

INVITATION TO BID TENDER COVER PAGE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW CYD 006/21

CLOSING DATE: 13 SEPTEMBER 2022

CLOSING TIME: 10:30

DESCRIPTION: CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF THIRTYSIX (36) MONTHS.

BIDDERS ARE ENCOURAGED TO ATTEND A NON-COMPULSORY TENDER BRIEFING SESSION ON 19 AUGUST 2022 AT 13:00 TO 14:00 ON MICROSOFT TEAMS. THE LINK WILL BE AVAILABLE ON THE JW WEBSITE ADVERT.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7)

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

**TURBINE HALL
65 NTEMI PILISO STREET
NEWTOWN
JOHANNESBURG
2001**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		CSD No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID				
The 80/20 point scoring system will be applicable to this tender, i.e.80 points for Price and 20 points for Preferential procurement (BBBEE).				
TOTAL BID PRICE (IF APPLICABLE)				R
TOTAL NUMBER OF DOCUMENTS SUBMITTED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Operations Support
CONTACT PERSON	Gcina Ndela		CONTACT PERSON	Albina Shozi
TELEPHONE NUMBER	011 688 1796		TELEPHONE NUMBER	011 483 9500
E-MAIL ADDRESS	gcina.ndela@jwater.co.za		E-MAIL ADDRESS	albina.shozi@jwater.co.za

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.4. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

ACKNOWLEDGEMENT OF BID CONDITIONS

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

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

DATE:.....

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

Name of bidder.....

Postal address (in block letters)

Telephone No.(s)

Facsimile No:

Bid No.

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

IMPORTANT CONDITIONS

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

CHECK-LIST FOR TENDER SUBMISSION

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

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

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

** for all tenders regardless of value

Name of tenderer _____ Signature _____ Date _____



CERTIFICATE OF AUTHORITY

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

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

(I) Certificate For Company

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

Chairman:

As Witnesses: 1.....

2.....

Date:



CERTIFICATE OF AUTHORITY

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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



(III) Certificate For Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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



(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

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

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



(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:



EVALUATION CRITERIA



EVALUATION CRITERIA

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

Administrative Returnable document :

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



EVALUATION CRITERIA



4. B-BBEE validation requirements:

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



EVALUATION CRITERIA



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

N.B. Copy of certified copies will not be accepted.

4. Mandatory Requirements:

1.Registration with CSD

2.Valid certificate/s (ISO/IEC 17025) of the company covering required disciplines (temperature, volume, humidity, mass and photometry)

3. 2 x MetCert Certificate for Metrologists

NB: Bidders who fail to comply with the above mandatory requirement will be disqualified

3. Functionality:

The following aspects will be considered during the Technical evaluation:

Criteria No.	Criteria	Description	Documentary Evidence	Points Allocation	Points	Min. points	Max. points
1.	Tenderer's Experience	The Tenderer must have successfully completed 3 projects in calibration of equipment for weight, volume, humidity and photometry	The Tenderer is required to provide relevant documentation (i.e. minimum of three different contactable reference letters from different companies) as evidence that the required projects calibration of laboratory equipment for weight, volume, humidity and photometry. Note: Reference Letter	Less than 3 projects completed successfully for calibration of equipment experience	0	40	60
				3 projects completed successfully for calibration of equipment experience (minimum)	40		
				More than 3 projects completed successfully for calibration of equipment experience	60		



EVALUATION CRITERIA



			<i>The tenderer must request their client (where work was executed) to complete templates attached in the tender document in full or provide reference letters in their client's letter head with all the information required as per the template provided.</i>	(maximum)			
2.	Experience of Key Personnel	Two of the key personnel must have a minimum of 2 years' experience of calibration of equipment for weight, volume, humidity and photometry	The Tenderer must attach their key personnel's CVs outlining their work experience in equipment calibration of laboratory equipment for weight, volume, humidity and photometry on attached CV template. Note: CV <i>The tenderer must attach their CVs or complete the CV template attached in the tender document</i>	Less than 2 years equipment calibration experience	0	20	40
				2 years equipment calibration experience (minimum)	20		
				More than 2 years' experience (maximum)	40		
Total						60	100

A tenderer must achieve minimum score reflected in each sub-criterion in order to be considered further.

Any bidder who does not meet the minimum threshold of 60 points out of 100 points will be eliminated and will not be considered for the next stage of Pricing.



