

INVITATION TO BID TENDER COVER PAGE

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW CHR 021/21R CLOSING DATE: 13 December 2022 CLOSING TIME: 10:30

DESCRIPTION: PROVISION OF BUSINESS SUPPORT OF THE HUMAN RESOURCES SAP PAYROLL AND INFORMATION SYSTEM FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

BIDDERS ARE ENCOURAGED TO ATTEND A NON-COMPULSORY TENDER BRIEFING SESSION ON MICROSOFT TEAMS: 18 NOVEMBER 2022 AT 10:00 TO 11:00 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/VOLUMES SUBMITTED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Human Resources
CONTACT PERSON	Gcina Ndela		CONTACT PERSON	Reginah Malatji
TELEPHONE NUMBER	011 688 1796		TELEPHONE NUMBER	011 688 1446
E-MAIL ADDRESS	gcina.ndela@jwater.co.za		E-MAIL ADDRESS	reginah.malatji@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 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.4 BIDDER MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

NAME OF CONTACT PERSON:.....

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)		
3 Submission of documents	Completed Banking Details		
	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:

EVALUATION CRITERIA

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.:

1. SARS one-time TAX PIN,
2. municipal statement of account for both Director/s and Company (not older than three [03] months or a valid lease agreement),
3. Annual financial statement (AFS) three (03) years ,(if required, audited financial statement)
4. Joint Venture / Consortium Agreement signed by all parties.
5. Valid BBBEE Certificate or copy thereof or a valid sworn affidavit
6. A completed and signed Invitation to Bid form MBD 1
7. A completed and signed Declaration of Interest form MBD 4
8. A completed and signed Declaration for Procurement above R10 Million (Vat inclusive) form MBD 5
9. A completed and signed Preference Points Claim Form MBD 6.1
10. A completed and signed Declaration of Bidder's Past Supply Chain Management Practices MBD 8

11. A completed and signed Certificate of Independent Bid Determination (MBD 9)

B-BBEE validation requirements:

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

i.e



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- (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:



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TENDER'S EXPERIENCE								
Criteria No.	Criteria	Description	Documentary Evidence	Points Allocation	Weighting %	Points	Min points	Max points
1	Tenderer's Experience	The tenderer (Company) must have at least 3 years' experience in Business support and Maintenance of a SAP Human Resources and Payroll system on ECC6 level, mentioning the specific SAP Human Resources (HR) modules, inclusive of tax year-end	<p>The tenderer must provide reference letter/s on the attached reference letter template to indicate minimum of 3 year's Business support and Maintenance Services of a SAP Human Resources and Payroll system on ECC6 level, mentioning the specific SAP HR modules, inclusive of tax year-end processes, were rendered successfully</p> <p>Note: Reference Letter</p> <p><i>The reference letter template attached 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</i></p>	No or less than 3 years' experience in Business support and Maintenance of a SAP Human resources and Payroll system		0		
				Tenderer has 3 years' experience in Business support and Maintenance of a SAP Human resources and Payroll system		30		
				Tenderer has more than 3 years' experience in Business support and Maintenance of a SAP Human resources and Payroll system		60		



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		processes, including full basis support were successfully rendered.	<i>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.</i>					
NB: One reference letter covering services in criteria 1 and 2 will also be acceptable. A bidder must score a minimum of 30 points to be considered further.								
2	Provision of Maintenance support of the Org Publisher Organisational Reporting Structure Tool and Management Reporting tool, integrated with the SAP HR/Payroll (PY) system	Tenderer must have a minimum of 3 yrs. experience in the maintenance support of the Org Publisher Organisational Reporting Structure Tool and Management Reporting tool integrated with the SAP HR/PY system were	<p>The tenderer must provide reference letter/s on the attached reference letter template to indicate a minimum of 3 years' experience where Maintenance Support of the Org Publisher Organisational Reporting and Management Reporting Tool integrated with the SAP HR/PY system, were successfully rendered.</p> <p>Note: Reference Letter</p> <p><i>The reference letter template attached must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this</i></p>	No or less than 3 years' experience in Management support of the Org Publisher Organizational Reporting and Management Reporting tool with the SAP HR/PY system			0	
				3 years' experience in Management support of the Org Publisher Organizational Reporting and Management Reporting tool with the SAP HR/PY system			20	
				More than 3 years' experience in Management support of the Org Publisher Organisational Reporting and Management Reporting tool with the SAP HR/PY system			40	



