		
	Completion of form MBD 6.1 – (Preference points claim)		
	Complete and sign MBD 4- Declaration of any potential Conflict of Interest		
	Complete and sign MBD 8- past Supply Chain Management Practices Form		
	Complete and sign MBD 5 (Declaration for Procurement above R10m)*		
	Complete and sign MBD 9- Certificate of Independent bid Determination		
	JV Agreement (if Applicable)		
	Completed Banking Details		
3 Submission of documents	Valid Tax Compliance Status Pin/ CSD MAAA number for Tenders		
	Valid BBBEE certificate (SANAS/CIPC) or Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.		
	Certified copy of a consolidated Valid BBBEE certificate for JV (if applicable)		
	Confirmation that you have no municipal commitments overdue for more than 90 days**(for both the bidder/company and for the directors)		
	Confirmation that suitable arrangements in place for arrear municipal obligations with your local municipality		
	Annual Financial statements for past 3 years (AFS) *		
4 Qualifications	Is your tender subject to any qualifications? If Yes, reference to such qualification/s and must be indicated below: -----		

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

** for all tenders regardless of value

Name of tenderer _____ Signature _____ Date _____



CERTIFICATE OF AUTHORITY

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

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

(I) Certificate For Company

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

Chairman:

As Witnesses: 1.....

2.....

Date:



CERTIFICATE OF AUTHORITY

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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



(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 AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

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



(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA). Preferential Procurement Regulations 2017, Supply Chain Management Policy of Johannesburg Water (JW) and applicable Supply Chain Management Treasury Regulations.

Administrative Returnable document e.g.:

1. SARS one-time TAX PIN,
2. municipal statement of account for both Director and Company (not older than three [03] months or a valid lease agreement),
3. annual financial statements (AFS) three [03] years, (if required, audited financial statements)
4. Joint Venture / Consortium Agreement signed by all parties.
5. Valid B-BBEE Certificate or copy thereof or a valid sworn affidavit
6. A completed and signed Invitation to Bid form MBD 1
7. A completed pricing schedule – firm prices form MBD 3.1
8. A completed and signed Declaration of Interest form MBD 4
9. A completed and signed Declaration for procurement above R10 million (VAT included) form MBD 5
10. A completed and signed Preference Points Claim Form MBD 6.1
11. A completed and signed Declaration of Bidder's Past Supply Chain Management Practices MBD 8
12. A completed and signed Certificate of Independent Bid Determination (MBD 9)

B-BBEE validation requirements:

- a) Valid original B-BBEE certificate or copy of valid B-BBEE certificate (Only Valid B-BBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- b) In case of a JV, the tenderer must provide a joint venture agreement signed by all parties and proof of a consolidated valid original B-BBEE Certificate or copy of B-BBEE Certificate and scorecard of a joint venture is required. (both the

- agreement and the consolidated valid original B-BBEE Certificate or valid copy of B-BBEE Certificate must be submitted
- c) A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a valid sworn affidavit.
 - d) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a sworn affidavit.
 - e) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original or the Bidder must submit an affidavit stipulating that their annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on their latest Financial Statements/Management Accounts and other information available thereon. A Bidder must submit their latest Annual Financial Statements signed off by the professional Accountant or Auditor.
 - f) Bidders who do NOT qualify as EME's and QSE's as outlined in (c) and (d) above, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
 - g) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
 - h) Bidders who fail to submit a valid original or copy of their B-BBEE Certificate or Valid Sworn Affidavit will score zero (0). Valid Sworn Affidavits or copy of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

That is,

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

3. Functionality:

The following aspects will be considered during the Technical evaluation:

- 3.1 The tenderer (company) must have a minimum of 2 years' experience in routine maintenance, repairing and replacement of Bulk Water Flow Meters.
- 3.2 The tenderers' key staff to be assigned to this contract must have the required qualifications as stipulated.
- 3.3 The tenderers' key staff to be assigned to this contract must have the required experience as stipulated.



EVALUATION CRITERIA



Gatekeepers (Technical)

TENDERER'S EXPERIENCE, QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL				
Criteria No.	Criteria	Description	Documentary Evidence	Submission Compliant (Yes/ No)
1	Tenderer's Experience	The tenderer (company) must have a minimum of 2 years' experience where routine maintenance and repairing or replacement of bulk flow meters size 40mm and above was carried out successfully.	<p>The tenderer must provide confirmation in writing (i.e. contactable reference letter/s) from their clients indicating that the tenderer has a minimum of 2 years' experience where routine maintenance and repairing or replacement of bulk flow meters size 40mm and above was carried out successfully.</p> <p>NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria.</p> <p>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.</p>	Submission Compliant (Yes/ No)
The tenderer must achieve a YES Compliant for tenderer's experience to be considered for further evaluation.				
2	Qualifications of Key Personnel	<p>The tenderer must submit qualifications for each of the 3 key personnel required:</p> <ul style="list-style-type: none">- 1x Metering Engineer- 2x Metering Technicians	<p>1x Metering Engineer:</p> <p>A minimum of National Diploma in an Engineering Field (Electrical or Electronic or Civil or Mechanical or Mechatronics or Instrumentation) is required for the metering Engineer</p>	Submission Compliant (Yes/ No)