EVALUATION CRITERIA



4. Financial offer:

The following aspects will be considered in the financial offer:

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

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

The maximum points for this bid are allocated as follows:

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



EVALUATION CRITERIA



Points awarded for B-BBEE Status Level of Contribution

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

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

AWARD STRATEGY

The tenderer will be awarded based on the compliance on the evaluation criteria and the highest scoring in terms of Pricing and BBEE

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

SPECIFICATION FOR THE CALIBRATION OF MEASURING EQUIPMENT AT THE LABORATORIES OF JOHANNESBURG WATER

1. GENERAL DESCRIPTION

Johannesburg Water, Scientific Services, has five ISO/IEC 17025 accredited laboratories. Cydna laboratory in Houghton comprised of Microbiology, Chemistry and Water laboratory and two satellite laboratories at Goudkoppies and Northern Works wastewater treatment plants. The scope is also extended to two small laboratories that service On-line department at Northern Works and Olifantsvlei wastewater treatment works. ISO/IEC 17025 accreditation of Scientific Services laboratories is a way to assure customers of the reliability of results. Part of the requirements of ISO/IEC 17025 accredited laboratories is calibration of equipment (clause 6.4) maintaining metrological traceability (clause 6.5) of measurement results. In order to meet these requirements, the laboratories of Johannesburg Water require ISO/IEC 17025 accredited service providers in their respective field of scope to calibrate its equipment.

All sites are located within a radius of 40 km of the center of Johannesburg. The locations of the laboratories are as follows:

- Cydna Laboratory: 75 4th Street in Houghton.
- Goudkoppies satellite laboratory: Farm Goudkoppies 317 IQ. The entrance is off East St. Devland.
- Olifantsvlei mini laboratory: Farm Olifantsvlei 316 IQ. The entrance is off Cavendish St Extension.
- Northern Works satellite and mini laboratory: Farm Diepsloot 388Jr, approximately 8km north of the Fourways intersection.

2. SCOPE OF WORK

2.1 The work consists of on the following calibration metrology disciplines:

- Mass calibration (balances and mass pieces)
- Temperature calibration (autoclaves, digestion blocks, drying ovens, incubators, thermometers, thermocouples, data loggers)
- Photometry calibration of UV light meter
- Volume calibration (auto pipettes and mechanical pipettes)
- Calibrations to be carried out on-site by ISO/IEC 17025 accredited facility where transportation of the equipment is either not feasible or transportation would invalidate the calibration (e.g. balances)
- Calibration units will be kilograms, grams, milligrams, microliters, milliliters or degrees Celsius and Nanometers.
- ISO/IEC 17025 calibration certificates to be submitted to the Quality Specialist within two weeks after calibration.
- All calibrations will be carried out annually unless requested otherwise.

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

2.2 Equipment Details

Table 1: Equipment Summary

Equipment	Quantity
Autoclave	4
Auto pipette	80
Balances	27
Data logger (Temperature)	77
Data logger (Humidity)	39
Digestion blocks	9
Drying oven	10
Incubator	9
Mass piece sets	13
Muffle furnace	4
Thermocouples	10
Thermometer	56
UV Light meter	1
No. of certificates	339

Actual calibration points are listed below for each item of equipment.

Table 2: Balance calibration points

Description	Serial No.	Resolution	Calibration points
Analytical balance Sartorius A 200S	39040379	0-200g at 0.0001g	0.1g, 1.0g, 5g, 10g, 20g, 50g, 100g, 150g, 200g
Top pan balance Sartorius L 420D	36040034	0-420g at 0.01g	0.1g, 5g, 10g, 20g, 40g, 100g, 200g, 300g, 400g
Analytical balance 210g Ohaus PA 214	8731394745	0-210g at 0.0001g	0.1g, 1.0g, 5g, 10g, 20g, 50g, 100g, 150g, 200g
Analytical balance 410g Ohaus PA413	8731170888	0-410g at 0.001g	0.1g, 1.0g, 5g, 10g, 20g, 50g, 100g, 150g, 200g
Analytical balance Mettler AG 245	1115203650	0-210g at 0.1mg	100mg, 500mg, 1000mg, 50g, 100g
		0-41g at 0.01mg	10mg, 50mg, 100mg, 500mg, 1000mg
Sartorius B610	40110027	0-600g at 0.01g	60g, 150g, 300g, 500g, 600g
Analytical balance HL571 Sartorius B120S	10701862	0.1-100g at 0.0001g	0.1g, 1g, 5g, 10g, 20g, 50g, 100g
Radwag PS 600/C/2	346875/12	1-600 at 0.001g	1g, 5g, 10g, 20g, 50g, 100g, 150g, 600g
Top pan balance Modern: EAW	17904	0.5-12kg at 0.001kg	0.5kg, 1kg, 2kg, 5kg, 10kg, 12kg
Analytical Balance Radwag AG AS 310/C/2	346869/12	0.1-310g at 0.0001g	0.1g, 1g, 5g, 10g, 20g, 50g, 100g, 200g, 300g