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		successfully rendered.	<i>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.</i>					
Minimum Score Points = 50 Points 1					100%		50	100
Any bidder who does not meet the minimum threshold of 50 (30 points for 1st criteria and 20 points for 2nd criteria) out of 100 points will be eliminated and will not be considered for the next stage of Pricing. Further, tenderer needs to obtain a minimum score for each sub criterion in order to be considered further.								

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 to not 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:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8



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6	6
7	4
8	2
Non-compliant contributor	0

AWARD STRATEGY

The tender will be awarded to the highest scoring tenderer in terms of pricing and BBBEE.

CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to **PROVISION OF BUSINESS SUPPORT AND MAINTENANCE SERVICES OF A SAP HUMAN RESOURCES AND PAYROLL SYSTEM ON ECC6 LEVEL, MENTIONING THE SPECIFIC SAP HR MODULES, INCLUSIVE OF TAX YEAR-END PROCESSES FOR A PERIOD OF 36 MONTHS.**

TENDER NUMBER: JW CHR 021/21R

Name of tenderer:

Description of services provided (Scope of Work):

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

Duration: Year-Month-Day when the 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 authorized person:

Signature: **Date:**

Telephone/Mobile: **Email:**

Completed on behalf (name of business):

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.

CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to **PROVISION OF MAINTENANCE SUPPORT OF THE ORG PUBLISHER ORGANISATIONAL REPORTING AND MANAGEMENT REPORTING TOOL INTEGRATED WITH THE SAP HR/PY SYSTEM FOR A PERIOD OF 36 MONTHS.**

TENDER NUMBER: JW CHR 021/21R

Name of tenderer:

Description of services provided (Scope of Work):

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

Duration: Year-Month-Day when the 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 authorized person:

Signature: **Date:**

Telephone/Mobile: **Email:**

Completed on behalf (name of business):

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.



**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

1. GENERAL REQUIREMENTS:

- a) The SSP will be provided at its own expense a suitable communication link and terminal equipment from the Johannesburg Water computer centre to their premises where they must carry out the required service support. The SSP must also provide all the necessary hardware and resources at their operational centre, to render an effective service. Support and services support will also be required to be provided by the SSP on site at JW premises on a routine basis.
- b) The SSP will be required to be contractually bound to hold all data, meetings and minutes and system information/configuration/outputs/special requirements etc. as confidential. Furthermore the conditions will prevent copying, reverse engineering, exchanging or reproducing any information, developments, system configuration, reports and/or methodologies. The usual indemnities for patent and copyright infringements as well as claims etc. will be required to be contractually entered into. Of special note for protection in this agreement are non-standard reports especially developed for JW. Tenderers may submit proposals for how this may be addressed contractually.
- c) Non solicitation of employees will be a further contract requirement that the SSP will be required to commit to. Tenderers may submit proposals for how this may be addressed contractually.
- d) Tenderers must provide their requirements in terms of payment for services rendered and also conditions and mechanisms to resolve billing/payment disputes.
- e) Incorrect outputs caused by the system application will be rectified at the expense of the SSP.
- f) The SSP will be required to undertake to ensure all legislative requirements (inter alia the Basic Conditions of Employment Act No 75 of 1997) are complied with within the scope of the SC. Furthermore the expectation is that the SSP provide best practices in any development work undertaken or changes made and that they liaise and work in close co-operation with SAP South Africa.

