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PAGE NO.	
CLOSING DATE AND TIME	
19-May-22	12:00
Date of Issue	
12 May 2022	
VALIDITY	
7 : DAYS	

INITIATING DEPARTMENT	INITIATOR
Operations Department	Nontokozi Masilela
QUOTATION REFERENCE	COLLECTIVE NO.
RFQJW0003GN22-Supply and delivery of Personal Protect	
QUOTATION REQUESTED FROM	
Nontokozi Masilela (nontokozi.masilela@jwater.co.za)	

REQUEST FOR QUOTATION

QUOTATION VALIDITY
60 DAYS

QUOTATIONS 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 ALL SUPPLIERS RESPONDING TO QUOTATIONS SHOULD BE REGISTERED ON CENTRAL SUPPLIER DATABASE(CSD)

SCMU CONTACT PERSON: Gcina Ndela

TELEPHONE NUMBER: 011 688 1796 EMAIL: gcina.ndela@jwater.co.za

ITEM NO.	DESCRIPTION	BRAND NAME OFFERED	UOM	QTY REQUIRED	PRICE QUOTED EXCL. OF V.A.T.	DIS
	Supply, deliver and offload PPE items to JW Stores					
	JW seek to appointed service provider(s) to supply, deliver and off-load the PPE required items as specified. The contract is a once-off purchase and the goods are to comply with JW standards and also with the specifications as stipulated.					
	Please refer to the specification, pricing schedule, special conditions and evaluation criteria attached.					
	NB: QUOTES SHOULD BE IN PDF (MS WORD, EXCEL, PICTURES ARE NOT ALLOWED)					
	NB: COPY OF VALID BBBEE CERTIFICATE OR SWORN AFFIDAVIT TO BE SUBMITTED WITH A QUOTE					
	Quotation to:gcina.ndela@jwater.co.za					
	Quotation ref as above RFQJW0003GN22... & Company name (On the email subject line)					
	All suppliers responding to RFQ's should use their own money					
	Letter head not JW RFQ template AND MAKE SURE THEIR EMAIL ADDRESS IS VISIBLE ON THEIR QUOTATION					

OFFICIAL STAMP		SUPPLIER DETAILS	
		AUTHORISED BY:	
		SIGNATURE:.....	
		DATE:.....	

CONDITIONS
1. QUOTATIONS RECEIVED AFTER CLOSING TIME ON THE CLOSING DATE WILL NOT BE ACCEPTED.
2. QUOTATIONS WITHOUT BRAND NAMES WHERE REQUIRED WILL NOT BE ACCEPTED
3. PRICES QUOTED MUST BE AS PER THE UNIT INDICATED AND BE EXCLUDED OF VAT
4. QUOTATIONS WITHOUT THE SUPPLIER'S AUTHORISED SIGNATURE WILL NOT BE ACCEPTED.
5 ACCEPTANCE OF A QUOTATION WILL BE SUBJECT TO JOHANNESBURG WATER'S SUPPLY CHAIN POLICY

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SANSapproved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SANSapproved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

No	Description	Stipulated Minimum Threshold
1	D59 2 piece overall as Specified Sizes as follows	
1.1	28	100%
1.2	30	100%
1.3	32	100%
1.4	34	100%
1.5	36	100%
1.6	38	100%
1.7	40	100%
1.8	42	100%
1.9	44	100%
1.10	46	100%
1.11	48	100%
1.12	50	100%
1.13	52	100%
1.14	54	100%
1.15	56	100%
1.16	58	100%
1.17	60	100%

2	Acid resistant PVC white heavy duty apron, for laboratory use as specified Sizes as follows;	Stipulated Minimum Threshold
2.1	S	100%
2.2	M	100%
2.3	L	100%

