



17 Harrison Street, Marshalltown, Johannesburg	
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Marshalltown 2107	
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SUPPLY CHAIN MANAGEMENT UNIT

REQUEST FOR TENDER

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

IMPORTANT NOTICE	
TENDERERS ARE REQUESTED TO SUBMIT ONE (1) ORIGINAL HARD COPY PLUS AN ELECTRONIC COPY IN A USB/CD FORMAT	
N.B	Tenderers are encourage to submit one original hard copy plus a soft copy in a USB/CD. Tenderers who do not submit a soft copy will not be penalized.
Closing of tenders :	<p>No tenders will be accepted after closing time of 10:30 on the closing date. Please ensure that tender documents are submitted in a sealed envelope, clearly marked with the reference-number JW IT 75/20R and addressed to the Supply Chain Management Unit (SCMU), Johannesburg Water. Tenders are to be deposited in the Tender Box situated at the entrance to No. 17 Harrison Street, Marshalltown, Johannesburg, on or before the closing time and date, being 10:30 on 13 September 2021.</p> <p>Under no circumstances must documents be handed to an employee of Johannesburg Water or handed in at the SCMU. Tender documents via courier services must also be deposited in the Tender Box and not handed to an employee of Johannesburg Water.</p> <p>NB: Tender documents which are not in sealed envelopes or which are not placed in the Tender Box will be rejected. Johannesburg Water will not accept responsibility for tender documents which are not deposited in the Tender Box.</p>
Point scoring system	The 80/20 point scoring system will be applicable to this tender, i.e.80 points for Price and 20 points for Preferential procurement (BBBEE).
Late tenders :	Tender documents received after the closing time and date will be late and will not be accepted under any circumstances.
Tender Briefing :	No briefing session will be held. All general queries must be directed to Mr. Thomas Maswanganyi on 011 688 1791 or thomas.maswanganyi@jwater.co.za. All technical queries must be directed to Aliza Opperman on 011 688 1829 or aliza.opperman@jwater.co.za.
Opening of Tenders :	Due to the Covid 19, restrictions Johannesburg Water will publish the list of all bids received and where practical total prices will be also be published.
Selection Process :	The selection process will be subject to the Supply Chain Management Policy of Johannesburg Water. Johannesburg Water will not necessarily accept the lowest or any proposal and reserves the right to withdraw a tender without furnishing reasons or award a tender in whole or in part and to more than one tenderer
JOHANNESBURG WATER SOC LTD SUPPORTS BBBEE	
JW IT 75/20R:TO LICENSE, MAINTAIN AND SUPPORT THE SAP TIME AND ATTENDANCE KABA B-COMM ERP 5 SYSTEM FOR A PERIOD OF 24 MONTHS	
CLOSING DATE 13 September 2021 at 10:30	
Name of Tenderer:	Tel. No.
Contact person:	email
Cellphone no:	CSD No.
E-mail:	SARS Tax Compliance Pin (Tenders)
NB: ONLY THOSE TENDER DOCUMENTS WHICH HAVE BEEN LEGALLY OBTAINED WILL BE ACCEPTED	

INDEX TO TENDER DOCUMENTS

Form no.	DESCRIPTION
JW1	COVERING LETTER
JW2	INDEX TO TENDER DOCUMENTS
JW3	ACKNOWLEDGEMENT OF CONDITIONS
JW 3.3	CERTIFICATE OF AUTHORITY
JW 3.1	EVALUATION CRITERIA
-	CONTACTABLE REFERENCE
JW 7	SPECIFICATIONS
JW 6	SPECIAL CONDITIONS
JW 8	SCOPE OF WORK
JW 4	TENDER FORM AND PRICE SCHEDULE
JW 4.1	NON-FIRM PRICES
JW13	GENERAL CONDITIONS
JW10	PREFERENCE POINTS CLAIM FORM
JW14	NON-COLLUSION FORM
JW14.1	DECLARATION OF ANY POTENTIAL CONFLICT OF INTEREST
JW 14.2	DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES
JWMBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION
-	BANKING DETAILS FORM