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

Description	Serial No.	Resolution	Calibration points
Analytical balance HL 223 Sartorius	3405083	0-200g at 0.0001g	0.1g, 0.2g, 0.5g, 1g, 2g, 5g, 10g, 15g, 20g, 25g
Analytical balance Radwag AS 220	256274/09	0-220g at 0.0001g	0.1g 0.2g 0.5g 0.7g 1.0 g 5.0g 15g 20g 25g
Top pan balance HL 548 Sartorius B310S	40110169	1-300g at 0.001g	0.5g, 1.0g, 2.0g, 4.0g, 5.0g, 20g, 50g 150g, 200g, 300g
Top pan balance HL621 Sartorius PT2100	20220228	0-2000g at 0.1g	2.5g, 10g, 15g, 20g, 25g, 50g, 100g 250g, 400g, 500g
Top pan balance Mettler PB 8001-S	1121140356	0.5 - 8kg at 0.0001kg	100g, 200g, 500g, 700g, 1000g 2000g, 4000g, 6000g, 8000g
Top pan balance Sartorius HL/204	3308243	1-300g at 0.01g	0.5g, 1.0g, 2.0g, 4.0g, 5.0g, 20g, 50g, 150g, 200g, 300g
Top pan balance Radwag PS600.R2	431661	0-6000g at 0.01g	0.5, 1.0g, 5.0g 15g, 20g, 25g, 50g, 100g, 150, 200g, 250g
Top pan balance Radwag PS600	431658	0-6000g at 0.01g	5g, 10g, 15g, 20g, 25g, 50g 100g, 200g, 300g, 400g, 500g, 1000g
Top pan balance Mettler PE3000	E98991	0-3000g at 0.1g	5g, 10g, 15g, 20g, 25g, 50g, 100g 200g, 300g, 400g, 500g, 1000g
Radwag PS200/2000 PT	448497	0-2000 at 0.001g	0.1g, 1g, 5g, 10g, 20g, 50g, 100g, 200g
Mettler AE240	1113503809	0-120 at 0.0001g	0.001g,0.05g,0.1g,0.5g,1g,5g,10g,20g,30g
aeADAM	WL-AEAKA77	0-12000g at 0.1g	1.0g 5.0g 10g 20g 50g 100g 200g 300g 400g 1500g 6500g
LBB 12001e	WL-AEAKA77	0.5-12kg at 0.001kg	0.5Kg, 1Kg, 2kg 5kg 10kg 12kg
Radwag	657055		1.00, 2.00, 5.00, 10.00, 20.00, 50.00, 100.00, 200.00, 500.00g
Radwag	657058		1.00, 2.00, 5.00, 10.00, 20.00, 50.00, 100.00, 200.00, 500.00g
Radwag	657059		1.00, 2.00, 5.00, 10.00, 20.00, 50.00, 100.00, 200.00, 500.00g
Radwag	670341		1.000, 2.000, 5.000, 10.000, 20.000, 50.000, 100.000, 200.000,500.000g

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Table 3: Mass Pieces

Laboratory	Model	Serial No.	Calibration points grams
Chemistry	Brown Box	CL SET 02	0.1mg; 1; 10
Chemistry	Brown Box	377	50;20;20;10;5;2;2;1;0.5;0.2;0.2;0.1;0.05;0.02;0.02;0.01;0.005;0.002;0.002;0.001
On Line	Brown Box	OL-01	100mg; 200mg; 20; 100; 200; 500; 1kg
On Line	Brown Box	OL-02	100mg; 200mg; 20; 100; 200; 500; 1kg
Northern Works	Capsules	14396982	200; 100; 50; 20; 10; 5; 1; 100mg
Goudkoppi es	Blue box	GK Set 1	5kg; 2kg; 1kg; 500; 200
Goudkoppi es	Brown Box	GK Set 2	100; 50; 20; 10; 5; 2; 1; 200mg; 100mg; 20mg
Goudkoppi es	Silver box	137242	500;200;200*;100;50;20;20*10;5;2;2*;1;0.5;0.2;0.2*;0.1;0.05;0.02;0.02*;0.01;0.005;0.002;0.002*;0.001
Goudkoppi es	Silver box		1KG; 2KG
Quality	Black box	Set 1	500g; 200g 100g; 50g; 20g; 20g; 10; 5g; 2g; 1g, 0.5g; 0.2g; 0.1g; 0.05g; 0.02g; 0.01g; 0.005g; 0.002g; 0.001g
Quality	capsule		2Kg; 1Kg
Quality	Black box	Set 2	500g; 200g 100g; 50g; 20g; 20g; 10; 5g; 2g; 1g, 0.5g; 0.2g; 0.1g; 0.05g; 0.02g; 0.01g; 0.005g; 0.002g; 0.001g
Quality	capsule		2Kg; 1Kg
Quality	Black box	Set 3	500g; 200g 100g; 50g; 20g; 20g; 10; 5g; 2g; 1g, 0.5g; 0.2g; 0.1g; 0.05g; 0.02g; 0.01g; 0.005g; 0.002g; 0.001g
Quality	capsule		2Kg; 1Kg
Water	CL Set 02	143956577	0.1; 1; 5; 10; 25; 50; 100; 200
Microlab	Silver box	SET JWC2	1Kg; 2Kg; 500;200;200*;100;50;20;20*10;5;2;2*;1;0.5;0.2;0.2*;0.1;0.05;0.02;0.02*;0.01;0.005;0.002;0.002*;0.001
Microlab	Brown box	SET JWC1	0.1; 1; 10; 50; 100; 200g