3	Conti suits, 2 piece acid resistant as specified Sizes as follows;	Stipulated Minimum Threshold
3.1	30	100%
3.2	32	100%
3.3	34	100%
3.4	36	100%
3.5	38	100%
3.6	40	100%
3.7	42	100%
3.8	44	100%
3.9	46	100%
3.10	48	100%
3.11	50	100%
3.12	52	100%
3.13	54	100%
3.14	56	100%
3.15	58	100%
3.16	60	100%

4	DW-ARC15 (Navy Blue) 2-Piece collared long sleeve conti suit (Jacket and Pants), with 50mm Silver flame retardant tape strips. As Specified Sizes as follows:	Stipulated Minimum Threshold
4.1	30	100%
4.2	32	100%
4.3	34	100%
4.5	36	100%
4.6	38	100%
4.7	40	100%
4.8	42	100%
4.9	44	100%
4.10	46	100%
4.11	48	100%
4.12	50	100%
4.13	52	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in**

order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

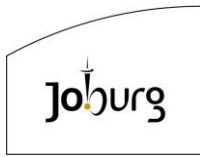
SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____



SUPPLY AND DELIVERY OF
PERSONAL PROTECTIVE EQUIPMENT
AS A ONCE OF PURCHASE



JW 4 – PRICING SCHEDULE

TENDER PRICING 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 to **supply and deliver of personal protective equipment** as specified, in conformity with the said bidding documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

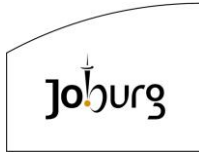
We undertake, if our Bid is accepted, to supply this service in accordance with the requirements specified in the tender document.

We agree to abide by this Bid for a period of ninety (60) 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.

It is also agreed that this is an “**as and when**” **required** contract and that the estimated quantities have been indicated. Should my/our tender be successful, it must be understood that a contract will be a once of purchase which will commence from the date that the tender is awarded.

.....



**SUPPLY AND DELIVERY OF
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JW 4 – PRICING SCHEDULE

SCHEDULE OF PRICES

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

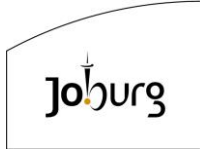
BID DOCUMENTS MUST BE COMPLETED USING NON-ERASABLE BLACK INK OR TYPED. BIDS THAT ARE RECEIVED CONTRARY TO THIS REQUIREMENT WILL BE DISQUALIFIED.

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

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Conditions of Tender, General Conditions of Contract, Special Conditions and Technical Information and Specification attached and hereby agree to Supply and Delivery of lime.

Also, Note:

- 1. All rates offered must be exclusive of VAT**
- 2. Tender prices must include all transport, fuel, labour, insurances, any equipment etc. required to successfully execute the contract in its entirety.**
- 3. Tender price must include the cost of branding/printing of the Logos**



SUPPLY AND DELIVERY OF
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JW 4 – PRICING SCHEDULE

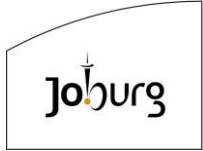
No	Description	Estimated Qty Required	Unit Rate	Total Rate
1	D59 2 piece overall as Specified			
	Sizes as follows			
1.1	28	13	R	R
1.2	30	120	R	R
1.3	32	238	R	R
1.4	34	715	R	R
1.5	36	1004	R	R
1.6	38	1156	R	R
1.7	40	1300	R	R
1.8	42	1205	R	R
1.9	44	906	R	R
1.10	46	491	R	R
1.11	48	312	R	R
1.12	50	269	R	R
1.13	52	101	R	R
1.14	54	43	R	R
1.15	56	25	R	R
1.16	58	14	R	R
1.17	60	16	R	R



JW 4 – PRICING SCHEDULE

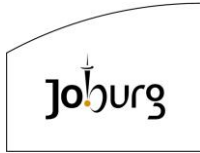
2	Acid resistant PVC white heavy duty apron, for laboratory use as specified	Estimated Qty Required	Unit Rate	Total Rate
	Sizes as follows;			
2.1	S	13	R	R
2.2	M	27	R	R
2.3	L	20	R	R

