65 Ntemi Piliso Street Turbine Hall Newtown		
PO Box 61542 Marshalltown 2107		
Tel:	011 688 1512	
Enq:	Nthabiseng More	
email	nthabiseng.more@jwater.co.za	

SUPPLY CHAIN MANAGEMENT UNIT

REQUEST FOR TENDER

NOTE: THIS DOCUMENT IS AVAILABLE AT NO COST IN PDF FORMAT EITHER BY DOWNLOADING IT FROM THE www.johannesburgwater.co.za WEBSITE. HOWEVER, SUCH SUBMISION MUST COMPLY WITH SUBMISSION REQUIREMENTS, IE NEATLY BOUND AND WITH NO PAGES MISSING.

IMPORTANT NOTICE **TENDERERS ARE REQUESTED TO SUBMIT ONE (1) ORIGINAL HARD COPY PLUS AN ELECTRONIC COPY IN A USB/CD FORMAT**	
N.B	**Tenderers are encourage to submit one original hard copy plus a soft copy in a USB/CD. Tenderers who do not submit a soft copy will not be penalized.**
Closing of tenders :	No tenders will be accepted after closing time of **10:30** on the closing date. Please ensure that tender documents are submitted in a sealed envelope, clearly marked with the reference -number **JW OPS 033/22** and addressed to the **Supply Chain Management Unit (SCMU)**, **Johannesburg Water**. Tenders are to be deposited in the Tender Box situated at the entrance to 65 Ntemi Piliso Street Turbine Hall, Newtown on or before the closing time and date, being **10:30 on 04 MAY2022.** Under no circumstances must documents be handed to an employee of Johannesburg Water or handed in at the SCMU. Tender documents via courier services must also be deposited in the Tender Box and not handed to an employee of Johannesburg Water. **NB: Tender documents which are not in sealed envelopes or which are not placed in the Tender Box will be rejected. Johannesburg Water will not accept responsibility for tender documents which are not deposited in the Tender Box.**
Point scoring system	**The 80/20 point scoring system will be applicable to this tender, i.e.80 points for Price and 20 points for Preferential procurement (BBBEE).**
Late tenders :	**Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.**
Tender Briefing :	***Bidders are encouraged to attend a non-compulsory virtual tender briefing session: Click here to join the meeting*** *All general queries must be directed to Ms Nthabiseng More , email: nthabiseng.more@jwater.co.za and all technical enquiries must be directed to Sthembile Dladla on 011 688 1595 or email sthembile.dladla@jwater.co.za*
Opening of Tenders :	*Due to the Covid 19, restrictions Johannesburg Water will publish the list of all bids received and where practical total prices will be also be published.*
Selection Process :	The selection process will be subject to the Supply Chain Management Policy of Johannesburg Water. Johannesburg Water will not necessarily accept the lowest or any proposal and reserves the right to withdraw a tender without furnishing reasons or award a tender in whole or in part and to more than one tenderer
JOHANNESBURG WATER SOC LTD SUPPORTS BBBEE	

JW OPS 033/22: SUPPLY AND DELIVERY OF BELT CLOTH ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

CLOSING DATE: **04 MAY 2022 at 10:30**

Name of Tenderer:		Tel. No.	
Contact person:		email	
Cellphone no:		CSD No.	
E-mail:		SARS Tax Compliance Pin (Tenders)	

NB: ONLY THOSE TENDER DOCUMENTS WHICH HAVE BEEN LEGALLY OBTAINED WILL BE ACCEPTED

INDEX TO TENDER DOCUMENTS

Form no.	DESCRIPTION
JW1	COVERING LETTER
JW2	INDEX TO TENDER DOCUMENTS
JW3	ACKNOWLEDGEMENT OF CONDITIONS
JW 3.3	CERTIFICATE OF AUTHORITY
JW 3.1	EVALUATION CRITERIA
-	CONTACTABLE REFERENCE
JW 7	SPECIFICATIONS
JW 8	SCOPE OF WORK
JW 4	PRICING SCHEDULE
MBD 3.1	FIRM PRICES
JW13	GENERAL CONDITIONS
JW10	PREFERENCE POINTS CLAIM FORM
JW14	NON-COLLUSION FORM
JW14.1	DECLARATION OF ANY POTENTIAL CONFLICT OF INTEREST
JW 14.2	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
JW 14.3	DECLARATION FOR PROCUREMENT ABOVE R10M
JWMBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
-	BANKING DETAILS FORM

Note to tenderers

Whilst every care will be exercised in compiling and handing over a complete tender document, it may occur that a portion/s may be omitted. It is therefore the responsibility of the tenderer to ensure that he/she is in possession of the complete tender document immediately after receipt and report any discrepancies to the SCM Unit for rectification. Under no circumstances will JW be held liable for any incomplete document due to late detection by the tenderer.