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

-
- g) All tenderers must include in their submission / Tender a complete record of their experience and track record in providing the type of service requested herein using the SAP HR/PY system. JW reserves the right to call for a formal presentation by tenderers on the short list to substantiate their experience and competency in providing the service required herein.
 - h) An important reporting requirement is the statutory reports to the SETA in order that JW may effectively claim refunds and so sustain its significant training programme. The sector format and reporting requirements are likely to change in the future while this SC is in force. The SSP will therefore be required to reconfigure the system and develop new reports to align the whole process to these new requirements. Tenderers in their response to this RFP must therefore demonstrate their competency and knowledge of the current SETA requirements and also commit to their ability to provide the new requirements when these become known.
 - i) The SSP may adapt their standard contract documentation to conform to the conditions stipulated herein. However, the SSP will in any event be required to liaise and reach agreement with Johannesburg Water legal officers prior to drawing up final SC contract documents for signature by both parties.
 - j) The SSP must provide a dedicated Account Manager, who is an experienced SAP HR consultant and knowledgeable in HR business processes, to oversee the successful implementation and effective ongoing operational service provision in accordance with the SC entered into. In addition a competent junior consultant will be required occasionally (maximum six hours per month) to provide ad hoc reports that may require some manipulation of the system. The monthly fee must include this support and resources.
 - k) The SSP will be required to subcontract a reputable printer to print the routine pay slips and tax certificates and any other printing considered desirable by the SSP. This sub contract is outside the scope of the SC where the SSP is fully accountable for the deliverables and especially the deadlines of such print contractor and will not in any way absolve the SSP from the deliverables and deadlines of the whole process concerned.
 - l) Tenderers must submit a detailed schedule with their response to this RFP of the number of personnel they guarantee to provide to successfully execute the requirements contained herein. The schedule must detail 'K' levels, experience in SAP HR and Payroll, length of

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

service with the SSP and formal qualifications. Contingency resources available must also be listed. Failure to submit such a schedule will render the Tender submissions invalid.

- m) The SSP will be required to provide at its own expense a communication (data) link of adequate capacity with appropriate termination equipment at each end, from their operational centre to the JW computer centre. The cost must form part of the JW monthly fee. The operation and maintenance of this link will be the responsibility of the SSP and will form part of the performance and retention mechanism herein.
- n) The SAP HR application is supported by an organisational management and reporting structure tool specifically for SAP solutions. The SSP will be required to be competent in the use of this tool in order to support JW in the effective use of it. Furthermore when it is required to upgrade this tool in the near future to a more updated version, the SSP must demonstrate their ability to support it effectively. See the monthly services required in this respect above. Tenderers must provide proof of this competency in their response to this RFP.
- o) A termination clause will form part of the final Service Contract which the SSP will be required to enter into. Should it appear to JW that the SSP is not executing the services in accordance with the true intent and meaning of the contract notwithstanding the performance and retention outlined herein, then notice shall be given in writing to the SSP and failure to comply within a reasonable time the SC shall be terminated as agreed therein. Tenderers must indicate their agreement to this condition and may submit proposals as to how this can be addressed contractually. JW reserves the right to decide on acceptance of such proposal.
- p) JW will be responsible to forward any specifics to the SSP via a Change Request Document (CRD), duly signed by an authorised person, for development or investigation of any new requirements. It will be the responsibility of the SSP to obtain clarity if the request is not clear or should any ambiguities exist. All such requests must be followed by a quotation on cost and delivery date for consideration by JW. Work completed on accepted quotes of any requests by JW must be prior tested and certified by the SSP before being tested and signed off by JW.

2. SPECIFIC RESPONSE REQUIREMENTS:

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

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- a) A non-compulsory briefing session with all the tenderers will be held, the purpose of which is to field questions and to ensure proper understanding of the requirements and also the information that must be included with all tenders. Failure by tenderers to attend this Non-compulsory briefing session will not result in the rejection and exclusion of tenders received on the closing date.
 - b) Tenderers are required to specifically describe in their technical submission how JW is to be indemnified from risk of loss in the payment process to employees and third parties.
 - c) The SSP will be required to acknowledge that the system as configured, data and records are and will at all times remain the property of JW.
 - d) A formal Service Contract Agreement will be concluded upon appointment of the SSP.
 - e) Johannesburg Water will manage the authorisations on the system and licensing requirements of the SSP.