Note to tenderers

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

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

CHECKLIST FOR TENDER SUBMISSION

JW 2.1

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

#	Description	Complied	
		Yes	No
1 Contact details provided	Name of tenderer		
	Contact person		
	Telephone No.		
	Fax No.		
	Email address		
	Cell No.		
2 Completion of documentation (Forms)	Provide an Authority to sign tender (JW 3.3)		
	Completed and signed JW 3 (Acknowledgement of conditions)		
	Completed and signed JW 4 - Tender form and Pricing schedule		
	Completed and signed JW 4.1 - Non-firm Prices Alterations (if any) authenticated		
	Completed and signed JW10 (MBD6.1) Preference Points Claim Form		
	Complete and sign JW 14 – Non - Collusion Form		
	Complete and sign JW 14.1 - Declaration of any potential Conflict of Interest		
	Complete and sign JW 14.2 - Declaration of Bidders Past Supply Chain Management Practices		
	Complete and sign JW MBD 9 - Certificate of Independent bid Determination		
	Complete and sign JW 6.4 - Acknowledgement Of OHS Document		
	JV Agreement (if Applicable)		
	Completed Banking Details		
3 Submission of documents	Valid Tax Compliance Status Pin/ CSD MAAA number for Tenders		
	Valid BBBEE certificate (SANAS/CIPC) or Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.		
	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		
4 Qualifications	Is your tender subject to any qualifications? If Yes, reference to such qualification/s and must be indicated below: -----		

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

** for all tenders regardless of value

Name of tenderer _____ Signature _____ Date _____

ACKNOWLEDGEMENT OF BID CONDITIONS

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water (SOC) Ltd and I/we will then pay to Johannesburg Water (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water (SOC) Ltd shall also have the right to recover such additional expenditure by set-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: 17 Harrison St, Marshalltown, Johannesburg.

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

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

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

IMPORTANT CONDITIONS

1. Bid documents must 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 (JW 3) 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 17 Harrison Street, Marshalltown. Bid documents submitted in any other manner will not be accepted.
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. Bids that are received contrary to this requirement will be disqualified.
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 (JW 3, JW 10 (MBD 6.1), JW 14, JW 14.1, JW 14.2, JW 14.3, JW MBD 9) in instances where such forms are incomplete.
10. Pricing schedule must be completed and signed. Bids that are received contrary to this requirement will be disqualified.
11. Where alterations are made in respect of the pricing component (i.e. errors made on the Bill of Quantity), the pricing schedule or the Form of Offer, such alteration must be authenticated by the authorized signatory by inserting either his/her initial or signature next to the alteration.
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.

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

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

(I) Certificate For Company

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

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) Certificate For Partnership

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY 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

1 The Tender must be submitted as follows:

- a) In the same format as prescribed. Document issued to tenderers must be submitted in its entirety.
 - b) Completeness of submissions, i.e. all documents as required with the tender and supporting documentation as requested, i.e. Tax Clearance Certificate, Financial statements, registration with relevant bodies, amongst others.
 - c) Tenders will be assessed on Responsiveness, Functionality, Financial offer and Broad Based Black Economic Empowerment (BBBEE), including Preferential Procurement.
 - d) When considering the financial aspect, the tenderer shall make an accurate assessment of the resources required to execute the assignment and observe pricing instructions accordingly.
-

2 Responsiveness

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

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

3 Functionality

- a) The tenderer must be a distributor or an authorised partner of the Kaba B-COMM ERP 5 system.
- b) The tenderer must meet all requirements as per tender specifications.
- c) The tenderer is required to submit relevant documentation (i.e. reference letters) where it provided support for the Kaba B-COMM ERP 5 system.