Tenderers are advised to take note of the submission requirements indicated in the covering page of this tender.

CHECK-LIST FOR TENDER SUBMISSION **JW 2.1**

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 (JW 3.3)		
	Completed and signed JW 3 (Acknowledgement of conditions)		
	Completed and signed JW 4 - Tender form and Pricing schedule Completed 3..1 - Firm Prices Alterations (if any) authenticated Completion of form JW 10 – (Preference points claim)		
	Complete and sign JW 14- Non- Collusion form		
	Complete and sign JW 14.1- Declaration of any potential Conflict of Interest		
	Complete and sign JW 14.2- past Supply Chain Management Practices Form		
	Complete and sign JW 14.3 (Declaration for Procurement above R10m)*		
	Complete and sign JW MBD 9- Certificate of Independent bid Determination		
	JV Agreement (if Applicable)		
	Completed Banking Details		
3 Submission of documents	Valid Tax Compliance Status Pin/ CSD MAAA number for Tenders		
	Valid BBBEE certificate (SANAS/CIPC) or Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.		
	Certified copy of a consolidated Valid BBBEE certificate for JV (if applicable)		
	Confirmation that you have no municipal commitments overdue for more than 90 days**(for both the bidder/company and for the directors)		
	Confirmation that suitable arrangements in place for arrear municipal obligations with your local municipality		
	Annual Financial statements for past 3 years (AFS) *		
4 Qualifications	Is your tender subject to any qualifications? If Yes, reference to such qualification/s and must be indicated below: ---		

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

Name of tenderer ________________________________Signature ____________________Date_____________

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-of 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 : 17 Harrison St, Marshalltown, 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 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.

3. 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.

4. If any of the conditions on this bid form (JW 3) are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.

5. Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.

6. All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at 17 Harrison Street, Marshalltown. Bid documents submitted in any other manner will not be accepted.

7. 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.

8. Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents.

9. 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.

10. Tenderers will be afforded a period of three (3) days to complete the following returnable documents (JW 3, JW 10 (MBD 6.1), JW 14, JW 14.1, JW 14.2, JW 14.3, JW MBD 9) in instances where such forms are incomplete.

11. Pricing schedule must be completed and signed. Bids that are received contrary to this requirement will be disqualified.

12. Where alterations are made in respect of the pricing component (i.e. errors made on the Bill of Quantity), the pricing schedule or the Form of Offer, such alteration must be authenticated by the authorized signatory by inserting either his/her initial or signature next to the alteration.

13. 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.

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: ....

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) Certificate For Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. . . . . Name …………………… Designation
		Signature. . . . . Name …………………… Designation
		Signature. . . . . Name …………………… Designation

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

(V) Certificate For Sole Proprietor

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

trading as ………………………………………………........................and the person 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

1. The tender must be submitted as follows;
   1.1. In the same format as prescribed.
   1.2. The original tender document issued to tenderers must be submitted in its entirety.
   1.3. Completeness of submissions, i.e. all supporting documents and information as required with the tender, i.e. Valid SARS Tax Compliance status Pin, Financial statements, amongst others.

Tenders will be assessed on Responsiveness, Functionality, Financial offer and Broad Based Black Economic Empowerment (BBBEE), including Preferential Procurement.

When considering the financial aspect, the tenderer shall make an accurate assessment of the resources required to execute the assignment and observe pricing instructions accordingly

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2. Responsiveness:

Tenderers will be required to comply with all the requirements of the standard conditions of tender, as follows:

a) The tender document shall be properly and fully completed and signed.
b) That pricing instructions has been observed, including the completion and signing of (Pricing Form) JW4 / Form of Offer including authenticating alterations, costing submitted in the format as required, completion of the BOQ and financial summary as required.
c) That instructions pertaining to alterations to the Pricing schedules / BOQ of the tender document have been observed and complied to.
d) Submission of all Returnable Schedules required and other relevant schedules that will be incorporated into the contract.

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3. Gatekeepers:

The following aspects will be considered during the Technical Evaluation:

a) The **Tenderer (Company)** must have a **minimum of 3 years' experience** where the **supply and delivery of belt cloths** was completed successfully.

b) Shortlisted tenderer(s) will be required to submit samples of their items offered (two samples 300mm x 300mm of each cloth and seam offered) and complete the technical data sheet on the JW 7 – TECHNICAL INFORMATION AND SPECIFICATION for information required of their samples.