3. SAP HR MODULES IMPLEMENTED:

The SAP System is on version ECC6 and includes the following modules for approximately 3 000 employees:

- Enterprise structure.
- Payroll excluding vendor & third party payments.
- Organizational Management.
- Personnel Administration.
- Time Management.
- Management Reporting.
- Training & Event Management.
- Qualifications, Skills, licenses & NQF Management.
- Job Profiles.
- Personal / Individual & Company Development Plans.
- Career & Succession Planning.
- Performance Management.
- Statutory NQF/SETA & Management Reporting on Training & Development.
- Labour Relations.



**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

4. SYSTEM CONFIGURATION TO SUPPORT BUSINESS PROCESSES:

This is probably more complex than usual because of legacy conditions inherited. For example there were previously some 6 sets of leave conditions applicable to 11 erstwhile Councils (employers) each with different criteria that have been combined into one set since the establishment of JW. Specific categories of leave have had to be ring fenced when the consolidation took place and the SAP system therefore carries ring fenced leave and values thereof. This is one such example.

Tenderers must allow for the time and effort to fully familiarize themselves with the system configuration and outputs and how these relate to the business policies, processes and procedures for all the required information and reports. The effort required by the tenderer must be clearly indicated in the response. How much time will be required to take over from the current service provider and the time with Johannesburg Water's managers in order to ensure proper understanding of the whole function, must be set out. The ultimate objective is that a seamless transition from the current arrangement to the new SSP be achieved. Tenderers must also provide in a document the methodology they will adopt to achieve this objective. This must be stating the total time in hours required. It must also include the total associated costs given in terms of hours and rate per hour. These costs shall not form part of the monthly fee.

5. MAINTENANCE OF SOFTWARE AND UPGRADES:

The SSP will apply patch upgrades regularly in an effort to ensure that the SAP HR application is current. The SSP will be required to ensure close co-ordination and co-operation with JW's IT department when this is done. Downtimes for fixes or patches must be done during off-peak times outside of those stated in the finalized Monthly/Annual Timetable herein. The functionality of the HR system post patch upgrades will also be the responsibility of the SSP who must carry out all the necessary testing and information runs both in the Development, QA and PRD environments always ensuring that they are left in a synchronized state and that the patch/upgrades have not effected the HRIM functionality. This cost must be included in the monthly fee. As there are generally more patches on SAP HR, the SSP will be required to prompt JW should they require patch upgrades to be done, whereupon JW will manage the process accordingly. Tenderers must include in their responses, processes they intend to implement to carry out testing after patch upgrades.

6. FEES:

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

The initial cost of the take-on and take-over from the current SP must be quoted / structured separately.

For the services provided, tenderers must structure the fees (excluding VAT) payable by JW on a monthly basis per employee. To cater for variations in the number of employees, a minimum monthly fee for the services provided must be stated or if not essential, to be stated as 'not applicable'.

All fees to be quoted for the first year of the RFP and tenderers must quote an escalation fixed price increase for the second and third year. If the escalation amount is not consistently applicable to all elements throughout, then tenderers must clearly state the increase per element / item. Monthly fees must not include requests / queries that require configuration or customisation of the application. Such requests, queries, issues must not be entertained by the SSP unless JW does it in writing and followed by a signed / authorised Statement of Work (SOW).

Such Statements of Work would include the duration to complete / perform such request. Details of JW request(s) will be attached as an Appendix to the SOW. SSP to certify that work carried out has been fully tested. Copies of such SOW documents will be forwarded by JW HR department to the JW IT department.

Note: No off-cycle pay run or rerun will be allowed or performed after the tax financial year end, namely the last day of February each year.

7. SUPPORT AND KNOWLEDGE TRANSFER SERVICES REQUIRED:

- a) Scope:** SSP to provide, as a standard service, access to a Support / Knowledge Desk facility in terms of all the functionality and services provided. Only authorised HR-users as per an agreed schedule determined by JW should have direct access to the Support / Knowledge Desk where there shall be a competent HR resource at hand to resolve issues raised. Tenderers must provide documentation of previous experience in providing such services and support.
- b) Availability:** The Support / Knowledge Desk facility must be available as follows: Monday to Friday from 08h00 to 17h00 (except on national public holidays). Exceptions to these times will be by special arrangement.