Table 4: UV Light Meter Calibration Points

Description/Model	Serial No.	Calibration Points (nm)
Model UV-340A	L1203046	365-366nm

Table 5: Auto Pipette Calibration Points

Description/Model	Serial No.	Calibration points (µL)
EP1000	127955	1000µL
SOCF250	143940524	250µL
RP10ML	BO805729A	1000; 5000; 10000µL
EF500	666097	500µL
Ranin LTS	B0805716A	5000µL

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Description/Model	Serial No.	Calibration points (µL)
Acura 835	25021303	5000µL
Acura 825	25071983	250, 500, 1000µL
Acura 835	24081114	1000, 5000µL
	AP/CL 01	5000µL
	AP/CL 02	1000µL
	AP/CL 03	500µL
	AP/CL 04	250µL
1000-10000 µl	NW.P01	1000; 2000
1000-10000 µl	NW.P02	1000; 2000; 4000; 8000; 10000µL
1000-10000 µl	NW.P03	1000; 2000; 4000; 8000; 10000µL
1000-10000 µl	NW.P04	1000; 2000; 4000; 8000; 10000µL
1000-10000 µl	NW.P05	1000; 2000; 4000; 8000; 10000µL
1000-10000 µl	NW.P06	1000; 2000; 4000; 8000; 10000µL
1000-10000 µl	J16611141	1000; 2000; 4000; 8000; 10000µL
1000-10000 µl	J16505641	1000; 4000; 5000; 8000; 10000µL
1000-10000 µl	J165005831	1000; 2000; 4000; 8000; 10000µL
RP10ML	BO805729A	1000;2000; 5000;8000 10000µL
RP10ML	BO805751A	1000;2000; 5000;8000 10000µL
Nichipet	J16413131	1000;2000; 5000;8000 10000µL
Nichipet	J16413221	1000;2000;2500; 5000;8000µL
10ML	GK.P01	10ml,8ml,0.5ml,0.2ml,0.1ml
10ML	GK.P02	10ml,5ml,2.5ml,2ml,1ml
10ML	GK.P03	7.5ml,5ml,2.5ml,1.25ml,0.125ml
10ML	GK.P04	2ml,2.5ml,8ml,10ml,9ml
10ML	GK.P05	10ml,8ml,0.5ml,0.2ml,0.1ml
10ML	GK.P06	7.5ml,2.5ml,1ml,1.25ml,0.125ml
P10ML	pipette No:01	1000; 4000; 5000; 8000; 10000µL
P10ML	pipette No:02	1000; 4000; 5000; 8000; 10000µL
P10ML	Pipette No:03	1000; 4000; 5000; 8000; 10000µL
P10ML	pipette No: 04	1000; 4000; 5000; 8000; 10000µL
P10ML	pipette No: 05	1000; 4000; 5000; 8000; 10000µL
P10ML	Pipette No:06	1000; 4000; 5000; 8000; 10000µL
EP20	P24537D	2; 10; 20µL
EP100	021523D	10; 50; 100µL
EP100	K27458D	10; 50; 100µL
EP100	Q18142D	10; 50; 100µL
EP10	N29091D	0.5; 5; 10µL
EP10	N29245D	0.5; 5; 10µL
EP1000	L192338D	100; 500; 1000µL
EP1000	L30171D	100; 500; 1000µL

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Description/Model	Serial No.	Calibration points (µL)
EP1000	CQ08419	100; 500; 1000µL
EP1000	J36834D	100; 500; 1000µL
EP200	N35037D	20; 100; 200µL
EP10ML	M14844C	1000; 5000; 10000µL
EP10ML	M14804C	1000; 5000; 10000µL
EP10ML	M14880C	1000; 5000; 10000µL
EP200	N35499D	20; 100; 200µL
EP200	N35036D	20; 100; 200µL
EP20	O21309D	2; 10; 20µL
EP20	O21399D	2; 10; 20µL
EP1000	L19218D	100µL; 500µL; 1000µL
Gilson	AP/ML 01	1000µL
Gilson	AP/ML 02	1000µL
Gilson	AP/ML 03	1000µL
Gilson	AP/ML 04	1000µL
Gilson	AP/ML 05	1000µL
Gilson	AP/ML 06	1000µL
Gilson	AP/ML 07	1000µL
Gilson	AP/ML 08	5000µL
Gilson	AP/ML 09	5000µL
Gilson	AP/ML 10	5000µL
Gilson	AP/ML 11	5000µL
Gilson	AP/ML 12	5000µL
Gilson	AP/ML 13	10000µL
Gilson	AP/ML 14	10000µL
Gilson	AP/ML 15	10000µL
Gilson	AP/ML 16	10000µL
Gilson	AP/ML 17	1mL
Gilson	AP/ML 18	1mL
Gilson	AP/ML 19	5mL
Gilson	AP/ML 20	5mL
Gilson	AP/ML 21	10mL
Gilson	AP/ML 22	10mL
Gilson	AP/ML 23	500µL;1000µL
Gilson	AP/ML 24	500µL;1000µL