EVALUATION CRITERIA



			2x Metering Technicians: Both Technicians are required to have a minimum of N4 national certificate with trade test in the field of Electrical or Electronic or Civil or Mechanical or Mechatronics or Mechanician or Instrumentation OR a National N-Diploma (N6) in one of the fields listed above.	Submission Compliant (Yes/ No)
The tenderer must achieve YES Compliant of all Key personnel qualifications above to be considered for further evaluation				
1.3	Experience of Key Personnel	Tenderer must submit CVs of their Metering Engineer and 2x Metering Technicians describing their relevant work experience in relation to the scope of work. The three CVs must clearly show enough evidence for JW to evaluate the suitability of the metering team's ability to carry out the scope of work successfully.	Metering Engineer A minimum of 3 years' experience is required for the Metering Engineer in the areas of: <ul style="list-style-type: none">• Bulk water meter installations and or• Flow metrology / calibrations and or• The repairing of ultrasonic / electromagnetic flow meters.	Submission Compliant (Yes/ No)
		Note: <i>The tenderer must complete and submit the attached Curriculum Vitae template for their key personnel with relevant experience to the works required. The tenderer must provide a separate form for each key personnel as per the positions listed in the form.</i>	2x Metering Technicians A minimum of 2 years' experience is required for each Metering Technician for work in routine maintenance and or repairing of bulk flow meters	Submission Compliant (Yes/ No)
The tenderer must achieve YES Compliant of all key personnel experience above to be considered for further evaluation				

4. Financial offer:

The following aspects will be considered in the financial offer:

- 4.1. Costing for all items as described in the Pricing Schedule
- 4.2. Review of financial offer and discrepancies between total and calculations
- 4.3. Identify any parameters that may have a bearing on the financial offer, e.g. contract period, price escalations or adjustments required and life cycle costs.

When the value of the bid is estimated not to exceed R50 000 000 (all applicable taxes included) the 80/20 preference point system shall be applicable,

The maximum points for this bid are allocated as follows:

PREFERENCE POINT SYSTEM	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE	100

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 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:

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

AWARD STRATEGY

To award the contract to a single service provider (contractor) who is technically compliant and the most price competitive bidder (Highest scoring bidder in terms of price and preference)

CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW OPS 069/22 for Repair and Maintenance of Bulk Water Flow Meters**

Name of Tenderer:

Description of Goods / Services provided

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

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

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

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

Name of authorised person:

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

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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

Curriculum Vitae of Key Personnel

Provide separate forms for each key personnel as per the position listed in the form:

METERING ENGINEER

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div>	
<u>Experience Record Pertinent to Required service:</u> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div> <div style="border-top: 1px dotted black; height: 10px; margin-top: 5px;"></div>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Curriculum Vitae of Key Personnel

Provide separate forms for each key personnel as per the position listed in the form:

METERING TECHNICIAN (1)

[illegible]**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date

Curriculum Vitae of Key Personnel

Provide separate forms for each key personnel as per the position listed in the form:

METERING TECHNICIAN (2)

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
Signature of person named in the schedule

.....
Date



CONTRACT NO: JW OPS 069/22
REPAIR & MAINTENANCE CONTRACT
OF BULK WATER FLOW METERS



TECHNICAL SPECIFICATIONS

TECHNICAL INFORMATION AND SCOPE OF WORK

1. CONTRACT DESCRIPTION

The contract involves the Repair and Maintenance of Bulk Flow Meters for Johannesburg Water (SOC) Ltd where the Contractor will be required to repair, maintain and replace (install) existing bulk flow electronic and mechanical water meters, associated components and meter enclosures, on an as-and-when required basis.

2. GENERAL

Johannesburg Water has approximately 400 bulk meters located throughout the entire JW area of operation (all Regions of the City of Johannesburg) that serve a variety of functions including network & storage management, cross boundary flows and bulk supply to low income and informal settlement areas.

The bulk meters located at the various reservoir sites are, where possible, connected to the JW Telemetry system and the flow data accessed by JW technical staff for monitoring and data purposes. Some flow meters are connected to loggers for monitoring purpose.

These flow meters are functionally categorised as follows:

- Reservoir, Tower, Pump, Check & District
- Cross Boundary (outflow)
- Low Income
- Informal Settlement

The maintenance of these Bulk Flow meters are required for a period of every six (6) months per calendar year and as per these JW technical specifications.

The amount of Bulk Flow meters could vary on the system, therefore only the sites in service or in operation or deemed necessary will be planned for maintenance. The invoice each month will reflect the sites maintained for the month and additional work done on sites.

Table of Meter Categories & Approximate Quantities - may vary from month to month.