4 Financial Offer

The following aspects will be considered in the financial offer:

- a) Costing for all items as described in the JW 4 document / Form of Offer.
- b) Review of financial offer and discrepancies between line items, alterations, completeness of pricing.
- c) Identify any parameters that may have a bearing on the financial offer, e.g. contract period, price escalations or adjustments required and Firmness of the rates.

5 Evaluation

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

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

a) *Functionality (Technical)*

Functionality will be qualification criteria where a maximum of **100 points** will be allocated for functionality. This will determine whether a tenderer is regarded as suitable to advance to the next stage of the evaluation or not. A minimum number of points of 70 out of 100 are required for a tenderer to be regarded as suitable to be considered for appointment.

A maximum of 100 points will be allocated for Functionality based on the following elements:

EVALUATION CRITERIA: (GENERAL TENDERS)							
#	Criteria	Description	Documentary Evidence	Points Allocation	% Weighting	Min Number of Points	Max Number of Points
1	Distributor or Authorised Partner	The tenderer is a distributor or authorised partner of the Kaba B-COMM ERP 5 system	The tenderer must supply a letter from the Original Software Developer clearly indicating they are the distributor or an authorised partner of the Kaba B-COMM ERP 5 system.	Letter from Original Software Developer indicating Tenderer Distributorship or Partnership YES/NO			
2	Required Specifications Compliant	The tenderer must meet all requirements as per tender specifications (JW7).	Tenderer must confirm that their bid meets the required specifications by completing the JW7 form and indicating Y or N on the form.	Complied with all Technical Specifications YES/NO			
Only tenderers who satisfy the criteria above will be evaluated on the rest of the criteria							
3	Support for the Kaba B-COMM ERP 5 System	The tenderer is required to submit relevant documentation (i.e. contactable reference letters) where it provided support for the	The tenderer is required to confirm a minimum of one project from their clients (Business or Government) where the	Less than one (1) contactable reference letter indicating support services rendered during the past five	100	70	100

		Kaba B-COMM ERP 5 system	<p>Licensing, maintenance and support of a SAP Time and Attendance Kaba B-COMM ERP 5 system was successfully rendered.</p> <p>The tenderer's client is required to complete the contactable reference templates provided in the tender documents in full or all the same, information must be provided in their client's letterhead.</p>	<p>(5) years or completed JW template will score 0</p> <p>One (1) contactable reference letter indicating support services rendered during the past five (5) years or completed JW template will score a minimum 70</p> <p>More than one (1) contactable reference letter indicating support services rendered during the past five (5) years or completed JW template score will score a maximum of 100</p>			
4	Possible Score				100	70	100

Tenderers need to obtain the minimum score of 70 points, as well as the minimum score for each criterion in order to be considered further. Tenderers failing to achieve the minimum scores will not be considered further.

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

b) Price (Financial component)

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

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

c) Preferential procurement points

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

6. APPLICATION

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

To: Johannesburg Water (SOC) Ltd.

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW IT 75/20R: TO LICENSE, MAINTAIN AND SUPPORT THE SAP TIME AND ATTENDANCE KABA B-COMM ERP 5 SYSTEM FOR A PERIOD OF 24 MONTHS**

Name of Tenderer:.....

Company name including contact details; contact person, telephone number and email address:

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

Describe the scope of work performed (completed) – must be similar or equal to the scope in the tender.

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

Describe the quality of work; was the scope of work completed on time and was it of the required standard?

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

Would you recommend this supplier to anyone without reservations? Yes / No

Rate this supplier out of a possible score of 5 where 5 equals Excellent and 1 equal to Very Poor.

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.

To: Johannesburg Water (SOC) Ltd.

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW IT 75/20R: TO LICENSE, MAINTAIN AND SUPPORT THE SAP TIME AND ATTENDANCE KABA B-COMM ERP 5 SYSTEM FOR A PERIOD OF 24 MONTHS**

Name of Tenderer:.....