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Table 6: Autoclave Calibration Points

Description/Model	Serial No.	Calibration Points (°C)
Sturdy SAT 500	181207016-001	121 °C
Hirayama HV-85	30411071152	121 °C
Hirayama HV-110	30513111330	121 °C
Medi-clave	BKQ-B120 II	121 °C

Table 7: Digestion Blocks Calibration Points

Description	Lab ID	Model	Serial No.	Calibration points °C
Digestion Block Temperature controller	BLOCK 1	ABH 450 BU	F4325-0112	140; 150; 160
Digestion Block Temperature controller	BLOCK 2	ABH 450 BU	F4226-0112	140; 150; 160
Digestion Block HACH		DRB200	19010C0224	150
Digestion Block Digital controller		ABH 450 BU	F5165-0513	150
Digestion Block Digital controller		ABH-BV	F1620-1207	150
Digestion Block Digital controller		ABH 450 BU	F5163-0513	160; 380
Digestion Block Digital controller		ABH-BV	F1627-1207	150

Table 8: Drying Oven Calibration Points

Description	Model	Serial No.	Calibration points °C
Oven (5576)	H481	050026312295R00	105
Oven (JW5057 to 3332)	H481	0500026012275R00	105
Drying Oven: Merck	CN 40/ Model:276	0400047811276R00	100; 105; 110; 120; 130; 150; 160
Drying Oven: PROLAB	ODS 80	P1202	100; 105; 110; 120; 130; 150; 160
Drying Oven	ND 545/5016LA	HL 1009/JW 1720	105; 110; 150
Drying Oven	ND 545/5016LA	HL 1008/JW 1335	105; 110; 150
Drying Oven	5016LA	HL 1007/JW 1317	105; 110; 160
Drying Oven	276	HL 1006/JW 1336	105; 110; 160
Drying Oven	Ecotherm	0100020612277R00	105; 110;140;150;160;180;250
Drying Oven	Ecotherm; labotec	0400038411224R00	250

Table 9: Data Logger Calibration Points

Model	Serial No.	Temperature Calibration points °C	Relative Humidity Calibration points (%) and Temperature point
EL-USB-1	Chem cold room	4	
EL-USB-1	THM Fridge	5	
EL-USB-1	CL Freezer	-25; -10	
Testo	37377799	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378166	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37382205	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)

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Model	Serial No.	Temperature Calibration points °C	Relative Humidity Calibration points (%) and Temperature point
Testo	37378205	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378188	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378256	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378200	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37335431	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	58901290	0; 10	
Testo	58900061	0; 10	
174H	37378167	0; 5; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
174H	37378176	0; 5; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
174T	58903002	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
174H	37378184	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
174H	37378221	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
174H	37378334	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
174H	37382213	0; 4 ; 7; 20; 25; 50; 60	
174T	58917083	0; 4 ; 7; 20; 25; 50; 60	
174T	58901302	0; 4 ; 7; 20; 25; 50; 60	
Testo	58900147	2;6	
Testo	58901777	2;6	
Testo	58900136	2;6	
Testo	58901765	2;6	
Testo	37381507	15;30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378283	15;30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37382240	15;30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378266	15;30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378245	15;30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378259	15;30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
EL-USB-1	GK DL 1	0; 5; 7; 20; 25; 50; 60	
Comet: U3120	20272206	0; 4 ; 7; 15; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Comet: U3120	20272204	-10; -25; 0; 25; 30; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Comet: U3120	20272186	0; 2; 6; 10; 37; 30; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Comet: U3120	20272181	-10; -25; 0; 7; 25; 30; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Comet: U3120	20272167	0; 4; 8; 37; 35; 44; 25	
Comet: U3120	20272165	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Comet: U3120	20272201	0; 4 ; 10; 15; 25; 30; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)

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Comet: U3120	20272189	0; 4; 8; 37; 35; 44; 25	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10215	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10216	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10229	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10231	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10235	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10238	0; 4 ; 7; 20; 25; 50; 60	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
SSN-11	WL 10242	0; 4 ; 7; 20; 25; 50; 60	
SSN-11	WL 10255	0; 4 ; 7; 20; 25; 50; 60	
SSN-11	WL10264	0; 4 ; 7; 20; 25; 50; 60	
SSN-11	WL10268	0; 4 ; 7; 20; 25; 50; 60	
Hi Temp 140	P26521	121	
EL-USB-1	Micro 4	60	
EL-USB-1	Micro 5	20; 25	
EL-USB-1	Micro 7	37	
Hi Temp 140	P26515	121	
Hi Temp 140	P26524	121	
Hi Temp 140	20719386	121	
Hi Temp 140	20719387	121	
Hi Temp 140	20719388	121	
Hi Temp 140	20719391	121	
Hi Temp 140	20719392	121	
Testo	37382216	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378260	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	58901779	0.0; 10	
Testo	37382039	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	58902520	32	
Testo	58900116	10	
Testo	37382253	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	58913081	45	
Testo	58901318	37	
Testo	58901310	60	
Testo	58901299	35	
Testo	58902499	37	
Testo	58901325	37	