4. Financial Offer:

The following aspects will be considered in the financial offer:

a) Costing for all items as described in the JW 4 document / Form of Offer.
b) Review of financial offer and discrepancies between total and calculations.
c) 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.
d) Firmness of the rates.

5. BBBEE and Preferential Procurement:

Tenderers are required to complete the Preference Claim Form (JW10) included in the tender document. All information as required and applicable must be furnished together with all supporting documentation. Further, points will only be allocated upon submission of a valid BBBEE certificate/sworn affidavit. Failure to submit a valid BBBEE certificate/sworn affidavit will result in no points being allocated for Preferential Procurement.

6. Evaluation

Tenders will be evaluated on the 80/20 point scoring system. 80 points will be allocated to Price and the remaining 20 points will be allocated for BBBEE certificate/sworn affidavit and Preferential Procurement.

However, tenders will be evaluated on a gatekeepers component whereby tenderers will be required to satisfy the minimum requirements in terms of the criteria included for this purpose. Tenderers who do not meet the minimum requirement will be automatically eliminated.

a) *Functionality (Technical)*

A maximum of --100-- points will be allocated for functionality based on the following elements;

PART A: TENDERER'S EXPERIENCE				
Criteria No	**Criteria**	**Description**	**Documentary Evidence**	**Submission Compliant (Yes/No)**
1	**Tenderer's Experience**	The Tenderer (Company) must have a **minimum of 3 years' experience** where the **supply and delivery of belt cloths** was completed successfully.	The tenderer (Company) must provide reference letters with proof that they have executed the required works for a minimum of 3 years in rendering services for the supply and delivery of belt cloths successfully. *The tenderer must request their client(s) (where work was executed) to complete the templates attached in the tender document in full* ***or*** *provide reference letters in their client's letter head with all information as required per the template provided.*	Tenderer's Experience Submission Compliant **(Yes/No)**
The tenderer is required to comply with the requirement as stipulated for the "Tenderers' Experience" in order to be considered for further evaluation.				
PART B: EVALUATION OF SAMPLES				
Criteria No	**Criteria**	**Description**	**Documentary Evidence**	**Submission Compliant (Yes/No)**
3	**Compliance of Samples**	Shortlisted tenderer(s) will be required to submit samples of their items offered (two samples 300mm x 300mm of each cloth and seam offered) and complete the technical data sheet on the JW 7- TECHNICAL INFORMATION AND	The samples submitted by the shortlisted tenderer(s) for their items offered will be evaluated. The samples and technical specification of the offered belt cloths must comply with the requirements to the specification as stipulated on item 2 of the JW 7- TECHNICAL INFORMATION AND SPECIFICATION of the tender document.	Submission and Offer Compliant: (**Yes/No**)

		SPECIFICATION for information required of their samples.	The offered belt cloths from the tenderer must comply with the requirements specification as stipulated on item 2 of the JW 7-TECHNICAL INFORMATION AND SPECIFICATION of the tender document. ***Checklist 1*** *and* ***Completed Technical Datasheet*** *(attached as part of JW7 – TECHNICAL INFORMATION AND SPECIFICATION of the tender document) to be used for the evaluation of the samples for items offered by the shortlisted tenderer.*	
The tenderer's submitted sample of belt cloths must meet the requirements as stipulated in order to be considered for further evaluation.				

The tenderer will be required to meet all requirements as stipulated in order to be considered for further evaluation.

b) *Price (Financial component)*

The points allocated for the financial element will be 80. The eligible tenderer with the lowest cost will be allocated 80 points. Tenderers thereafter in order of ranking on price will be allocated points proportionally.

The tenderers financial offer (as required in the JW 4) / (Form of offer) must be completed and submitted as required. Prices for each item as requested must be provided. Incomplete pricing information will result in the tender offer being declared non-responsive.

c) *Preferential procurement points*

A maximum of 20 points will be allocated for preferential procurement. However, these points will only be allocated to tenderers who submit a valid BBBEE certificate/sworn affidavit together with all the required supporting documentation. Non-submission of a valid scorecard will result in no points being awarded

7. Application

Only Tenderers who obtain the required minimum score for the Technical component (Gatekeepers) will be considered for further evaluation. The points obtained for Price will be added to the points obtained for BBBEE certificate/sworn affidavit as described to arrive at the final score. The tenderer obtaining the highest points will be considered for award per item.