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

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- c) **Contact and Problem Handling:** Tenderers must provide telephone and e-mail address of the service provider Support / Knowledge Desk to enable easy access to JW authorised users for all services rendered in the SC. Requests for assistance By JW with comments must be logged and identified by a number and tracked until their closure by the SSP. This includes monitoring of progress until a resolution has been reached, communicating the solution to the JW (caller, number, etc.) and then closing the problem.

 - d) **Prioritisation:** The priority of the problem will determine the escalation procedures and priority of response that the Support / Knowledge Desk will process. The priority and escalation procedures are described in this clause hereunder.

 - e) **JW Support Structure:** JW will provide in-house support for all their employees and try to solve any request or problem given. Those that cannot be dealt with will be forwarded to the SSP help desk service via authorised HR-users by telephone or e-mail.

 - f) **Service Level Priorities:** Support processing procedure is defined as the target-time period within which to provide feedback and resolve the problem. The target-time may vary according to the Priority Level assigned to each request, query, issue or problem logged with the SSP help desk. Tenderers must provide e-mail addresses and telephone numbers.

The services need only be provided during business hours and all calculations of fees must be for times that relate to business hours. Overtime rates (by special arrangement) should be stated as required in the tender schedule hereunder.

Baseline services should be 90% complete of helpdesk logs within the stipulated target times as shown in the Priority Table hereunder.

Diagnostic work must be carried by the SSP wherever required as part of the monthly fee. Should any problem or resolution be outside the scope of this agreement, such work must be charged on a time and material basis at a rate to be specified.

Authorisation for time and material work must be set out as per a separate SOW and must not commence until authorised by JW. Tenders must set out the rates per hour for this service in the fee schedule hereunder.

Any development of work authorised by JW to be carried out by the SSP will be accepted by JW and signed for, however before this is done the SSP will be required to certify that the development work has been robustly tested and that the configuration achieves the desired result consistently.

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

- g) Priority Table:** On receipt of the telephone call or e-mail message at the SLA Helpdesk this must be logged and categorised according to one of the following priority definitions.

Description	Situation	Minimum Feedback	Target Completion Time
Critical	A critical situation is when the system is unavailable or seriously impaired by a problem. The impact on business is critical and causes a payroll (non-payment) stop for the current month. Payroll stop is when employees pay cannot be processed. Furthermore, it has the potential impact on Labour Relations and business as a whole.	30 minutes	3-5 business hours (dependant on high availability of the system in place)
Severe	A severe situation is when there will be major impact on business and on labour relations. Difficulty is experienced in processing data and will not cause a pay stop; however it will affect some people's pay, e.g. creating an EFT for third-party payments where no penalty applies. Also processing of critical reports for business deadlines that have a financial impact.	1 hour	5 Business hours
Moderate	A moderate situation is when there is no direct immediate impact on business or labour relations. Normal business can continue and no direct serious impact on JW or its employees, e.g. queries on the understanding of the current month payslips and additional requests of current months reports.	2 hours	8 Business hours
Minor	A minor situation is when there is no impact on business or labour relations. These are items such as advance payment calculations, queries on previous month's salaries paid ad hoc non-standard reports for any purpose.	2 hours	16 Business hours

h) Responsibility and Liability:

The SLA Provider will only be required to accept responsibility or liability for not responding to any request, query and problem processed via e-mail or fax or telephone and to resolving the issues which had been raised.

i) Escalation:



**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

JW will follow an agreed escalation process for any concern or issue in terms of non-service or delivery as stipulated. Tenderers must indicate their proposed escalation procedures to the highest level where service / problem resolution will need to be guaranteed.

All the services and support of this section must be included in the monthly fee (except where resolution of diagnostic work done is outside of scope of SC).

8. CO-OPERATION WITH JW IT DEPARTMENT:

The SSP will be required to co-operate with the Johannesburg Water IT Department at all times and be prepared to attend routine monthly co-ordination meetings and other work sessions that may be required for upgrades and routine maintenance on the servers. The testing of the HR application after any changes made on the servers will be the sole responsibility of the SSP and their senior manager will be required to sign acceptance of the changes made as well as certify that the HRIM is in order and that it has not been affected functionality by the patches or changes made.