No	Description	Meter Installed Quantity
1	Reservoir, Tower and Pump stations	196
2	Check	6
3	District	29
4	Cross Boundary (Out)	29
5	Low Income	16
6	Informal Settlements	78



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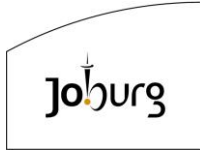
TECHNICAL SPECIFICATIONS

THESE TECHNICAL SPECIFICATIONS SHOULD BE FOLLOWED WITH RESPECT TO THIS TENDER. THE FOLLOWING SERVICES ARE MANDATORY IN THE CONTRACT:

3. TECHNICAL PERSONNEL

The following work is required from the Contractor's Project Team consisting of:

Title	Core Duties / Responsibility
Project Co-ordinator / Administrator	<ul style="list-style-type: none">• Carry out all administration duties relating to the contract are delivered in an accurate and timely manner.• Produce the monthly reports and capture minutes of meetings.• Oversee both hard and soft document control.• Co-ordination of technical information, scheduling and specifications.
Technical Assistant	<ul style="list-style-type: none">• Provide support and assistance directly to the metering technicians and artisans to ensure the operation and meter security is maintained through the repair and maintenance related tasks of the bulk meters, associated chambers and or metering enclosures / installations.
Artisans - Electrical - Millwright	<ul style="list-style-type: none">• The Electrical Artisans will be required to repair or fit meter related electrical components, power and ancillary items of the JW meter installations or associated chambers / enclosures to ensure the meter can be reinstated as in-service (operational).• The Millwright Artisans will be required to fabricate, repair or fit meter mechanical related components and ancillary items of the JW meter installations or associated chambers / enclosures to ensure the meter can be reinstated as in-service (operational) and or kept secure from possible vandalism or theft.
Metering Technician	<ul style="list-style-type: none">• Must test, calibrate, verify, install, repair, log and inspect flow metering equipment and monitoring devices.• Must carry out site maintenance, risk & safety audits and contribute to the monthly reports on JW sites pertaining to the metering installations.• Must be available after hours to attend to urgent metering matters as directed by JW ESS management.• Need to perform general maintenance on the equipment associated with the flow meter.
Metering Engineer	<ul style="list-style-type: none">• Review maintenance plans and work instructions of team.• Analyse meter logged data and meter readings of bulk flow meters to determine root-cause analysis of failures and meter product reliability regarding mean time between failure rates.• Support field trials and evaluation of all new flow meter installations or smart metering innovations.• Develop or revise flow metering technical standards and SOPs for JW.• Assist Metering Technicians on complex problems encountered in the field.• Determine, as required by JW, the designing of the meter installations, type of flow meter to be used and appropriate sizing of the meter.• Provide on-site training to JW Personnel as and when required.



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4. PLANNED ROUTINE MAINTENANCE

The following activities are associated with the continued operation of the bulk flow meters and associated peripheral devices at Johannesburg Water (also referred to as JW):

4.1 Converter and Sensor Testing

- Test all outputs and repair / replace any faulty converters.
- Configure converter according to the matching sensor specifications.
- Where possible, compare actual flow meter reading of the converter with the verification meter clamp-on / insertion in-situ.
- Should additional material or equipment be necessary, then the flow meter(s) must be repaired within 2 working days. If not, it has to be reported to the Field Metering Maintenance Operations Manager with reasons in writing for sanction by him.
- All readings obtained must be recorded on the specific site maintenance sheet, verified in the Telemetry Control Centre (TCC) and then submitted to JW at the compulsory technical monthly meeting to be signed off.

4.2 Flow meters displayed on Telemetry-SCADA

- Ensure all wiring / cabling termination is correct and numbered as per the drawings and I/O schedules.
- Must verify the actual converter flow reading with the reading on the SCADA Mimic (graphic form) in the JW 24/7 Telemetry Control Centre (TCC) and log values / readings / comments in a maintenance logbook.
- All galvanic isolation must be tested to verify input and output signal to the Telemetry (where applicable).
- Inject 4-20mA test signal at the converter to verify the Telemetry-SCADA functionality.

4.3 Earthing Testing

- Test the earthing / surge protection of the flow meter according to appropriate industry standards. The overall earthing resistance must be less than 6-ohms. If not achievable then record your findings for further action.
- All readings obtained must be recorded on the specific site maintenance sheet and produced to JW at the compulsory technical monthly meeting.

4.4 Record Keeping

- Compile a Site Maintenance Report of all Bulk Meter flow meters and record all faulty and replaced equipment in the comments field. Pre-printed Site Maintenance Report Books must be used by the Contractor to complete, in detail, for each site visited. The report must be submitted electronically every month end and will be compared with records before invoicing.
- A SAP reference number must be obtained from the JW 24/7 Telemetry Control Centre (TCC) for each site visit or callout.



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- The Contractor must report to the TCC on arrival and when they depart from site in order for the TCC to record their times and confirm site is back in normal state.
- Log metering equipment types and serial numbers of present and new components and compare with the TCC for all flow meters on location.
- A JW Asset tracking spreadsheet must be produced and updated weekly and submitted at each monthly meeting or when requested by JW.
- Complete the on-site logbook, recording the date, time and type of work carried out.
- An asset list must be kept electronically with each site visit and updated monthly to the relevant person responsible for that area.
- Complete records of equipment repaired or replaced per site.
- With preventative maintenance a schedule must be submitted at the monthly meeting for approval for the upcoming month.