CHECKLIST 1 – SAMPLE EVALUATION

Solids Technology U622 Belt Press

	BELT PRESS 1	
BELTS DATA	**Compliant?**	**Comment**
Weave	(Yes / No)	
Thickness (mm)	(Yes / No)	
Seams type	(Yes / No)	
Seam hooks diameter (mm)	(Yes / No)	
Seam wire diameter (mm)	(Yes / No)	

Bellmer WPK 3 S Belt Press

	BELT PRESS 2	
BELTS DATA	**Compliant?**	**Comment**
Weave	(Yes / No)	
Thickness (mm)	(Yes / No)	
Seams type	(Yes / No)	
Seam hooks diameter (mm)	(Yes / No)	
Seam wire diameter (mm)	(Yes / No)	

CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 033/22: SUPPLY AND DELIVERY OF BELT CLOTHS**

Name of tenderer: ……………………………………………………………………………

Description of goods / services provided (scope of work):

………
………
………

Approximate duration (No of years) when the above was provided: …………………………………..

Approximate value of the goods / services provided R…………………..………………………

Was their performance satisfactory? Yes / No*

*If **No** to any of the questions above, please furnish details.

…………………………………………………………………………………………………….…………
………

Name of authorised person: ………………………………..………………………………………..

Signature:………………………..……… Date ……………………..………………………

Telephone: …………………………………. Mobile: …………………………………………….

Email: …………………………………………………………………………..………………………

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

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

SPECIAL CONDITIONS

GENERAL

NB The attention of the tenderer is drawn to the fact that General Conditions of Contract (JW13) shall apply, where applicable, to this contract.

DEFINITIONS:

1.1 That “Johannesburg Water (SOC) Ltd” shall herein after be referred to as “JW”.

1.2 The “Managing Director” shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorised representative.

1.3 “Vat” shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

PRICE:

2.1 All prices shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.

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

2.3 Tenderers must provide year 1 (base) rate for tendered items.

2.4 A non-firm tender price is applicable for this tender. The precise details of the price variables must be supplied as a separate proposal.

SURETY BOND

3.1 No surety bond shall be required in terms of this contract.

COMPLIANCE WITH LEGISLATION AND SPECIFICATION:

4.1 The service provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.

4.2 The service provider shall comply with all the requirements prescribed in the specification.

SAFETY:

5.1 Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Service provider shall comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder.

EMPLOYMENT OF LABOUR:

6.1 The service provider must ensure that all relevant legislation is complied with in the employment of labour.

INSURANCE AND INDEMNIFI-CATION:

7.1 In addition to any insurance required to be held by the Service provider in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Service provider must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third party risks. The Service provider hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Service provider’s own employees resulting from the operations carried out by the Service provider under this contract.

7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 130/1993 must be furnished by the Service provider within 21 days of notification of acceptance of the tender.

7.3 The service provider shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.

7.4 Copies of such insurances and indemnifications must be supplied to JW within 21 days of notification of acceptance of the tender.

REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER, VARIATION AND INDULGENCES

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

8.2 If the Service provider has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:

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

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

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

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

DISPUTES:

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

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

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

10.1 The tenderer shall be required to supply and deliver replacement belts for the existing sludge dewatering and thickening equipment at Northern Works, Driefontein, Olifantsvlei, Bushkoppies and Goudkoppies in accordance with the Technical Specifications as outlined in this tender document.

Note: *The installation of the belt cloths will only be on an "as and when" required basis as advised by the designated JW representative.*

PLACE AND TIME OF DELIVERIES:

11.1 The belt cloths are to be delivered within 5 working days after receipt of specific orders.

11.2 The replacement belt cloth supplied must be offloaded and stacked at the locations prescribed below to the satisfaction of JW:

Northern Works: Situated 35 km north of Johannesburg on Provincial Road p79-1 from Johannesburg to Hartebeespoort Dam.

Goudkoppies Works: Situated 25 km south of Johannesburg on the Golden Highway.

Driefontein Works: Situated near Muldersdrift, adjacent to where the Extension of the Beyers Naude crosses over the Krugersdorp Pretoria Highway

Olifantsvlei Works: Situated 32 km south of Johannesburg, off the Golden Highway.

Bushkoppies Works: Situated 28 km south of Johannesburg, off the Golden Highway.

DAMAGED GOODS/ GUARANTEES

12.1 Any stock items ordered, which in the opinion of JW are deemed to be damaged, whether in transit, offloading or stacking, will be the total responsibility of the service provider, and will not be accepted on site.

12.2 A guarantee period of 2500 running hours from installation, without failure of creasing of the belting material or clipper seam is required.

12.3 Should either the belting material or seam fail during this guarantee period, the supplier, at his own cost, shall repair or replace the seam and/or belt within five working days of notification of the failure.