Company name including contact details; contact person, telephone number and email address:

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

Describe the scope of work performed (completed) – must be similar or equal to the scope in the tender.

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

Describe the quality of work; was the scope of work completed on time and was it of the required standard?

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

Would you recommend this supplier to anyone without reservations? Yes / No

Rate this supplier out of a possible score of 5 where 5 equals Excellent and 1 equal to Very Poor.

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.

To: Johannesburg Water (SOC) Ltd.

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW IT 75/20R: TO LICENSE, MAINTAIN AND SUPPORT THE SAP TIME AND ATTENDANCE KABA B-COMM ERP 5 SYSTEM FOR A PERIOD OF 24 MONTHS**

Name of Tenderer:.....

Company name including contact details; contact person, telephone number and email address:

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

Describe the scope of work performed (completed) – must be similar or equal to the scope in the tender.

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

Describe the quality of work; was the scope of work completed on time and was it of the required standard?

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

Would you recommend this supplier to anyone without reservations? Yes / No

Rate this supplier out of a possible score of 5 where 5 equals Excellent and 1 equal to Very Poor.

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.

TENDER SPECIFICATIONS

The tenderer must meet all requirements detailed below. Failure to meet any of the requirements, i.e. responding with N or No will result in disqualification of the tenderer. Blank answer(s) will be considered as non-responsive and will result in disqualification of the tenderer.

Table 1 - Kaba B-COMM ERP 5 Software License and Maintenance

#	Description	Yes/No
1	Provide software licenses for the Kaba B-COMM ERP 5 system	
2	Provide software maintenance for the Kaba B-COMM ERP 5 system users).	
3	Software maintenance must include upgrades, patches and fixes and any other activities to ensure the optimal operation of the system.	
4	Software maintenance must cover migration to new releases.	

Table 2 – Kaba B-COMM ERP 5 Software Support Services

#	Description	Yes/No
1	Provide telephonic and remote support for the Kaba B-COMM ERP 5 system.	
2	Provide onsite support for the Kaba B-COMM ERP 5 system	

TENDER SPECIAL CONDITIONS

1. The tenderer will be required to sign a Service Level Agreement upon successful award of the contract. The Service Level Agreement must be finalised within three (3) months of the award of the contract.
2. The successful tenderer will be required to meet with Johannesburg Water, at no extra cost or charge, for performance against the Service Level Agreement. A minimum of four meetings will be required per year.
3. The support hours: telephonic, remote support and onsite support, must cover business hours for standard (South African) working days and exclude weekends and public holidays. The business hours will be defined in the Service Level Agreement.
4. Software maintenance must include upgrades, patches and fixes and any other activities to ensure the optimal operation of the system. Software maintenance must cover migration to new releases.

SUMMARY

Johannesburg Water through this tender seeks responses from interested parties to license, maintain and support its SAP Time and Attendance Kaba B-COMM ERP 5 system for a period of 24 months with an option to extend for a further 12 months.

1 SCOPE OF WORK

1.1 Software License and Maintenance of the SAP Time and Attendance System (3000 users)

Provide software licenses for the Kaba B-COMM ERP 5 system for 3000 users; includes software maintenance; upgrades, patches and fixes and other maintenance to ensure the optimal operation of the system.

1.2 Application Support for the SAP Time and Attendance System

Provide support for the Kaba B-COMM ERP 5 application; support must include telephonic, remote and onsite support. Support must cover working days and business hours as defined and agreed to in the Service Level Agreement. Support excludes weekends and public holidays.

1.3 Contract performance against Service Level Agreement

- a) Upon award of the contract, the service provider will enter into a Service Level Agreement with Johannesburg Water.
- b) The service provider will meet with Johannesburg Water, as set out in the SLA (minimum 4 times a year), to review the performance of the services supplied by the service provider against the SLA.