3	Conti suits, 2 piece acid-resistant as specified	Estimated Qty Required	Unit Rate	Total Rate
	Sizes as follows;			
3.1	30	16	R	R
3.2	32	17	R	R
3.3	34	38	R	R
3.4	36	87	R	R
3.5	38	100	R	R
3.6	40	50	R	R
3.7	42	55	R	R
3.8	44	62	R	R
3.9	46	47	R	R
3.10	48	19	R	R
3.11	50	12	R	R
3.12	52	6	R	R
3.13	54	4	R	R
3.14	56	4	R	R
3.15	58	1	R	R
3.16	60	1	R	R



JW 4 – PRICING SCHEDULE

4	DW-ARC15 (Navy Blue) 2-Piece collared long sleeve Conti suit (Jacket and Pants), with 50mm Silver flame retardant tape strips As Specified Sizes as follows:	Estimated Qty Required	Unit Rate	Total Rate
4.1	30	6	R	R
4.2	32	6	R	R
4.3	34	84	R	R
4.5	36	90	R	R
4.6	38	95	R	R
4.7	40	110	R	R
4.8	42	77	R	R
4.9	44	38	R	R
4.10	46	22	R	R
4.11	48	6	R	R
4.12	50	9	R	R
4.13	52	2	R	R



**SUPPLY AND DELIVERY OF
PERSONAL PROTECTIVE EQUIPMENT
AS A ONCE OF PURCHASE**



JW 4 – PRICING SCHEDULE

Name of tenderer (in full): _____

Telephone Number: _____

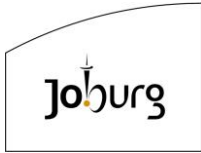
Email address: _____

Name of person authorized to
sign this tender: _____

(BLOCK LETTERS)

Signature of person authorized
to sign this tender: _____

Date: _____



**SUPPLY AND DELIVERY OF
PERSONAL PROTECTIVE EQUIPMENT
AS A ONCE OFF PURCHASE**



JW 7 – TECHNICAL SPECIFICATIONS

TECHNICAL INFORMATION AND SPECIFICATIONS

1. CONTRACT DESCRIPTION

The contract entails the supply, delivery and off-loading of personal protective equipment as a once-off purchase

The appointed service provider(s) will be expected to supply, deliver and off-load the goods required as specified and the goods are to comply with JW standards and also with the specifications as stipulated.

2. GENERAL

All items supplied must be as follows:

- They must be in accordance with the specified requirements
- Items offered must be SANS approved where applicable as specifically stated

3. REQUIREMENTS

The following items are expected to be supplied and delivered by the appointed service provider on an “as and when” required basis when issued with an official order.

3.1. Items Required

- 3.1.1. D59 2 Piece Overalls. The overalls shall comprise of matching jackets and trouser, manufactured from royal blue 100% cotton fabric. Silver reflective stripes of at least 25mm wide must be securely sewn on the elbow and ankles. The jacket and trouser must be triple needle stitched for extra strength. The jacket must include a concealed YKK zip or equivalent with two large front pockets and a chest pocket with press stud closure and pen pocket. The trouser must include a concealed YKK zip or equivalent with bar tracks on all stress points and an elasticized back with two slant pockets and a back pocket. The 2-piece overalls must be SANS 434 approved and bear their mark of approval.