QUANTITIES

13.1 No quantities are provided for this tender.

13.2 The service provider shall be bound to supply whatever quantities JW actually requires during the period of the contract.

13.3 JW will hold only one set of each belt required in their store (as a maximum). JW is not bound to order belts for stock holding at the commencement of the contract, or at any other time during the contract. The service provider shall be bound to hold sufficient cloth in stock in the Gauteng region to make up at least two sets of each belt per works.

TENDER VALIDITY:

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

ADJUDICATION OF TENDERS:

16.1 The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service provider.

ACCEPTANCE OF TENDER:

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

COMPLETENESS

18.1 Failure by the tenderer to complete in full the technical data sheet will render the tender liable to rejection on the grounds of being incomplete

TECHNICAL INFORMATION	19.1	**Samples to be submitted by the shortlisted tenderers must be accompanied by full instructions for the storage, handling, fitting and jointing of the belts.**
TIME OF PLACING OF ORDERS AND RATE OF DELIVERY	20.1	Orders will be issued during the period of three years, commencing one week from the date of the award of tender stating quantities required and delivery must be made within the time shown on the Pricing Schedule attached even if this delivery date extends beyond the period for the placing of orders.
DURATION:	21.1	The tenure of the contract shall be with effect for a period of thirty-six (36) months from the date stipulated as the commencement date on the appointment letter issued.
STOCK	22.1	The successful tenderer shall ensure that sufficient stock is held in South Africa at all times (this will apply whether the manufacturer is based in or outside South Africa)
PENALTY FOR LATE DELIVERY	23.1	If the service provider fails to deliver any single item listed in the in the Pricing Schedule within the specified delivery time, JW will charge the service provider a penalty of R 1000.00 per day in respect of each such time that the item is delivered as per order, and deduct such penalty or penalties from any monies owing by JW to the service provider.
OFF-LOADING AN SPECIAL TIME FOR DELIVERY:	24.1	The service provider must supply all labour for offloading and stacking. The replacement belt cloths will only be accepted between the hours 08h00 and 15h00 on normal JW working days.
COMPLETENESS	25.1	Failure by the tenderer to complete in full the Tender Form will render the tender liable to rejection on the grounds of being incomplete.
ADDITIONAL INFORMATION	26.1	Any additional information may be obtained from Sthembile Dladla on 011 688 1595
NOTICE	27.1	Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-

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

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

27.1.3 Sent by telefax to its chosen telefax number stipulated in 16.1, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

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

TECHNICAL INFORMATION AND SPECIFICATION

1. SCOPE OF CONTRACT

To supply, deliver off-load and install belt cloths with associated ancillaries for use on existing sludge thickening and dewatering equipment at the various JW Bulk Wastewater Treatment Works.

2. SPECIFICATION OF THE BELT CLOTHS REQUIRED:

The belt cloth for both Belt Press and Linear Screen equipment shall comply with the specified parameters below:

The cloths shall be capable of operating under the following conditions:

- Mixed primary, digested and thickened waste activated sludge at between 2% and 4% dry solids for the linear screen operation.
- Thickened sludge at approximately 6% dry solids for the Dewatering Belt Press equipment with feed flow rate of between 650kg and 900 kg dry solids/h per belt press.
- The Belt Presses are operated at speeds varying between 2m/min and 7m/min.

	Solid Technology Belt Press U622 (Belt Press 1)	**Bellmer Belt Press WPK 3 S (Belt Press 2)**
	Belt Cloth	Belt Cloth
Material	**Polyester**	**Polymer**
Thread diameters Warp Werf	 600-700 microns 700-900 microns	 0.5 mm 1 mm
Warp count Werf count	N/A	23.5 cm^{-1} 7.5 cm^{-1}
Weave	Twill/Satin	8 shaft Satin
Aperture	300 - 400 microns	-
Thickness	1,5 - 2 mm	2.18 mm
Air Permeability	2500- 3500 $l/m^2.s$ at 200 Pa	680 m^3/h
Tensile strength	1500- 3000 N/cm	-
Square weight	N/A	1524 g/m^2
Seams	**Clipper**	**Clipper**
Seam hooks	1 mm diameter	1 mm diameter
Seam wire	1,6 mm diameter	1,6 mm diameter

Belt cloths shall be delivered wrapped to the Works. On delivery at the Works and prior to being fitted, the belt cloth(s) shall be inspected jointly by the Contractor and the Regional Maintenance Manager (or duly authorized representative). The inspection of the belt cloth(s) may be deferred by JW in the cases where the belt cloth(s) are not to be installed right away and JW will still have the right to reject the belts if they are found to be non-compliant to the specification. The belt cloth(s) as delivered shall be laid out, and shall be free of flaws and creases, shall have a seam which is perpendicular to the cloth edge, shall have a seam which is sound, shall be protected at the edges and shall have measured diagonal dimensions which are equal to within a tolerance of +/- 0,5% of the side length. At this inspection the belt cloth(s) shall be either accepted or rejected by JW; acceptance or rejected shall be at the sole discretion of the Regional Maintenance Manager (or duly authorized representative).