4.5 Additional Activities

- An accurate programmed schedule should be produced using Microsoft Projects / Excel spreadsheet and forwarded to JW for approval every Friday before the commencement of the new week.
- All additional work required on site, outside the standard maintenance activities, must be approved by JW Electrical Support Section (ESS) Field Metering Maintenance Operations Manager before it may proceed. If the additional repairs cannot be achieved during the current maintenance site visit or he does not sanction the request, then these repairs must not occur at this time and must be programmed for later (refer to 5. PLANNED REPAIRS / UNSCHEDULED WORK).
- All in-service flow meter sites must be visited twice per year for scheduled routine maintenance and each site may not be re-visited for routine maintenance until the period of one-hundred-twenty (120) days has lapsed from date of the last site maintenance visit.
- All maintenance on site will carry a ninety (90) days warrantee on workmanship and have to be repaired during working hours. Repairs have to commence within next working day.
- All maintenance carried out on site will carry a 24-hour response time within the first 48-hours of the service being provided. Thereafter it will revert back to ninety (90) days warrantee during working hours. The callout will be for the Contractor's account if it is due to poor workmanship.

5. PLANNED REPAIRS / UNSCHEDULED WORK

5.1 Repairs to flow meters, the ancillary equipment or enclosures

- Repairs that cannot be carried out during the routine maintenance must be carried out on a quotation basis. Confirmation must be received in writing from the JW Field Metering Maintenance Operations Manager or ESS Management before work may commence.



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- All callouts to sites after normal working hours must be pre-approved by JW ESS Management.
- All metering related callouts to sites pertaining to critical faults will carry a 24-hour response time within the first 48-hours of the service being provided. Thereafter it will revert to ninety (90) days warrantee during working hours. The callout will be for the Contractor's account if it is due to poor workmanship.
- The following alarms / incidents will be deemed as critical faults:
 - Flow fault (High, High-High, Continuous No Flow > 6 Hours)
 - No Pulse
 - Cable fault
 - Converter fault
 - Power fault

5.2 Record Keeping

- Compile a Site Report of all bulk flow meters and record all broken / damaged and replaced equipment, including any issues with the enclosures in the comments field. Pre-approved Site Repair Report Books must be used by the Contractor to complete in detail with each site visit. The report must be submitted electronically every month end and will be compared with JW records before invoicing may occur by the Contractor.
- A SAP reference number must be obtained from the JW 24/7 Telemetry Control Centre (TCC) for each site visit or callout.
- The Contractor must report to the TCC on arrival and when they depart from site for the TCC to record their times and confirm site is back in normal state.
- Must log metering equipment types and serial numbers of present and the new components and inform the TCC to update the records on the faceplate.
- A JW Asset tracking spreadsheet must be produced and updated weekly and submitted at each monthly meeting or when requested by JW.
- Complete the on-site logbook, recording the date, time and type of work carried out.
- An asset list must be kept electronically with each site visit and updated on a monthly basis to the relevant person responsible for that area.
- Complete records of equipment repaired or replaced per site.

6. SUPPORT RESPONSE TIMES (NORMAL WORKING HOURS)

Support Level	Criticality	Response Times	Maximum permissible durations before escalation / resolving problem
Telephonic Support		1 Hour	30 minutes before escalation
Online Support		3 Hours	60 minutes before escalation
On-site Support	High	1 Day	1 Day until problem resolved
	Normal	2 Days	3 Days until problem resolved



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NOTES (for Support Response Times Table above)

- a. The response times are all measured from the initial support request call made by JW and include travelling time where applicable. All days are normal working days.
- b. Any timeframe exceeding the response limits / duration as above must be approved by JW ESS management in writing.
- c. A **maximum** of one hour traveling time may be claimed for per callout.

(This includes to-and-from the callout site.)
- d. All critical alarms will automatically be deemed as a High Criticality:
 - Flow fault (High, High-High, No Flow within 8 Hrs)
 - No Pulse output
 - Cable fault
 - Converter fault
 - Power fault
- e. All support callouts that occur after hours will have response times that are pre-discussed with the Contractor and have approval by JW ESS Management before they occur. Each after hours' metering callout will need to be dealt with on a case-by-case basis and the decision recorded in writing.

7. CONTRACT MANAGEMENT

A compulsory meeting will be held every month with the Project Co-ordinator / Administrator, Metering Engineer and JW personnel to handover monthly contract reports, project plans, vehicle log sheets, invoices, documentation, maintenance sheets and discuss any issues or possible system improvements. Any other meetings must be confirmed and agreed by JW ESS Manager.

Note: All reports formats and required content shall be agreed upon at the onset of the contract to ensure all elements are included.

8. HARDWARE / TOOLS

The onus is on the Contractor to procure hardware / software and appropriate tools (i.e. laptops, digital cameras, interface cables, field instrument calibrators, submersible pump, mobile phones etc.) required to carry out their duties as stipulated in the contract. All calibration, measurement and test equipment must be verified every six (6) months for accuracy and repeatability by an acceptable test methodology approved by JW ESS management.