The SSP must also be prepared to provide any information and effort pertinent to the orderly running of the network and computer installations at JW.

The SSP will be required to attend to and maintain any HR interfaces to the SAP Financial client at Johannesburg Water computer centre.

A document committing to these requirements must be included in the tenderers response.

9. JOHANNESBURG WATER RESPONSIBILITY:

Johannesburg Water IT Department will provide the platform which the HR application runs on. All operational issues pertaining platform i.e. network, system (servers, routers (excluding the communication link provided by the SSP), LAN and WAN), licenses as well as desktop hardware will be supplied and maintained by JW for its end users. The SSP will be responsible for the HR application and the associated business processes as it applies to the system. Also the application of HR patches initiated by the SSP or JW must be done as a mini project each time requiring close so-operation between the SSP and JW IT who will drive the project. At all times close liaison between the SSP and JW IT will be necessary to ensure back-up and maintenance schedules are carried out effectively.

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

10. USER MEETINGS / OPERATIONS MEETINGS:

Johannesburg Water will nominate one or more of its managers to attend user meetings when required by JW or requested by the SSP. Reasonable notice of such meetings is necessary and either party should undertake to provide at least seven (7) days' notice with appropriate agenda to all persons required to attend.

The purpose of such meetings would be to allow for concerns and feedback on service and to deal with application specific and SC issues.

Operations meetings will be routine and weekly and shall focus on operational issues such as deadlines and deliverables. Operational managers concerned with operations and processes will address issues to ensure timely deliverables. The costs for these requirements must be included in the monthly fee.

11. MONTHLY TIME TABLE:

Typical requirements to be confirmed with successful tenderer before the implementation of the SLA.

**MONTHLY TIMETABLE FOR HOSTING SOLUTION (As an example)
Johannesburg Water – 2021**

	JW RESPON- SIBILITY	SSP RESPON- SIBILITY	JW RESPON- SIBILITY	SSP RESPON- SIBILITY	SSP RESPON- SIBILITY	JW RESPON- SIBILITY	SSP RESPON- SIBILITY	JW RESPON- SIBILITY
MON- TH	CLOSE FOR INPUT	SIMULA- TION RUN	CHECK- ING FOR CORRECT- NESS	MAIN RUN	RUN EFT FILE	EFT TO BANK	DELIVERY OF PAYSLIPS	PAYDAY/ OPEN SYSTEM
Jan 2021	08.01.2021 – 16:00	14.01.2021 – 16:00	15.01.18 – 09:00	17.01.2021 – 16:00	20.01.2021 – 08:00	24.01.2021 – 09:00	22.01.2021 – 08:00	27.01.2021
Feb 2021	08.02.2021 – 16:00	15.02.2021 – 16:00	16.02.18 – 09:00	18.02.2021 – 16:00	19.02.2021 – 08:00	25.02.2021 – 09:00	23.02.2021 – 08:00	26.02.2021