The installation piece must have two straps approximately 30m long on either end to be able to pull cloths in on Belt Press. Installation piece clipper must match cloth clipper.

1. SAMPLE TO BE SUPPLIED

Short Listed tenderers will be required to submit two samples 300 mm x 300 mm cloth and seam offered. The items must be delivered to the Johannesburg Water Head Office 17 Harrison Street, Marshalltown as per the instruction from the evaluators who will directly communicate at the time of the requirement.

Samples to be submitted must be properly parceled and labeled to show;

- Name of tenderer
- Contract and Item number
- Description of contents and serial / type numbers

The samples must be accompanied by full instructions for the storage, handling, fitting and jointing of the belts.

For the accepted offer, the samples will be kept by JW for the duration of the contract.

The samples will be evaluated for compliance **using checklist 1 in the evaluation criteria.**

2. GUARANTEES

A guarantee period of 2500 running hours from installation or six (6) months after delivery (whichever comes first), without failure of the belting cloth material or clipper seam is specified.

Should either the belting material or seam fail during this guarantee period, the supplier, at his own cost, shall repair or replace the seam and or belt within five working days of notification of the failure.

3. ALTERNATIVES

The tenderer shall submit his main offers strictly in accordance with the specification included in this tender. Consideration will however, be given to alternative offers that are considered to be to JW's economic and technical advantage, provided full details are submitted with the tender documents.

4. MACHINERY EQUIPMENT OF JOHANNESBURG WATER

At the various treatment works where belt press machines and linear screen machines, the following belt cloths in various sizes are to be anticipated for the duration of the contract. It must be noted that JW may purchase other sizes of filter belt presses during the duration of this contract and the Tenderer will be expected to supply JW with these sizes with price per square meter of the belt.

NORTHERN WORKS

Solids Technology Belt Press (U622)

2.200 m wide belt
top belt: length per belt = 24.76 m
bottom belt: length per belt =19.56 m

GOUDKOPPIES WORKS

Solids Technology Belt Press (U622)

2.200 m wide belt
top belts: length per belt = 24.76 m
bottom belts: length per belt = 19.56 m

Bellmer Belt Press (WPK 3 S)

2.200 m wide belt
top belt, length per belt = 19.2 m
bottom belt, length per belt =19.2 m

OLIFANTSVLEI WORKS

Solids Technology Belt Press (U622)

2.200 m wide belt
top belts, length per belt = 24.76 m
bottom belts, length per belt = 19.56 m

DRIEFONTEIN WORKS

Solids Technology Belt Press (U622)

2.200 m wide belt

top belt, length per belt = 24.76 m
bottom belt, length per belt = 19.56 m

<u>BUSHKOPPIES WORKS</u>
Solids Technology Belt Press (U622)

2.200 m wide belt
top belt, length per belt = 24.76 m
bottom belt, length per belt = 19.56 m

5. SITE VISIT

Arrangements to visit the JW site can be made with Sthembile Dladla at (011) 688 1595.

Submission of a tender shall imply that the tenderer has visited the site and that he/she is fully conversant with the surrounding conditions.

6. FURTHER INFORMATION

Any further information if required may be obtained from Miss Sthembile Dladla at telephone (011) 688 1595 during office hours.

7. TECHNICAL DATA SHEET

(To be completed by the tenderer)

	BELT PRESS 1	BELT PRESS 2
BELTS DATA	**Belt Cloth**	**Belt Cloth**
Brand Name		
Serial No./Model/Type		
Material of belt		
Thread diameters • Warp • Werf	 microns microns	 mm mm
Weave		
Mesh opening in microns (Aperture)	microns	N/A
Thickness (mm)	mm	mm
Air Permeability	l/m^2.s at 200 Pa	m^2/h
Tensile strength (N/cm)	N/cm	N/A
Square weight	N/A	g/m^2
Seams type		
Seam hooks diameter (mm)	mm	mm
Seam wire diameter (mm)	mm	mm

Tender Form and Price Schedule

To: **Johannesburg Water (Pty) Ltd.**

Having examined the bidding documents including Addenda Nos.______ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply and Deliver Belt Cloths** as specified, in conformity with the said bidding documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

We undertake, if our Bid is accepted, to supply this service in accordance with the requirements specified in the tender document.