TECHNICAL SPECIFICATIONS

9. KNOWLEDGE OF JW SYSTEM FLOW METERS

All Contractor personnel that will be scheduled to work on JW Bulk Flow meters must be fully conversant on related equipment which comprises of makes (in no specific order):

- ABB
- Krohne
- Siemens
- Safmag
- Panametrics
- Isoil
- Pioneer
- Endress & Hauser
- Sensus

If additional types of bulk flow meters are procured by JW, the Contractor must ensure that all personnel are trained. This will be for the Contractor's account.

10. PROJECT TEAM

Submission to JW ESS Management of the Curricula Vitae (CVs) and relevant work experiences are required of the entire Project Team before anyone may work on a JW site.

Unqualified individuals will not work without appropriate supervision on JW sites.

Where there is a possible safety risk the appropriately qualified person must be on site. This refers to pump stations / pump houses, switchgear rooms, confined spaces, working on water towers (heights).

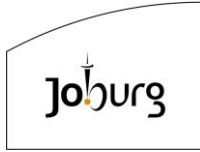
If technical personnel are replaced for any reason during the contract period, the onus lies on the Contractor to duly inform JW of such changes. If unapproved technical personnel are used, then the work will be deemed as "not carried out" and payment for such services will not be honoured.

The Contractor must also ensure that they will have enough qualified personnel at all time to attend to the contractual scope of work.

11. LABOUR RATES

The Contractor must ensure that they factor into their JW Pricing Schedule, under the applicable team member these items for them to successfully carry out their duties under this contract:

- Appropriate PPE and Safety equipment.



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- Tools of the Trade to carry out their duties.
- Verification of the instruments to be used to verify the in-situ flow meters.
- Bulk metering sundries and on-site consumables (cable ties / clips, wall plugs, fasteners, insulation tape, rags, hand cleaner, electrical / lubricating switch cleaner spray etc.)
- Administration costs (report generation, printing of reports, office stationery and sundries)
- Communication costs required to communicate with JW personnel and the 24/7 Telemetry Control Centre (TCC) such as mobile devices and data contracts.

12. SAFETY PLAN

A comprehensive risk assessment must be done on every site before any work may commence. All health and safety risks must be reported to the JW person responsible for that site.

Below is a list of typical sites the Contractor may encounter:

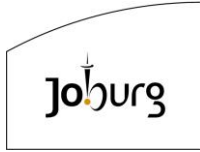
- Reservoirs
- Water towers
- Pump stations / Pump houses
- Confined spaces / Chambers
- Electrical installations
- High incident / Risk areas

13. SOFTWARE / FIRMWARE

All flow meter related firmware and software updates or version releases or licensing must be covered in the contract and be maintained for the duration of the contract by the Contractor. Johannesburg Water personnel must have full use rights and access to the related metering firmware or software during and post the contract. Software licensing, where applicable, must be registered in the name of Johannesburg Water.

14. COMMUNICATION

The Contractor will communicate with the JW 24/7 Telemetry Control Centre (TCC) during maintenance or repairs for confirmation of signals and arrival and departure times from site. All deviations, including emergencies, from the routine maintenance scope of work must be approved by ESS management of Johannesburg Water in writing prior to execution. Any additional work that is to be carried out on JW installations that falls out of the ambit of this contract must be approved on a quotation basis as prescribed by Johannesburg Water procurement policy.



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TECHNICAL SPECIFICATIONS

15. SITE SECURITY

Only if attending a site with JW personnel present may JW provide security. However, the Contractor will always remain solely liable for the safety and security of their own personnel.

16. PERFORMANCE

There must be a minimum of 98% year to date (YTD) uptime of the entire Bulk Flow meters connected on the SCADA system and an overall of 95% YTD on all bulk water flow meters recorded on the asset spreadsheet. This deliverable will be measured each month and reported on at the meeting.

17. PENALTIES

If the Contractor does not meet the specified Support Response Times or Planned Routine Maintenance, Johannesburg Water reserves the right to deduct 15% off the monthly invoice of Item 1 and Item 2 (labour components) and retain the remaining monthly payment due to the Contractor until the matter is appropriately resolved.

If non-compliance to the contract persists and or negligence on the part of the Contractor occurs, then refer to JW SPECIAL CONDITIONS of the tender for remedial action to be taken. **Exclusions** - Some activities / incidents regarding the Bulk Flow Meters are out of the control of the Contractor and therefore the response times to repair these types of failures must be evaluated on an individual basis:

- Vandalism / Theft (proof required i.e. case number from SAPS or JW Security report, supporting photos, incident report).
- Lightning Storm damage (natural phenomena).
- Electrical supply failures that are continuously longer than 48-hours per site and per incident.
- No Access to the installation.
- No free-issued spares available to carry out duties.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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