Branding:

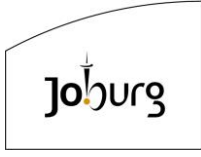
Jacket

Full colour screen print – CoJ & JW logo - (Front: left side, one on top of the other)

Wording (back of the jacket) – Metering & Revenue

Pants

One colour screen print (CoJ and JW logos), Left pocket, logos side by side



**SUPPLY AND DELIVERY OF
PERSONAL PROTECTIVE EQUIPMENT
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JW 7 – TECHNICAL SPECIFICATIONS

- 3.1.2 Acid resistant plastic apron, for laboratory use. Products that have been assessed and certified by a SANAS accredited certification body to the relevant SANS specification will take preference and shall bear the certifications body's mark of approval

Branding:

Jacket

Full colour screen print – CoJ & JW logo

(Front: left side, logos side by side)

- 3.1.3 Conti suits, 2 piece acid resistant. The overalls shall comprise of matching jackets and trouser, manufactured from green 65/35 polycotton fabric which is chemically treated to repel acid splashes, oil, and water with the JW logo silk-screened on the back and left breast side and the City of Johannesburg logo on the right breast side of the jacket. Silver reflective stripes of at least 25mm wide must be securely sewn on the elbow and ankles. The jacket and trouser must be triple needle stitched for extra strength. The jacket must include a concealed YKK zip or equivalent with two large front pockets and a chest pocket with press stud closure and pen pocket. The trouser must include a concealed YKK zip or equivalent and zip guard with bar tracks on all stress points and an elasticized back with two slant pockets and a back pocket. Products that have been assessed and certified by a SANAS accredited certification body to the relevant SANS specification will take preference and shall bear the certifications body's mark of approval

Branding:

Jacket

Full colour screen print – CoJ & JW logo

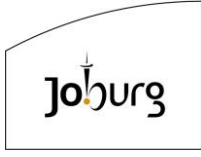
(Front: left side, one on top of the other)

(Back: One colour screen print, JW Logo)

Pants

Printing: one colour screen print (CoJ and JW logos) left pocket, logos side by side

- 3.1.4 DW-ARC15 Conti suits. The overalls shall comprise of 2-Piece collared 15cal/cm² long sleeve Navy Blue conti suit (Jacket and Pants), manufactured from 88% Cotton 12% Nylon fabric with the JW logo silk-screened on the back. Left breast side silk screen full colour print of the City of Johannesburg and JW logos on the left breast side of the jacket. Silver flame retardant, reflective strips of 50mm width must be securely sewn on the elbows and ankles. Compliance & Conformity. Complies to marking SANS 724, IEC 61482-1-1, IEC 61482-1-2, EN 61482-1-2:2014, NFPA 2112, NFPA 70E, ASTM F1959, ASTM F2621-12, EN 11611:2015 and EN 11612:2015



**SUPPLY AND DELIVERY OF
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AS A ONCE OFF PURCHASE**



JW 7 – TECHNICAL SPECIFICATIONS

Jacket features:

- Silver flame retardant, reflective tape on sleeves for enhanced visibility.
- Front opening with concealed flame retardant brass zip and Velcro strips closure for ease of putting on and taking off.
- Seams with triple needle topstitching for added durability.
- Sleeves feature a flame retardant knitted cuff providing a great seal when used with gloves and prevents sleeves from rolling upwards.
- ATPV 15 cal/cm² embroidery on right hand side of chest for garment suitability identification.
- 2 Rounded waist pockets with concealed flame retardant Velcro strip closure.
- Side slits for better fit over waist.

Pants features:

- Silver flame retardant, reflective tape on legs for enhanced visibility.
 - Front opening with concealed flame retardant brass zip, Velcro strip and metal button closure for ease of putting on and taking off.
 - An elasticated waist with 7 belt loops.
 - Seams with triple needle topstitching for added durability.
 - Front with side swing pockets.
 - ATPV 15 cal/cm² embroidery at centre of left back panel for garment suitability identification.
- Ruler pocket on the right back leg

Local Content Declaration - Summary Schedule

(C1)

(C2) **Tender description:** Supply and delivery of Personal Protective Equipment as a once off purchase

Note: VAT to be excluded from all calculations

(C3) **Designated product(s)**

(C4) **Tender Authority:**

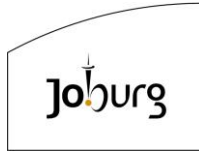
(C5) **Tendering Entity name:** Johannesburg Water