TENDER FORM AND PRICE SCHEDULE

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

Having examined the bidding documents including Addenda Nos. _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **TO LICENSE, MAINTAIN AND SUPPORT THE SAP TIME AND ATTENDANCE KABA B-COMM ERP 5 SYSTEM FOR A PERIOD OF 24 MONTHS WITH AN OPTION TO EXTEND FOR A FURTHER 12 MONTHS**

as specified, in conformity with the said bidding documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

The items offered are to specification

Yes/No**

**If no, details of deviation to be stated separately.

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

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

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

Should my/our tender be successful, it be understood that a contract will come into existence for a period of thirty-six (36) months, which will commence from the date that the tender is awarded.

Dated this _____ day of _____ 2021

.....
[Signature] [In the capacity of]

Duly authorised to sign Bid for and on behalf of

.....

PRICING SCHEDULE

NB: ANY AND ALL ALTERATIONS TO THE TENDER DOCUMENTS MUST BE SIGNED OR INITIALLED NEXT TO THE ALTERATION BY THE TENDERER'S AUTHORISED SIGNATORY. FAILURE TO OBSERVE THIS WILL DISQUALIFY THE TENDER.

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

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the General Conditions of Contract, Special Conditions and Technical Specifications attached and hereby agree to provide the services listed below and provide results and certificates to JW in accordance therewith.

Tender prices must include all transport, labour and any equipment required. However, the prices must exclude Value Added Tax (VAT). Failure to complete this form in full and in ink and to authenticate alterations with a full signature will result in the tender being invalidated.

Table 1 – Kaba B-COMM ERP 5 System Software Licenses (24 Months)

#	Description	Amount Year 1	Amount Year 2	Total Amount (Years 1 and 2)
1	Provide 3000 user software licenses for the Kaba B-COMM ERP 5 system			
2	Subtotal (excl. VAT)	-	-	

Table 2 – Kaba B-COMM ERP 5 System Software Maintenance (24 Months)

#	Description	Qty	Amount Year 1	Qty	Amount Year 2	Total Amount (Years 1 and 2)
1	Provide software maintenance for the Kaba B-COMM ERP 5 system.	1		1		
2	Subtotal (excl. VAT)	-	-	-	-	

Table 3 – Kaba B-COMM ERP 5 Software Support Services – Year One (1)

#	Description	Qty (hrs. per month)	Hourly Rate	Monthly Amount	Amount (12 months)
1	Telephonic and remote support	96 hrs.			
2	Onsite support	40 hrs.			
3	Subtotal (excl. VAT)	-	-	-	

Table 4 – Kaba B-COMM ERP 5 Software Support Services – Year Two (2)

#	Description	Qty (hrs. per month)	Hourly Rate	Monthly Amount	Amount (12 months)
1	Telephonic and remote support	96 hrs.			
2	Onsite support	40 hrs.			
3	Subtotal (excl. VAT)	-	-		

Table 5 – Summary of Totals

#	Description	Total Amount Year 1 + Year 2
1	Software licenses	
2	Software maintenance	
3	Support for the application	
4	Subtotal (excl. VAT)	
5	VAT (@ 15%)	
6	Bid Total (incl. VAT)	

Name of Tenderer (in full): _____

Signature: _____ Date: _____

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and for contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____

(if none, state **none**)

Dated this _____ day of _____ 2021

[signature]

[in the capacity of]

Duly authorised to sign tender for and on behalf of _____

CONTRACT PRICE ADJUSTMENT

Note. Firm prices are preferred. However, should non-firm prices be offered, tenderers must comply with the requirements hereunder.

Is this a firm price tender?

*YES/NO

*Delete inapplicable word

NB: If neither word is deleted, the default will be considered to be YES (firm price), and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer is NO, then the tenderer must fully substantiate the details of the adjustment by completing the attached **JW 4.1** document.