SPECIAL CONDITIONS

<u>GENERAL</u>	NB!	The attention of the tenderer is drawn to the fact that General Conditions of Contract shall apply, where applicable, to this contract.
<u>DEFINITIONS:</u>	1.1	That "Johannesburg Water (SOC) Ltd" shall herein after be referred to as "Johannesburg Water" or "JW" or "client".
	1.2	The "Managing Director" shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorised representative.
	1.3	"VAT" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
<u>PRICE:</u>	2.1	All prices shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
	2.2	All price(s) tendered shall include the cost of all insurances, security, services, labour, equipment, materials, etc. and be the net price after all discounts and settlement discount have been deducted. The net price(s) shall be without any additional charges to JW, whatsoever.
	2.3	A firm price tender shall be required for each 12-month period of the 36-month contract.
<u>SURETY BOND:</u>	3.1	No surety bond shall be required in terms of this contract.
<u>COMPLIANCE WITH LEGISLATION AND SPECIFICATION:</u>	4.1	The Contractor shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
	4.2	The Contractor shall comply with all the requirements prescribed in the specification.
<u>SAFETY:</u>	5.1	Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Contractor shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act of 1993 and the regulations applicable hereunder.
<u>EMPLOYMENT OF LABOUR:</u>	6.1	The Contractor must ensure that all relevant legislation is complied with in the employment of labour.
<u>INSURANCE AND INDEMNIFICATION:</u>	7.1	In addition to any insurance required to be held by the Contractor in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Contractor must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third party risks. The Contractor hereby indemnifies



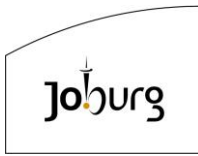
SPECIAL CONDITIONS

and agrees to keep indemnified throughout the period of the contract against all claims by third parties or the Contractor's own employees resulting from the operations carried out by the Contractor under this contract.

- 7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Contractor within 21 days of notification of acceptance of the tender.
- 7.3 The Contractor shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.
- 7.4 Copies of such insurances and indemnifications must be supplied to JW Within 21 days of notification of acceptance of the tender.

**REMEDIES,
BREACH,
WHOLE AGREE-
MENT, WAIVER,
VARIATION AND
INDULGENCES:**

- 8.1 If the Contractor or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.
- 8.2 If the Contractor has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
- 8.2.1 fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days, within such further period as may be reasonable in the circumstances, provided that the Contractor furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.
- 8.2.2 Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the contractor's indebtedness to JW.
- 8.3 This agreement constitutes the entire agreement between the parties relating to the matter hereof.
- 8.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or



SPECIAL CONDITIONS

in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

DISPUTES:

- 9.1 In the event of any dispute arising between JW and the Contractor in connection with or arising out of the contract, it shall be referred to the Managing Director of JW who shall state his decision in writing and give notice of the same to the Contractor within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Contractor subject to clause 9.2.
- 9.2 Should the Contractor be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.
- 9.3 Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Contractor that the dispute or disputes be settled by Court of Law having jurisdiction.

SCOPE OF CONTRACT:

- 10.1 The Contractor shall be required to provide technical services and support, including training of JW personnel, to ensure the **Repair and Maintenance of Bulk Flow Meters and associated components** as specified in the tender document on an "as and when" required basis during the full period of the contract.

DURATION:

- 11.1 The duration of the contract shall be for a period of 36-months.

PROCURED ITEMS:

- 12.1 All items procured in this contract, including any metering software licensing and customisation, shall remain the property of JW upon completion of the contract.

QUANTITIES:

- 13.1 Any quantities that have been given are for price comparison purposes by JW. The actual quantities will vary throughout the contract and the Contractor shall be bound to supply whatever quantities JW requires during the period of the contract.

PLACE AND TIME OF DELIVERIES: (If applicable)

- 14.1 Delivery shall be made to any of the stores operated by JW and during normal working days, Monday to Friday 07:30 hours to 15:00 hours.
- 14.2 The tenderer is required to provide labour and equipment for the off-loading of these units.



SPECIAL CONDITIONS

**TENDER
VALIDITY:**

- 14.3 The tenderer will be required to neatly and safely stack all related equipment at the relevant JW stores. JW will not be responsible for this operation.

**ADJUDICATION
OF TENDERS:**

- 15.1 The Tender shall be valid for a period of 90 days from the date of closing of Tenders.
- 16.1 The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Contractor. The scope of supply may be split between Contractors.

**ACCEPTANCE
OF TENDER:**

- 17.1 A valid and binding contract shall be concluded at the time that the contractor signs an official Contract Document at the offices of JW after the contractor is in possession of the letter of acceptance.

COMPLETENESS:

- 18.1 Failure by the tenderer to complete in full the attached Form of Tender and will render the tender liable to rejection on the grounds of being incomplete.

**ADDITIONAL
INFORMATION**

- 19.1 Any additional information may be obtained from Ms. Nosipho Mokoena at nosipho.mokoena@jwater.co.za or 011 688 1585

NOTICE

- 20.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-
- 20.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered, in which event such notice shall be deemed to have been received on the 7th (Seven) business day after posting (unless the contrary is proved); or
- 20.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery; or
- 20.1.3 Sent by telefax to its chosen telefax number as stipulated in the tender document, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 20.2 not with standing anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executand*

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

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

.....