(C6) **Tender Exchange Rate:**

USD EU GBP

(C7) **Specified local content %**

Tender item no's	List of Items	Calculation of local content						Tender summary			
		Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	D59 2 piece overall as Specified										
	Sizes as follows:										
1,1	28							1			
1,2	30							1			
1,3	32							1			
1,4	34							1			
1,5	36							1			
1,6	38							1			
1,7	40							1			
1,8	42							1			
1,9	44							1			
1,10	46							1			
1,11	48							1			
1,12	50							1			
1,13	52							1			
1,14	54							1			
1,15	56							1			
1,16	58							1			
1,17	60							1			
2	Acid resistant PVC white heavy duty apron, for laboratory use as specified										
	Sizes as follows;										
2,1	S							1			
2,2	M							1			
2,3	L							1			
3	Conti suits, 2 piece acid resistant as specified										
	Sizes as follows;										



**SUPPLY AND DELIVERY OF
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AS A ONCE OFF PURCHASE**

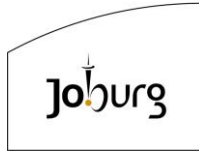


JW 3.1 – EVALUATION CRITERIA

6.1) Functionality (Technical)

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

PART A: LOCAL CONTENT AND TENDERERS EXPERIENCE								
Criteria No.	Criteria	Description	Documentary Evidence	Points Allocation	Weighting %	Points	Min. points	Max. points
Part A: Pre-qualification Criteria								
1	Local Content and Production	Tenderer to meet the minimum threshold as stipulated in MBD 6.2 and complete Annexure C per item offered. Tenderers who fail to meet the minimum threshold as stipulated in MBD 6.2 and complete Annexure C will be disqualified immediately.		Submission is compliant (Yes/ No)				
<i>The tenderer must meet the minimum threshold as stipulated in MBD 6.2 and complete annexure C per item offered in order to be considered for further evaluation</i>								
2	Tenderer's Experience	The Tenderer (Company) must confirm a minimum of 2 projects from separate contracts where the supply and delivery of PPE items was completed successfully.	The Tenderer (Company) is required to confirm a minimum of 2 projects from separate contracts where the supply and delivery of PPE items was completed successfully. Note: Reference Letter: <i>The tenderer must request their client(s) (where work was executed) to complete the reference templates attached in the tender document in full or provide reference letters in their client's letter head with all the information as per the standard reference template provided.</i>	No projects submitted or submitted irrelevant projects 2 projects from separate contracts submitted More than 2 projects submitted from different contracts	100%	0 60 100	60	100
<i>The tenderer must submit the above required documentation in order to be considered for further evaluation.</i>								

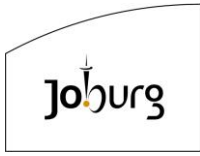


**SUPPLY AND DELIVERY OF
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JW 3.1 – EVALUATION CRITERIA

PART B –EVALUATION OF SAMPLES FOR COMPLIANCE AS REQUIRED					
3	Compliance of Samples	Shortlisted tenderer (s) will be required to submit one (1) sample of each item offered on JW 4 and the samples will be evaluated in compliance to JW 7 technical specifications.	<p>The shortlisted tenderer must submit one (1) sample of each item within 5 working days of such request and must comply with the JW 7 technical specifications as stipulated.</p> <p>The address for sample submission will be communicated upon request to the shortlisted bidders.</p>	The tenderer's sample complies with the technical specifications as stipulated.	Samples compliance with the specification (Yes/No)
<i>The submitted samples must comply accordingly with the JW 7 technical specifications in order to be considered for further evaluation.</i>					
<i>The tenderer must achieve a minimum of --60—points as well as a minimum score in each criterion in order to be considered for further evaluation.</i>					
				100	60
				100	



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JW 6 – SPECIAL CONDITIONS

SPECIAL CONDITIONS

GENERAL

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

1. 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.