Failure to adhere to this requirement will prejudice your tender

Name of tenderer (in full): _____

Telephone number: _____

Fax number: _____

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

Signature: _____

Date: _____

NON-FIRM PRICES FOR GOODS AND SERVICES

NB: NON-FIRM PRICES ARE ACCEPTABLE ON CONDITION ALL INFORMATION AS REQUIRED HEREUNDER IS PROVIDED. FAILURE TO COMPLY WILL PREJUDICE THE TENDER OFFER/S AND POSSIBLE ELIMINATION

PREFERENCE WILL BE GIVEN TO TENDERERS WHO OFFER FIRM PRICE/S

1. NON-FIRM PRICES SUBJECT TO ESCALATION FOR LOCALLY MANUFACTURED GOODS

It is mandatory that the bidder discloses the % of the tender prices that is not firm and confirms the factors (Indices) that affects the portion of the tender price that is not firm and which will apply when prices are adjusted.

1.1 The following item/s is / are not firm and will be subject to escalation:

Item Number: _____

% of tender price subject to escalation: _____ %

1.2 The index/indices that was used to calculate tender price must be indicated in the tender table hereunder as required together with the date when such index / indices was/were applicable.

PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

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

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

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

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

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

1.5 PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish details of the currency/ies used in the conversion of the prices of the items to South African currency, the portion of the price is subject to rate of exchange variations and the amounts to be remitted abroad.

ITEM NO	PRICE	CURRENCY	CURRENT RATE OF EXCHANGE (AT TENDER STAGE)	PORTION OF PRICE SUBJECT TO FLUCTUATION IN ROE	AMOUNT IN FOREIGN CURRENCY TO BE REMITTED ABROAD
			ZAR=		
			ZAR=		
			ZAR=		
			ZAR=		
			ZAR=		
			ZAR=		

NB: THE AMOUNT OF THE TENDER PRICE THAT MAY BE VARIABLE CANNOT EXCEED 85% WHILE THE REMAINING PORTION (15%) WILL REMAIN FIRM

Name of Tenderer.....

Authorised signatory.....

Date



JOHANNESBURG WATER (SOC) LTD

**GENERAL CONDITIONS OF
CONTRACT (JW 13)**

TABLE OF CLAUSES

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

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

1.26 "Tort" means Delict

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

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

2. Application

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

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

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

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

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

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

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

7. Performance security

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

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

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

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

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

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

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

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

18. Variation in contractual hours

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

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

20.Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable law

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

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

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

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

32. Taxes and duties

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

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

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

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices

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

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

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

Non-collusion Form

I, the undersigned

In my capacity as

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

of

(insert name of the Company).

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

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

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

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

That prior to the opening and reading of bids,

- a. I did not, directly or indirectly, induce or solicit anyone else to submit a false or sham tender
- b. I did not, directly or indirectly, collude, conspire, connive or agree with anyone else that the said bidder or any one else would submit a false or sham tender, or that anyone should refrain from tendering or withdraw his tender
- c. I did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix my tender price or anyone else, or to raise or fix any overhead, profit or cost element of his tendered price of that of anyone else.
- d. I did not directly or indirectly, submit this tender price or any breakdown, thereof, or the contents thereof, or divulge information or data relative thereto, to any Corporation, Partnership, Company, Association, Organization, Tender Depository, or to any member or agent thereof, or to any individual group of individuals, except to the Parent Company holding a controlling interest (above 50%) in my business.

Dated at _____ **on this** _____ **day of** _____ **2020**

Signed on behalf of the tenderer

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
- a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

CERTIFICATION

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

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
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 (MBD9) must be completed and submitted with the bid:

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

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

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

BANKING DETAILS FOR ELECTRONIC FUNDS TRANSFER

Requirements

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

Supplier Name	
Contact Person	
Email Address	
Telephone Number	
Fax Number	

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

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

Authorised representative of supplier

Name & Surname: _____ **Date:** _____

Signature : _____ **Designation** _____