We agree to abide by this Bid for a period of ninety (90) days from the date fixed for Bid 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 JW's written notification of award; shall constitute a binding Contract between JW and the Tenderer.

We understand that JW is not bound to accept the lowest or any bid received or may award the tender in whole or in part.

It is also agreed that this is an "**as and when"** required contract and that no exact quantities or makes/models have been indicated due to the vast range of these items of equipment in existence. Should my/our tender be successful, it be understood that a contract will come into existence for a period of thirty-six (36) months, which will commence from the date that the tender is awarded.

PRICE SCHEDULE

NB: ANY AND ALL ALTERATIONS TO THE PRICING SCHEDULE MUST BE SIGNED IN FULL OR INITIALLED NEXT TO THE ALTERATION BY THE TENDERER'S AUTHORISED SIGNATORY.FAILURE TO ADHERE TO THIS WILL DISQUALIFY THE TENDER.

BID DOCUMENTS MUST BE COMPLETED USING NON-ERASABLE BLACK INK. BIDS THAT ARE RECEIVED CONTRARY TO THIS REQUIREMENT WILL BE DISQUALIFIED.

THE PRICING SCHEDULE OF THE BID DOCUMENTS MUST BE SIGNED IN FULL. FAILURE TO ADHERE TO THIS REQUIREMENTS 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 set out in the Conditions of Tender, General Conditions of Contract, Special Conditions and Technical Information and Specification attached and hereby agree to Supply and Delivery of Belt Cloths.

Also Note:

1. All rates offered must be 15% VAT inclusive.

2. Tender rates must include all transport, labour, equipment, material, insurances etc. required to execute the work successfully as specified in this tender document to various Waste Water Treatment Works within and surrounding the boundaries of the City of Johannesburg.

3. This tender calls for a non-firm offer. The precise details of the price variables must be supplied as a separate proposal.

4. The tendered rates will be escalated on an annual basis as per the escalation proposal that must be submitted by the tenderer as stipulated.

5. The belt cloths are to be delivered within 5 working days after receipt of specific orders.

6. The tenderer must take note that installation and labour costs for the belt cloths will be on an "as and when" required basis as per the advice of the designated JW representative.

PRICING SCHEDULE

STATED SIZES PRICE RATES

1. **Solid Technology**

ITEM NO.	DESCRIPTION	BASE RATES		
		Unit Rate R / METRE (Excl. VAT)	15% VAT	Total (Unit Rate + 15% VAT)
1.1.	**Clipper Seam Belt Cloth, (complete with clipper seam) *2.200m* wide for:**			
1.1.1	Solids Technology U622 Belt Press	**R**	**R**	**R**
Installation of Cloth				
1.1.2	Belt Cloth installation piece to pull in cloths.	**R**	**R**	**R**
1.1.3	Belt Cloth installation / removal labour	**R**	**R**	**R**
Total				**R**

2. **Bellmer WPK 3 S**

ITEM NO.	DESCRIPTION	BASE RATES		
		Unit Rate R / METRE (Excl. VAT)	15% VAT	Total (Unit Rate + 15% VAT)
1.2.	**Clipper Seam Belt Cloth, (complete with clipper seam) *2.200m* wide for:**			
1.2.1	Bellmer WPK 3 S Belt Press	**R**	**R**	**R**
Installation of Cloth				
1.2.2	Belt Cloth installation piece to pull in cloths.	**R**	**R**	**R**
1.2.3	Belt Cloth installation / removal labour	**R**	**R**	**R**
Total				**R**

CONTRACT PRICE ADJUSTMENT

This tender calls for a non-firm offer.

Therefore, the tenderer will be required stipulate contract price adjustments for their offer.

Name of tenderer (in full): ____

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

Signature of person authorised to sign this tender: _______________________

Date: ___________________________________ 2022

MBD 3.2

(PURCHASES)

PRICING SCHEDULE – NON-FIRM PRICES

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

Name of Bidder………………………………………	Bid number : JW OPS 033/22
Closing Time ……………………………	Closing Date ……………………………..

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

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 ***5 working days after receipt of specific orders**

Delivery: ***Not firm**

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

***Delete if not applicable**

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. **IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES**

2. **IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:**

$$Pa = (1 - V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index………. Dated……….   Index………. Dated……….

Index………. Dated……….   Index………. Dated……….

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

5. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

5.1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

5.2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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.