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Model	Serial No.	Temperature Calibration points °C	Relative Humidity Calibration points (%) and Temperature point
Testo	37378203	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)
Testo	37378237	15; 30	30% (18; 20; 25 and 27°C); 40% (18; 20; 25 and 27°C); 50% (18; 20; 25 and 27°C)

Table 10: Incubator Calibration Points

Description	Model	Serial No.	Calibration points °C
Incubator	MEMMERT	428-55	37
Incubator	Binder	12-03838	37
Incubator	Binder	12-03459	35
Incubator	Labcon	L9969	60
Incubator	Binder	20190000010671	37
Incubator	Prolab	P1470	44.5
Incubator	MEMMERT	638045	32
Incubator	Labcon	L9909	37
Incubator	Walk-in	Room No. E15	37

Table 11: Liquid in Glass (LIG) Thermometer Calibration Points

Description	Model	Serial No.	Calibration points °C
LIG	-10 TO 50 °C	98319-16	10; 20; 30
LIG	-10 TO 50 °C	101722-11	10; 20; 30
LIG	-10 TO 60°C	ONDR	0; 4; 8
LIG	-10 TO 150°C	ONOLV2	0; 4; 8
LIG	-10 TO 60°C	ONGK 01	0; 4; 8
LIG	-10 TO 60°C	ONGK 02	0; 4; 8
LIG	-10 TO 150°C	ONNW 2	0; 4; 8
LIG	8.5 TO 110 °C	ET03/ 41024071	0; 4;25; 35; 37; 50;60
LIG		98319-23	100; 105; 110; 120
LIG		98319-20	0; 5; 7; 20; 25; 50; 60
LIG		98319-19	4; 10; 100; 105; 110; 120
LIG		98319-15	30; 60
LIG		98319-14	30; 60
LIG		101722-19	105; 60
LIG		101722-14	30; 60
LIG		101722-6	4; 25
LIG		T1 CLA	0; 4; 5; 7; 20; 25; 50; 60
LIG		98319-06	0;4;15;25;105;110;150
LIG		98319-11	0;4;15;25;105;110;150
LIG		98319-17	0;4;15;25;105;110;150
LIG		101722-01	0; 4; 5; 7; 20; 25; 50; 60

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Description	Model	Serial No.	Calibration points °C
LIG		101722-02	0; 4; 5; 7; 20; 25; 50; 60
LIG		101722-08	0; 4; 5; 7; 20; 25; 50; 60
LIG		101722-10	0; 4; 5; 7; 20; 25; 50; 60
LIG		101722-21	0; 4; 5; 7; 20; 25; 50; 60
LIG	-10 TO 150°C	98319-10	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	-10 TO 150°C	98319-13	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	-10 TO 150°C	98319-21	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	-10 TO 150°C	98319-22	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	-10 TO 150°C	98319-28	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	GH-ZEAL	101722-17	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	GH-ZEAL	101722-4	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	GH-ZEAL	101722-9	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	GH-ZEAL	101722-3	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	GH-ZEAL	101722-5	0 ; 4; 5 ;6 ; 10 ; 20 ; 25 ; 50 ; 60
LIG	-14 TO 112°C	ET01/ 41022011	0; 25;35; 37; 50
LIG	-14 TO 112°C	ET02/ 41022011	0; 4; 25;35; 37; 50
LIG	8.5 TO 110 °C	ET03/ 41024071	0; 4;25; 35; 37; 50;60
LIG	-10 TO 200 °C	ET04	0; 4;25; 35; 37; 50;60;110
LIG	-10 TO 200 °C	JW 43176	0; 4; 35; 37; 50; 60
LIG	-14 TO 50°C	ET05	0; 4;25; 35; 37; 50
LIG	-14 TO 50°C	ET06	0; 4;25; 35; 37; 50
LIG	-10 TO 200 °C	JW 72833	0; 4; 35; 37; 50; 60

Table 12: Muffle Furnace Calibration Points

Model	Serial No.	Calibration points °C
HL1011	BK10120-091412-0014	400; 500; 600
Selected 930	06000459320930R00	400; 500; 600
L84-J4	395-009-696	600
E84-J4	239-009-707	500; 550; 600

Table 13: Thermocouple Calibration Points

Part ID	Model	Serial No.	Calibration points °C
NW Wire		090203727	105; 110; 120; 130; 150; 200
NW Probe		090203727	130; 120; 140; 150; 160; 170; 375.6; 500; 550; 600
NW Meter		090203727	(10); 600; (+1200)
GK Meter	1319	40514600	105; 110; 150
GK Probe 1	1319	40514600	105; 110; 150
GK Probe 2 (Wire)	1319	40514600	105; 110; 150
GK 02 Meter	T500K	12000394	450; 500 & 550
WL 1(Probe)	TM-361	7010552	150;160;380

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

Part ID	Model	Serial No.	Calibration points °C
WL 2(Wire)	TM-361	7010552	105; 110; 140;150;180;250
WL Meter	TM-361	7010552	600; 1200

- The numbers of calibration points per unit of equipment are not constant across the type of measuring equipment.
- Physical location of equipment will be supplied to the successful tenderer.