2. PRICE:

- 2.1 All prices shall exclude Value Added Tax (VAT) 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.
- 2.3 A firm price will be preferred.
- 2.4 Prices must include cost of supply, delivery, off-loading and stacking where applicable and the cost of branding/printing.

3. SURETY BOND:

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

**4. COMPLIANCE
WITH LEGISLATION
AND
SPECIFICATION:**

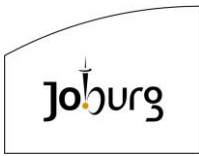
- 4.1 The Service Provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
- 4.2 The Service Provider shall comply with all the requirements prescribed in the specification.
- 4.3 **Upon award the service provider will be required to produce a valid SANS certificate of approval for items offered (where applicable).**

5. SAFETY:

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

6. EMPLOYMENT OF

- 6.1 The Service Provider must ensure that all relevant legislation is complied



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JW 6 – SPECIAL CONDITIONS

LABOUR:

with in the employment of labour.

**7. INSURANCE AND
INDEMNIFICATION:**

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

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

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

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

**8. REMEDIES,
BREACH, WHOLE
AGREEMENT,
WAIVER,
VARIATION AND
INDULGENCES**

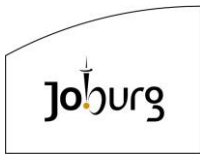
8.1 If the Service Provider or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ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

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

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

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

This agreement constitutes the entire agreement between the parties



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JW 6 – SPECIAL CONDITIONS

8.3 relating to the matter hereof.

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

9. DISPUTES:

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

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

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

10. SCOPE OF CONTRACT:

10.1 The Service Provider shall be required to supply, offload and deliver personal protective equipment at the various JW sites in accordance with the JW 7 specifications as outlined in this document.

10.2 **Personal Protective Equipment supplied will be required to have been assessed and certified by a SANAS accredited certification body to the relevant SANS specification where applicable and shall bear the certifications body's mark of approval.**

11. DURATION:

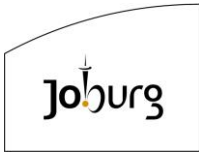
11.1 The tenure of the contract shall be with effect from the date of signing the contract as a once off purchase

12. QUANTITIES

12.1 The estimated quantities are given in good faith and without commitment by JW. The Service Provider shall be bound to supply the quantities as JW requires on an "as and when" required basis during the period of the contract.

13. PLACE AND

13.1 Delivery shall be made to any of the stores operated by JW and during



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JW 6 – SPECIAL CONDITIONS

**TIME OF
DELIVERIES:**

normal working hours, Monday to Friday 07.30 hours to 15.30 hours.

- 13.2 The items supplied must be offloaded and stacked at the prescribed locations within the boundaries of the City of Johannesburg to the satisfaction of JW.
- 13.3 The tenderer will be required to neatly and safely stack the items as directed by JW. JW will not be responsible for this operation.
- 13.4 The tenderer is required to provide labour and equipment for the off-loading of the materials. JW will not be responsible for this operation.

14.SAMPLES:

- 14.1 Shortlisted tenders will be required to submit samples as per their offer in JW4 form upon request.
- 14.2 Service providers will be required to deliver the samples to the address below or stated otherwise and failure to submit will render the contract liable for elimination.
- 14.3 Place of Delivery: Johannesburg Water Ffennell Road Depot
Cnr Ffennell Rd and Rossetenville Rd
Turffontein
- 14.4 Samples provided by the accepted tenderers will be retained for the duration of the contract, during which time all deliveries under the contract must comply strictly with the specification and be equal in all respect to the samples provided. Thereafter, samples will be returned on request when the contract comes to an end.
- 14.5 Should the tenderer's offer not be recommended and accepted by JW, then the samples provided will be returned to them upon request.
- 14.6 Samples of items offered must be submitted within five (5) working days of having received the request.
- 14.7 JW reserve the right to accept or reject the samples should the samples not comply with SANS as required and without derogation from the generality of JW7 Technical specifications.