.....

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

i. for the past three years , or

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

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

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

- 3.2 If yes, provide particulars.

.....

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

4.1 If yes, furnish particulars

.....
.....

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

YES / NO

5.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80:20 preference point system shall be applicable; or
- 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:

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

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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (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**

$$P_S = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_S = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------
- 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 least 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		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/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 company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated 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 indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 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

.....

.....

Tender Form and Price Schedules

To: Johannesburg Water (SOC) Ltd.

Having examined the Tender documents including Addenda Nos _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **JW OPS 069/22: Johannesburg Water SOC Ltd Repair & Maintenance of Bulk Water Flow Meter for a period of thirty-six(36) months** as specified in conformity with the said Tender documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

We undertake, if our Tender is accepted, execute the contract in accordance with the requirements as specified.

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

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.

Should my/our tender be successful, it be understood that a contract will come into existence for a period of 36 months which will commence from the date indicated in the letter of acceptance.

SCHEDULE OF PRICES

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

- 1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:**
 - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified**
 - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.**
- 2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:**
 - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.**
 - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.**

If there is an alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender

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

Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Bids that are received contrary to this requirement will be disqualified.

I/We, the undersigned hereby acknowledge myself/ourselves fully conversant with the details and conditions of the Contract and hereby agree to the JW OPS 069/22: Johannesburg Water SOC Ltd Repair & Maintenance of Bulk Water Flow Meter for a period of 36 months as described in accordance therewith :-

Also note:

1. Pricing

All prices must **Exclude VAT**.

2. Schedule of Rates – 36 Month contract

The tendered Rate amounts by the Contractor are to cover all expenses, insurances, overheads and mark-ups applicable for the personnel / activities (sub items) specified. Only **Travel** is excluded under Rates as it is a separate billable item as the distance between each meter site is variable.

Year-1 through to Year-3 must be added to obtain the combined total amount for the 36-month (Year1 to Year-3) contract period for each sub item.

Each Sub Total of **Items 1 to 6** will then be carried over to the SUMMARY OF TOTALS table to determine the GRAND TOTAL of the contract for the 36-month period excluding VAT.

Note: Item 7 Provisional Sum and Item 8 Travel are not required to be priced in this schedule and are explained further under their own headings below.

3. Provisional Sum

Provisional Sum is provided under the contract for urgent spares, software, specialised JW staff training and or activates required to carry out the repairs, maintenance or securing of the of the bulk flow meters.

Work done under this item will be at the written direction of JW ESS Management. The maximum permissible mark-up on the service or product supplied by the Contractor (Service Provider) is 15%. The original invoice of the service or product supplied must accompany the claim.

4. Travel

The tenderer will be compensated per kilometre for the use of a suitable vehicle / LDV or off-road (4x4) in executing this contract. No other travel or subsistence costs will be reimbursed by the client.

The travel rate will be subject to rates as advised by the Automobile Association of South Africa (AA) at the time of tender closure.

An average change of more than 15% in the fuel price after a six (6) month period will be grounds for a pro rata rate adjustment and will be carried out by JW Supply Chain Management Unit.

Submission of travel claims must occur each month and detailed log sheets provided by the Contractor for validation by the JW Operational Manager: Bulk Meter Maintenance or their respective Line Manager.

5. General

The Tenderer shall not under any circumstances whatsoever delete or add or amend any of the estimated quantities in the Price Schedule unless instructed or authorised by way of an official addendum in writing by the client before closure of tender.

PRICING SCHEDULE

ITEM 1 - Bulk Meter Routine Maintenance

<u>Normal</u> Working Hour Rates	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
1.1 Technical Assistant	Per Hour				
1.2 Metering Technician	Per Hour				
1.3 Metering Engineer	Per Hour				
Sub Total (Item 1)					

ITEM 2 – Planned Repairs / Unscheduled Work (Normal / Urgent / Emergency / Callout)

Working Hour Rates: <u>Normal</u>	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
2.1 Technical Assistant	Per Hour				
2.2 Artisan (Electrical)	Per Hour				
2.2 Artisan (Millwright)	Per Hour				
2.3 Metering Technician	Per Hour				
2.4 Metering Engineer	Per Hour				
Callout Hourly Rates: <u>After Hours/Weekend/Public Holiday</u>					
2.5 Technical Assistant	Per Hour				
2.6 Artisan (Electrical)	Per Hour				
2.7 Artisan (Millwright)	Per Hour				
2.8 Metering Technician	Per Hour				

2.9 Metering Engineer	Per Hour				
Sub Total (Item 2)					

ITEM 3 - Reports, Administration and Meetings

Contract Management Rates	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
3.1 Monthly Technical Meetings with written minutes. Maximum 4 hours (all-inclusive including Travel)	Per Report				
3.2 Monthly written Report	Per Report				
3.3 Project Co-ordinator / Administrator	Per Month				
Sub Total (Item 3)					

ITEM 4 - Trenching (for cable sleeving only) on reservoir sites and areas not under paving or road (asphalt)

The rate for trenching shall include the complete labour, operators, material, plant, equipment costs of trenching.