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1. GENERAL CONDITIONS

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

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

1.2

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

b) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	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) **“prices”** 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. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

6.1 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.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: ……………………………………………………………………

8.2 VAT number registration number: ……………………………………………………….

8.3 Company registration number: ……………………………………………………………

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………
…………………………………………………………………………………………………
…………………………………………………………………………………………………
…………………………………………………………………………………………………
……..

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……………………………………………….

Registered Account Number: ………………………….

Stand Number: ……………………………………………….

8.8 Total number of years the company/firm has been in business: …………………………

8.9 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. ……………………………………..	……………………………………… SIGNATURE(S) OF BIDDERS(S)
2. …………………………………….	DATE: …………………………………..
	ADDRESS …………………………………..
	…………………………………..
	…………………………………..

JOHANNESBURG WATER (SOC) LTD

GENERAL CONDITIONS OF CONTRACT (JW 13)

TABLE OF CLAUSES

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. App licable law

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

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

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

JW 14

Non-collusion Form

I, the undersigned

____

In my capacity as

____

(insert Sole Owner, Partner, President, Secretary or other title)

of____

(insert name of the Company).

acknowledges that on behalf of the above mentioned Company, I submit to Johannesburg Water [JW], a tender and that all statements of fact in such tender are both true and correct.

That such tender was not made in the interest of or on behalf of any undisclosed Person, Partnership, Company, Association, Organization or Corporation.

That such tender is genuine and not collusive or a sham.

That I have not directly or indirectly by agreement, communication or reference with anyone, attempted to induce action prejudicial to the interest of JW, or any other Bidder or anyone interested in the proposed contract.

That prior to the opening and reading of bids,

a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender

b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender

c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.

d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organization, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at ______________________________ on this ____ day of _________________ 2022

____

Signed on behalf of the tenderer

DECLARATION OF INTEREST

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

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

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

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

3.2 Identity Number: ……………………………………………………………………………….

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

3.4 Company Registration Number: ……………………………………………………………….

3.5 Tax Reference Number:……………………………………………………………………….

3.6 VAT Registration Number: ……………………………………………………………………

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

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

3.8.1 If yes, furnish particulars. ….……………………………………………………………

……………………………………………………………………………………………..

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

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

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

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

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

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

…………………………………………………………………………………………….

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

3.10.1 If yes, furnish particulars.
………………………………………………………………………………
………………………………………………………………………………

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

3.11.1 If yes, furnish particulars
………………………………………………………………………………
………………………………………………………………………………

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

3.12.1 If yes, furnish particulars.
…………………………………………………………………………….
…………………………………………………………………………….

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

3.13.1 If yes, furnish particulars.
…………………………………………………………………………….
…………………………………………………………………………….

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

3.14.1 If yes, furnish particulars:
…………………………………………………………………………..
…………………………………………………………………………..

* *The intention of this clause is deemed to be the declaration of relationships which may improperly influence or affect the outcome of this bid, in particular relationships with persons involved in the procurement processes in Johannesburg Water. Therefore if the bidder or any of the persons mentioned in this clause or any company or business controlled by any of them have such a relationship, it should be declared.*

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

Full Name	Identity Number	State Employee Number

…………………………………….. **Signature**

…………………………………….. **Date**

……………………………………. **Capacity**

………………………………………. **Name of Bidder**

3 / 3

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

………………………………………...	**…………………………..**
Signature	**Date**
……………………………………….	**…………………………..**
Position	**Name of Bidder**

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

a. take all reasonable steps to prevent such abuse;

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

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

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

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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.

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

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

____

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

I certify, on behalf of ____that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

………………………………… ……… …………………………………
Signature Date

……………………………… ……………. …………………………………
Position Name of Bidder

BANKING DETAILS FOR ELECTRONIC FUNDS TRANSFER

Requirements

- All fields below must be completed and only **the completed original authorised form will be accepted.** (Faxed and emailed copies are not accepted).
- This form must be accompanied by an original **cancelled cheque** or **an original signed and stamped letter from your bank (date** must be not older than 3 months). Alternatively this form can be stamped by your bank.

Supplier Name	
Contact Person	
Email Address	
Telephone Number	
Fax Number	

Bank Information

Name of Payee (Must be the same as your supplier name)	
Name of Bank	
Account Number	
Branch Code-(to be confirmed with your bank for EFT payments)	
Branch Name	
Reference (if applicable)	

In the event my tender is successful, I hereby authorise Johannesburg Water SOC Ltd, to make all payments by EFT into the above bank account and I have attached the required documents as requested. I have the authority to provide and authorise the above information on behalf of the corporation/organization/payee.

Authorised representative of supplier

Name & Surname:____ **Date**:_______________________

Signature : ________________________________ **Designation** _________________________