3. REPORTING

Original calibration documents complying with ISO/IEC 17025 requirements are to be submitted two weeks after calibration and an electronic copy to be emailed to the Quality Specialist based at Cydna laboratories.

4. ADDITIONAL INFORMATION

Additional information regarding this specification may be obtained from A Shoji, 011 483 9500

5. PAYMENT

Payment will be made, upon presentation of an invoice, according to the actual number of equipment calibrated.

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

CONTRACT NO: JW CYD 006/21

SPECIAL CONDITIONS

SPECIAL CONDITIONS

- 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 insurances, services, labour, equipment, materials, etc. and be the net price after all discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- SURETY BOND:**
- 3.1 A surety bond will not be required in terms of this contract.
- COMPLIANCE WITH LEGISLATION AND SPECIFICATION:**
- 4.1 The Contractor shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
 - 4.2 The Contractor shall comply with all the requirements prescribed in the specification.
- SAFETY:**
- 5.1 Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Contractor shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act of 1993 and the regulations applicable hereunder.
- REMEDIES, BREACH,**
- 6.1 If the Contractor or any person employed or associated with him or in the case of a Company, a Director or shareholder or person similarly

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

CONTRACT NO: JW CYD 006/21

associated

**WHOLE AGREE-
MENT, WAIVER,
VARIATION AND
INDULGENCES**

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.

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

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

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

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

6.4 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:

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

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

CONTRACT NO: JW CYD 006/21

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

7.1.2 Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Contractor that the dispute or disputes be settled by Court of Law having jurisdiction.

SCOPE OF

- 8.1 The Contractor shall be required to calibrate various laboratory equipment as per specified requirements by the laboratory and according to ISO/IEC 17025 requirements at laboratories in the Operations Support department.
- 8.2 Failure for bidder to retain ISO/IEC 17025 accreditation during the contract period will result in the termination of the contract.
- 8.3 Only 10% of the contract can be subcontracted by tenderer to an ISO/IEC 17025 accredited supplier. The outsourced supplier must meet the same ISO/IEC 17025 requirements.

CONTRACT

- 9.1 The tenure of the contract will be for a period of 36 months. The tenderer must state on the Price Schedules the earliest date on which he can commence with the work.

QUANTITIES

- 10.1 Quantities have been given as this is an annual calibration contract.

PLACE AND CALIBRATION

- 11.1 At various laboratories of JW

PERIOD FOR WHICH TENDER HOLDS GOODS:

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

ADJUDICATION OF TENDERS:

- 13.1 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 necessarily intended to award the Contract to only one Contractor.

ACCEPTANCE OF TENDER:

- 14.1 A valid and binding contract will be concluded at the time that JW posts a letter of acceptance of this tender to the tenderer by registered post, to the postal address stated on the Form of Tender.

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

CONTRACT NO: JW CYD 006/21

COMPLETENESS: 15.1 Failure by the tenderer to complete in full the attached Omissions and Variations Sheet, Form of Tender and Technical Data Sheets will render the tender liable to rejection on the grounds of being incomplete.

ADDITIONAL 16.1 Any additional information, if required, may be obtained from Nangamso Diniso at telephone number: (011) 483 9500.

INFORMATION

NOTICE 17.1 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:-

17.1.1 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

17.1.2 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

17.1.3 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).

18.2 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*.

ALTERNATIVES 19.1 Consideration will be given to alternative offers which are considered to be to JW's economic and technical advantage, provided full and complete details are submitted with the tender documents

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

SCOPE OF WORK

1. The work consists of on the following:

- Mass calibration (balances and mass pieces)
- Temperature calibration (autoclaves, digestion blocks, drying ovens, incubators, thermometers, thermocouples, data loggers, walk-in fridge and incubator)
- Humidity calibration on specified data loggers
- Photometry calibration of UV light meter
- Volume calibration (auto pipettes)
- Calibrations to be carried out on site by ISO/IEC 17025 accredited facility where transportation of the equipment is either not feasible or transportation would invalidate the calibration (e.g. balances)
- Calibration units will be as requested in the scope of work (Table 01 to 13)
- Calibration certificates to be submitted to the Quality Assurance and Training Specialist within two weeks after calibration of equipment
- All calibrations will be carried out annually.