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

Mar 2021	08.03.2021 – 16:00	15.03.2021 – 16:00	16.03.18 – 09:00	18.03.2021 – 16:00	19.03.2021 – 08:00	25.03.2021 – 09:00	23.03.2021 – 08:00	26.03.2021
Apr 2021	08.04.2021 – 16:00	15.04.2021 – 16:00	16.04.18 – 09:00	19.04.2021 – 16:00	20.04.2021 – 08:00	23.04.2021 – 09:00	21.04.2021 – 08:00	26.04.2021
May 2021	07.05.2021 – 16:00	14.05.2021 – 16:00	15.05.18 – 09:00	19.05.2021 – 16:00	20.05.2021 – 08:00	26.05.2021 – 09:00	24.05.2021 – 08:00	27.05.2021
Jun 2021	07.06.2021 – 16:00	14.06.2021 – 16:00	15.06.18 – 09:00	17.06.2021 – 16:00	18.06.2021 – 08:00	24.06.2021 – 09:00	22.06.2021 – 08:00	25.06.2021
July 2021	08.07.2021 – 16:00	15.07.2021 – 16:00	16.07.18 – 09:00	19.07.2021 – 16:00	20.07.2021 – 08:00	24.07.2021 – 09:00	22.07.2021 – 08:00	27.07.2021
Aug 2021	06.08.2021 – 16:00	16.08.2021 – 16:00	17.08.18 – 09:00	19.08.2021 – 16:00	20.08.2021 – 08:00	25.08.2021 – 09:00	24.08.2021 – 08:00	27.08.2021
Sept 2021	07.09.2021 – 16:00	15.09.2021 – 16:00	16.09.18 – 09:00	20.09.2021 – 16:00	21.09.2021 – 08:00	23.09.2021 – 09:00	21.09.2021 – 08:00	27.09.2021
Oct 2021	07.10.2021 – 16:00	14.10.2021 – 16:00	15.10.18 – 09:00	19.10.2021 – 16:00	20.10.2021 – 08:00	26.10.2021 – 09:00	22.10.2021 – 08:00	27.10.2021
Nov 2021	08.11.2021 – 16:00	15.11.2021 – 16:00	16.11.18 – 09:00	18.11.2021 – 16:00	19.11.2021 – 08:00	25.11.2021 – 09:00	23.11.2021 – 08:00	26.11.2021
Dec 2021	06.12.2021 – 16:00	09.12.2021 – 16:00	10.12.18 – 09:00	14.12.2021 – 16:00	15.12.2021 – 08:00	20.12.2021 – 09:00	20.12.2021 – 08:00	22.12.2021

12. HR / PAYROLL INPUT BACK-UP SERVICES SUPPORT:

a) Scope:

SSP will be required to provide a service for ad hoc requests from JW to provide input and assistance and back-up services to JW for shortage of staff for any reason. This will be to have accurate inputs to the system and to meet the timelines as indicated in the monthly time table. The aim is to have assistance available to cater for unforeseen circumstances in order to achieve successful pay runs and other critical deadlines.

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

b) Services Required:

An on-site or off-site SAP HR/Payroll input back-up service to JW is required based on the following:

c) Charges:

Charges must be set out separately and tenders to state the total cost per instance for on-site and off-site support back-up services.

13. PERFORMANCE AND RETENTION PROPOSED:

JW requires that the performance of the SSP is assessed for the proper fulfilment of the SC. The JW IT network, server and system performance will be / is excluded from the SC but forms part of the overall performance of the HRIM and therefore requires close liaison by the SSP particularly in diagnosing the problem wherever it may exist.

The requirement is that a User Committee (UC) consisting of members representing both JW and the SSP review the performance and compliance of the SLA as well as the overall HRIM system performance.

The UC, which shall consist of 2 members representing Johannesburg Water and 2 members representing the SSP, will meet regularly to carry out the assessment. The UC must monitor the performance of the SSP and seek to resolve problems reported.

As far as the SLA is concerned the two main areas to be measured is (1) the response to issues reported by JW and proposed auditable resolution by the SSP and (2) the time to implement successful resolution of issue so reported.

a) The principle measurements will be:-

- i) Response time regarding Service and Operational problems.
- ii) Time to: -
 - Diagnose
 - Draft plans of action to resolve problem
 - Communicate action to Johannesburg Water.
 - Complete and resolve problem.

b) The retention or penalty will be a calculation on the level of criticality, timing and response criteria agreed with the SSP and the total monthly payment that is due. This aspect will be

**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

agreed with the SSP prior to finalization of the SC. The proposal will be based on the following as managed by the UC:-

c) Accuracy of Payment and Data:

Accuracy is defined as payment amount and information (as appears on salary slip) reflecting the actual data captured by the JW's Payroll section. Critical is defined as the number of Maximum Allowable Errors (MAE) in the payment amount. The (MAE) is presented below:

Note: Accuracy of data furnished by JW shall be the responsibility of JW and the process of data capturing shall be coordinated and agreed with SSP.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
MAE	30	30	20	10	5	5

d) Retentions Platform:

This section represents the minimum target and / or performance that the Committee should consider.