**15. TENDER
VALIDITY:**

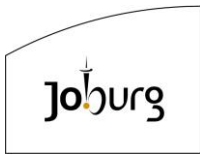
- 15.1 The Tender shall be valid for a period of ninety (60) days from the date of closing of Tenders.

**16. ADJUDICATION
OF TENDERS:**

- 16.1 The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service Provider. The scope of supply may be split between Service Providers.

**17. LOCAL
CONTENT**

- 17.1 Items stipulated minimum threshold for local production and content for personal protective equipment products indicated in JW4 must be complied



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JW 6 – SPECIAL CONDITIONS

with. Tenderers are required to complete all forms and Annexures.

17.2 Tenderers who fail to meet the threshold for local content and production will not be considered further for evaluation..

**18. ACCEPTANCE
OF TENDER:**

18.1 A valid and binding contract shall be concluded at the time when the Service Provider receives an official appointment letter and sign letter of acceptance at the offices of JW after the Service Provider where he/she will enter into a contract with JW with the term and conditions packaged in this document.

**19.
COMPLETENESS:**

19.1 Failure by the tenderer to complete in full the required information regarding their proposal will render the tender liable to rejection on the grounds of being incomplete.

**20 QUALITY AND
GUARANTEE**

20.1 The Service Provider shall not be relieved of his obligations with respect to the sufficiency of the materials, workmanship and quality of the goods by reason of no obligation having been taken thereto by JW's representative at the time the goods were delivered.

20.2 If at any time, as stipulated in the contract, but not exceeding twelve (12) months after delivery, JW is dissatisfied with the goods or with any part thereof on account of materials being faulty or of inferior quality of workmanship or bad design or on account of the goods not being in strict accordance with the contract specifications; the Service Provider shall immediately remedy the said defects free of cost to JW. Should the Service Provider delay remedial work in excess of the time stipulated by JW's representative, JW may have such remedial work executed at the Service Provider's expense.

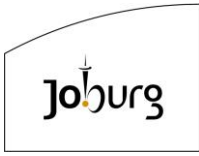
20.3 The risk of all goods purchased by JW from the Service Provider under this contract shall remain with the Service Provider until such time the goods have been delivered to JW.

20.4 If any dispute arises between JW and the Service Provider in relation with the quality and guarantee of the goods, either party may give the other a notice in writing of the existence of such dispute as stipulated in Clause 9.1.

**21. PENALTIES FOR
FAILURE TO
DELIVER**

21.1 If the Service Provider fails to deliver the required quantity of product by the due date agreed upon: a penalty of 5% (five) shall be applied for the total value of that specific order where delivery conditions were not met. Alternatively Johannesburg Water reserves the right to purchase the product elsewhere and to deduct any extra expense in excess of the tender rates so incurred from any sum due under this tender, or recover the amount from the Service Provider as debt.

21.2 No liability in terms of Clause 20.1 shall attach to the Service Provider if he shall prove to the satisfaction of the Engineer that the delivery has been delayed or become impossible due to fire, war, riot, strikes, Natural Disasters, lockout, accident or other unforeseen occurrences or circumstances beyond the Service Providers control, provided, however,



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that in all cases the Service Provider has notified Johannesburg Water in writing within 24 (Twenty-four) hours of it first coming to the Service Provider's notices, that delivery will be delayed or become impossible for the abovementioned reasons.

**22. CLARITY
INFORMATION**

22.1 Any clarity information required may be obtained from Nontokozi Masilela on 011 688 1782 or nontokozi.masilela@jwater.co.za.

23. NOTICE

23.1 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:-

23.1.1 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

23.1.2 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

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

23.2 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*.