2. Equipment Details

Table 1: Measuring equipment to be calibrated

Equipment Type	Total no. of units	No of calibration points per parameter	No. of units for to be calibrated at these points
Autoclave	4	1	4
Auto pipettes	80	1	31
		2	4
		3	21
		5	24
Balances	27	6	1
		7	1
		8	1
		9	13
		10	6
		11	2
Data loggers Temperature only	77	13	3
		1	20
		2	28
		7	27
		6	1
Data loggers Humidity at 4 temperature points	39	3	1
		3	39
Digestion blocks	9	1	4
		2	1

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

Equipment Type	Total no. of units	No of calibration points per parameter	No. of units for to be calibrated at these points
		3	2
Drying ovens	10	1	3
		3	4
		7	3
Incubators	9	1	9
Mass piece sets	13	1	1
Muffle furnaces	4	1	1
		3	3
Thermocouples	10	2	1
		3	6
		6	2
		10	1
Thermometers	56	3	8
		7	9
		4	3
		6	5
		2	9
		8	8
		9	12
		5	1
		10	1
UV light meter	1	1	1
No. of certificate	339	1	1

- The numbers of calibration points per unit of equipment are not constant across the type of measuring equipment.
- Actual calibration points (g, mg, kg, l, µl, °C, etc.) to be calibrated will be supplied to the successful tenderer.
- Number of equipment to be calibrated may increase or decrease over the life of the contract, however, will not exceed contract total cost.

3. REPORTING

Original calibration documents complying with ISO/IEC 17025 requirements are to be submitted two weeks after calibration and an electronic copy to be emailed to the Quality Assurance and Training Specialist based at Cydna laboratories.

CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

TENDER JW CYD 006/21

4. ADDITIONAL INFORMATION

Additional information regarding this specification may be obtained from N. Diniso, 011 483 9500

5. PAYMENT

Payment will be made, upon presentation of an invoice, according to the actual number of equipment calibrated.

CONTACTABLE REFERENCE

CONTRACT NO: JW CYD 006/21: CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **CONTRACT NO: JW CYD 006/21: CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS**

Name of tenderer:

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

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

Was their performance satisfactory? Yes / No

Name of authorised person:

Signature: **Date:**

Telephone: **Email:**

Completed on behalf (name of business):

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

CONTACTABLE REFERENCE

CONTRACT NO: JW CYD 006/21: CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

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Name of tenderer:

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

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

Was their performance satisfactory? Yes / No

Name of authorised person:

Signature: **Date:**

Telephone: **Email:**

Completed on behalf (name of business):

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

CONTACTABLE REFERENCE

CONTRACT NO: JW CYD 006/21: CALIBRATION OF LABORATORY EQUIPMENT ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS

To Johannesburg Water (SOC) Ltd

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Name of tenderer:

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

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

Was their performance satisfactory? Yes / No

Name of authorised person:

Signature: **Date:**

Telephone: **Email:**

Completed on behalf (name of business):

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

Curriculum Vitae of Key Personnel

Provide concise and relevant information below for the key personnel as per the position listed:

METROLOGIST

Name:		Date of birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registration Number (if registered):			
Certified Metrologist (Tick)	Yes	No	(attach certificate)
Name of Employer (firm):			
Position:		Years of experience:	
<u>Employment Record:</u>			

Experience Record Pertinent to Required Service:

[illegible]**Certification:**

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

.....
Signature of person named in the Curriculum Vitae

.....
Date

Tender Form and Price Schedules

To: Johannesburg Water (SOC) Ltd.

Having examined the Tender documents including Addenda Nos _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer XXX as specified in conformity with the said Tender documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

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

SCHEDULE OF PRICES

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

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

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

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

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

I/We, the undersigned hereby acknowledge myself/ourselves fully conversant with the details and conditions of the Contract and hereby agree to the as described in accordance therewith :-

Item	Quantity	YEAR 1 (R)		YEAR 2 (R)		YEAR 3 (R)	
		Price per unit	Annual Cost	Price per unit	Annual Cost	Price per unit	Annual Cost
Autoclave	4						
Auto pipette	80						
Balances	27						
Data Loggers	77						
Data Loggers	39						
Digestion blocks	9						
Drying ovens	10						
Incubators	9						
Mass Piece Sets	13						
Muffle furnace	4						
Thermocouples	10						
Thermometers	56						
UV light meters	1						
Certificates	343						
TOTAL PRICE (excl. Vat)		N/A		N/A		N/A	
ADD 15%		N/A		N/A		N/A	
TOTAL PRICE (Incl. Vat)		N/A		N/A		N/A	

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

NB: Failure to sign this form will result in the elimination of the tender.

CONTRACT PRICE

This is a firm tender.

Failure to adhere to this requirement will prejudice your tender

Name of tenderer (in full): _____

Telephone number: _____

e-mail: _____

Name of person authorized
to sign this tender:

(BLOCK LETTERS)

Signature: _____ Date: _____ 2022

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 8.1.1 If yes, indicate:

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

YES		NO	
-----	--	----	--
- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider

- ☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

.....

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....
.....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance Pin;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the supply of
goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions
of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorized to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance Pin;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2	
DATE:	

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



JOHANNESBURG WATER (SOC) LTD

**GENERAL CONDITIONS OF
CONTRACT**

TABLE OF CLAUSES

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means Delict

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

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

2. Application

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

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

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

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

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

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

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

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

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

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

18. Variation in contractual hours

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

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

20.Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

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

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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