The UC shall comply with the following:

The committee shall monitor the performance of the SSP based on the following objectives: The retention shown in the following table will be applied separately for non-compliance with respect to response and completion times, downtime and accuracy measured separately as the average of any two consecutive months. The percentages listed in this table are given as examples and the UC shall agree on the appropriate percentages at the outset. The SSP must note the payment split requirement below.

- Response time.
- Completion time.
- Accuracy.
- Downtime.

Component	Helpline		System	Information
Indicator	Response (1)	Completion (2)	Downtime (3)	Accuracy (4)
Fee Payment Split	15%	20%	35%	30%
Retention				



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**BUSINESS SUPPORT IN THE MAINTENANCE OF THE HUMAN RESOURCES SAP
PAYROLL AND INFORMATION SYSTEM
TENDER NUMBER: JW021/21CHR**

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS

Weight (Wt)	Wt	(-)	Wt	(-)	Wt	(-)	Wt	(-)
Critical / Severe	60%	15%	60%	15%				
Moderate	40%	7%	30%	5%				
Minor	10%	5%	20%	2%				
Prime Time					70%	30%		
Non-Prime Time					30%	15%		
Service Demand								
Critical			15%	3%			70%	14%
Non Critical			5%	1%			30%	6%

Note on the calculation of retention:

The retention is the product of the 'weighting' and the 'fee payment split' e.g. for an instance where the 'response time' was over the acceptable limit and this failure fell into the priority definition of 'critical', then the penalty is calculated as follows:-

$$\begin{aligned}
 \text{Penalty} &= \text{Weighting} \times \text{Fee payment split} \times \text{total monthly payment due} \\
 &= 60\% \times 15\% \times \text{total monthly payment due} = A \\
 &= 9\% \times A
 \end{aligned}$$

A retention will be imposed (as per the above table) for any non-compliance in every payment cycle. This percentage shall be retained for a period of thirty (30) days during which period the SSP shall rectify the identified problems, failing which the retained amount shall be forfeited to JW as a penalty imposed against SSP. Should the SSP rectify the problems within the 30 days period the amount retained by JW shall be reimbursed in the following payment cycle.

Tenderers are invited to propose an alternate performance and retention mechanism that will be effective to achieve the desired aims and objectives of the SC from both a supplier and client perspective. Johannesburg Water reserves the sole right to implement the measurement, performance and penalty mechanisms it considers effective.

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.

*

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 **provision for the maintenance support of the SAP HR Payroll and Human Resources Information Management System as well as the basis support of the application, for a period of 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 provision of business support on the HR SAP payroll and information systems for a period of 36 months as described in accordance therewith :-

ITEM	Unit	Rate per hour/ employee/ item - Year 1	Rate per hour/ employee/ item - Year 2	Rate per hour/ employee/ item - Year 3
Take on/over cost from current service provider (If applicable) Based on 3 000 employees.	Per hour.	R	R	R
Maintenance Support –SAP HR\PY (Inclusive of all implemented modules). Based on 3 000 employees.	Per employee.	R	R	R
ESS & MSS Licenses (based on 1200 users).	Per employee.	R	R	R
Maintenance Support – Spinifex / any Management Reporting Tool.	Annual fee per item.	R	R	R
Licensing fees – Spinifex / any Management Reporting Tool.	Per unit per annum.	R	R	R
Maintenance Support – OrgPublisher Organisational Structure Tool.	Annual fee per item.	R	R	R
Licensing fees - OrgPublisher Organisational Structure Tool.	Per unit per annum.	R	R	R
Consultant fees.	Per Level per hour: Level K1 (Junior Consultant) Level K2 (Associate consultant) Level K3 (Consultant) Level K4 (Senior Consultant / Project Team Leader) Level K5 (Principal Consultant / Project Manager)	R R R R R	R R R R R	R R R R R
TOTAL (Excluding VAT)		R	R	R
VAT (15%)		R	R	R
TOTAL (Including VAT)		R	R	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.



a world class African city



CONTRACT PRICE

This is a firm tender.

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

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, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION 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 to **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 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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

.....

.....

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means Delict

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

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

2. Application

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

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

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

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

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

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

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

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

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

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

18. Variation in contractual hours

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

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

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

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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