NOTE: Soil conditions shall be verified by JW Operations Manager if anything but soft pickable ground is claimed before work commences.

(Refer to JW Bulk Meter Specifications & Installations for further detail on trenching depths and inspection boxes distances and so forth).

Trenching less than 10 metres (Per Callout)	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
4.1 Soft pickable ground	Per Metre				
4.2 Hard pickable ground	Per Metre				
4.3 PVC/HDPE sleeving 50mm (supply & install)	Per Metre				
4.4 Plastic Inspection Box (supply & install)	Per Unit				
4.5 Other (Rock)	Per Metre				

Trenching 10 to 50 metres (Per Callout)	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
4.6 Soft pickable sand	Per Metre				
4.7 Hard pickable ground	Per Metre				
4.8 PVC/HDPE sleeving 50mm (supply & install)	Per Metre				
4.9 Plastic Inspection Box (supply & install)	Per Unit				
4.10 Other (Rock)	Per Metre				
Trenching 51 to 100 metres (Per Callout)	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
4.11 Soft pickable sand	Per Metre				
4.12 Hard pickable ground	Per Metre				
4.13 PVC/HDPE sleeving 50mm (supply & install)	Per Metre				
4.14 Plastic Inspection Box (supply & install)	Per Unit				
4.15 Other (Rock)	Per Metre				
Sub Total (Item 4)					

ITEM 5 - Logging

Installation of portable flow meter with remote logging capability to SCADA for verification purposes (all-inclusive except Travel)	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
5.1 2-hour verification Verifying flow on pipelines during routine maintenance and submitting spreadsheet report with graphs and flow log values.	Per Verification				

Date-Time stamped raw values to be included as an addendum to the report in a csv file format as well.					
5.2 4-hour verification Verifying flow on pipelines and submitting spreadsheet report with graphs and flow log values. Date-Time stamped raw values to be included as an addendum to the report in a csv file format as well.	Per Verification				
5.3 24-hour verification Verifying flow on pipelines and submitting spreadsheet report with graphs and flow log values. Date-Time stamped raw values to be included as an addendum to the report in a csv file format as well.	Per Verification				
5.4 7-day verification Verifying flow on pipelines and submitting spreadsheet report with graphs and flow log values. Date-Time stamped raw values to be included as an addendum to the report in a csv file format as well. Transmission of data values remotely to Microsoft SQL database / SCADA to occur at least every 12 hours over the seven-day period.	Per Verification				
Sub Total (Item 5)					

ITEM 6 - Supplementary

Pumping out Chamber (As and When) When flooded (8m Head & Pump Capacity of 600 l/min)	Unit	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1 - Year 3 (R)
6.1 Pumping out Chamber Rate	Per Hour				
Sub Total (Item 6)					

ITEM 7 – Provisional Sum

Provisional Sum	Year 1 (R)	Year 2 (R)	Year 3 (R)	Year 1-3 (R)
Activities carried out under this item will be at the written direction of the client. The maximum permissible mark-up on the service or product supplied by the Contractor is 15%. The original invoice of the service or product supplied must accompany the claim.	400'000.00	350'000.00	250'000.00	1'000'000.00

ITEM 8 - Travel

Traveling to site	Unit	Invoiced monthly using logbooks
8.1 Travel	Rand per Kilometre	The use of Automobile Association of South Africa (AA) rates will apply according to appropriate vehicle used. Accurate Log sheet needs to be kept per vehicle and presented with each monthly claim.

SUMMARY OF TOTALS

ITEMS	Year 1-3 (R)
ITEM 1 - BULK METER ROUTINE MAINTENANCE	
ITEM 2 - UNSCHEDULED WORK	
ITEM 3 - REPORTS, ADMINISTRATION AND MEETINGS	
ITEM 4 - TRENCHING	
ITEM 5 - LOGGING	
ITEM 6 - SUPPLEMENTARY	
ITEM 7 - PROVISIONAL SUM	1'000'000.00
ITEM 8 – TRAVEL	As per Automobile Association of South Africa Rates
GRAND TOTAL ITEMS 1 -7 (EXCLUDING VAT)	R _____

All prices MUST include any other costs incurred to render the service. Additional charges post acceptance cannot be submitted as these will be rejected. All rates must exclude VAT

Failure to adhere to this requirement will prejudice your tender

Name of tenderer (in full): _____

Telephone number: _____

e-mail: _____

Name of person authorized
to sign this tender: _____
(BLOCK LETTERS)

Signature: _____ Date: _____ 2022

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

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

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



JOHANNESBURG WATER (SOC) LTD

**GENERAL CONDITIONS OF
CONTRACT**

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means Delict

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

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

2. Application

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

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

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

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

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

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

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

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

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

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

18. Variation in contractual hours

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

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

20.Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

(b) if the supplier fails to perform any other obligation(s) under the contract; or

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

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

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

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

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

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

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

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

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the

purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by

ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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