

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

BID NUMBER: JW OPS 004/23

CLOSING DATE: 09 FEBRUARY 2024

CLOSING TIME: 10:30 AM

DESCRIPTION: PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

| BRIEFING SESSION |            | COMPULSORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BRIEFING DETAILS |            | DATE AND TIME: 17 JANUARY 2024 AT 13:00 PM<br>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001<br>VENUE : AUDITORIUM<br><br>TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED                                                                                                                                                                                                                                            |
|                  |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| TENDER DETAILS   | SUBMISSION | BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER<br><br>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001<br><br>PLEASE ALLOW SUFFICIENT TIME TO ACCESS THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME.<br><br>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM |

| BIDDER INFORMATION      |           |  |         |     |
|-------------------------|-----------|--|---------|-----|
| NAME OF BIDDER          |           |  |         |     |
| NO. OF DOCUMENTS        |           |  |         |     |
| PHYSICAL ADDRESS        |           |  |         |     |
| TELEPHONE NUMBER        |           |  |         |     |
| CELLPHONE NUMBER        |           |  |         |     |
| E-MAIL ADDRESS          |           |  |         |     |
| VAT REGISTRATION NUMBER |           |  |         |     |
| TAX COMPLIANCE STATUS   | TCS PIN   |  | MAAA No |     |
| OTHER STATUS            | COIDA No. |  | CIDB No | N/A |

| EMPLOYER INFORMATION |                                                                              |                  |                                                                                |
|----------------------|------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------|
| DEPARTMENT           | Operations: Networks                                                         | DEPARTMENT       | SCM                                                                            |
| CONTACT PERSON       | Elgin Mathonsi                                                               | CONTACT PERSON   | Nthabiseng More                                                                |
| TELEPHONE NUMBER     | 011 213 2743                                                                 | TELEPHONE NUMBER | 011 688 1512                                                                   |
| E-MAIL ADDRESS       | <a href="mailto:elgin.mathonsi@jwater.co.za">elgin.mathonsi@jwater.co.za</a> | E-MAIL ADDRESS   | <a href="mailto:nthabiseng.more@jwater.co.za">nthabiseng.more@jwater.co.za</a> |

**NOTE:** DOCUMENTS MAY BE DOWNLOADED FROM THE JOHANNESBURG WATER WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

WITHOUT LIMITATION, JOHANNESBURG WATER TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOHANNESBURG WATER. JOHANNESBURG WATER LIKEWISE TAKES NO RESPONSIBILITY FOR TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN BY JOHANNESBURG WATER AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE TENDER BOX BEFORE TENDER CLOSURE.

THE TENDERER IS ENCOURAGED TO SIGN THE TENDER SUBMISSION REGISTER WHEN SUBMITTING THEIR TENDERS.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT  
(ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB).

Any documents required that are not submitted in the tender box at the deadline will be considered late.

The tenderer accepts that Johannesburg Water will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

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

NAME OF CONTACT PERSON: .....

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

| <b>NO</b> | <b>DESCRIPTION</b>                                                                                  | <b>PAGE</b> |
|-----------|-----------------------------------------------------------------------------------------------------|-------------|
| 1.        | Tender Notice and Invitation to Tender .....                                                        | 4           |
| 2.        | Documents and Information That will Form Part of The Contract .....                                 | 5           |
| 3.        | Certificate of Authority .....                                                                      | 10          |
| 4.        | Acknowledgement of Bid Conditions .....                                                             | 15          |
| 5.        | Invitation to Bid .....                                                                             | 19          |
| 6.        | Pricing Schedule – Firm Prices MBD 3.1 .....                                                        | 21          |
| 7.        | Declaration of Interest MBD 4 .....                                                                 | 22          |
| 8.        | Declaration For Procurement Above R10 Million (VAT included) MBD 5.....                             | 25          |
| 9.        | Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 – 90/10..... | 27          |
| 10.       | Declaration of bidder's Past Supply Chain Management Practices MBD 8 .....                          | 32          |
| 11.       | Certificate of Independent Bid Determination MBD 9 .....                                            | 34          |
| 12.       | Proof of Good Standing With Regards to Municipal Account.....                                       | 37          |
| 13.       | Record of Addenda .....                                                                             | 38          |
| 14.       | Scope of Work .....                                                                                 | 39          |
| 15.       | Evaluation .....                                                                                    | 43          |
| 16.       | Pricing Instructions.....                                                                           | 67          |
| 17.       | Pricing Schedule .....                                                                              | 69          |
| 18.       | Contactable Reference Letter .....                                                                  | 79          |
| 19.       | Special Conditions: .....                                                                           | 85          |
| 20.       | General Conditions of Contract.....                                                                 | 94          |
| 21.       | Banking Details for Electronic Funds Transfer.....                                                  | 104         |
| 22.       | JW POPIA Privacy Statement.....                                                                     | 105         |
| 23.       | OHS Specifications. ....                                                                            | 107         |

**1. Tender Notice and Invitation to Tender**

Johannesburg Water (SOC) Ltd invites the tenderer for the following:

**CONTRACT NO. JW OPS 004/23: PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

The tender document will be available in the form of a download from the Johannesburg Water website ([www.johannesburgwater.co.za /supply chain/tenders](http://www.johannesburgwater.co.za /supply chain/tenders)) starting from 14 December 2023.

The Employer is Johannesburg Water.

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 12 February 2024.

Address is as follows:

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

Johannesburg Water (SOC) Ltd is not obliged to accept the lowest or any tender and Johannesburg Water reserves to appoint:

- a) in whole or in part.
- b) to more than one tenderer.
- c) to the highest points scoring bidder.
- d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- f) not to consider any bid with justifiable reasons.

A valid and binding contract with the successful tender/s will be concluded once Johannesburg Water has awarded the contract. Johannesburg Water (SOC) Ltd and the successful tenderer/s will sign the Letter of Award which together with the submitted tender document will form the contract.

## CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

### 2. Documents and Information That will Form Part of The Contract

The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury’s CSD registration as well as SARS tax compliance requirements for contract award. The below will form part of the tender document, the tenderers are therefore encouraged to submit the returnable and or documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column or not obtaining points for Specific Goals. Tenderers are encouraged to ensure that their Tax status remains Tax Compliant on CSD throughout the process to avoid delaying the process or being eliminated at award stage.

All documentation and information listed in the Checklist below shall form part of the Contract.

Table 1

| No | Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Required for Tender Evaluation | Required for Tender Award | Required After Tender Award | Submitted (Yes/No) |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|--------------------|
| 1. | <b>Tender Cover:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                |                           |                             |                    |
|    | Name of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •                              |                           |                             |                    |
|    | Contact Person                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •                              |                           |                             |                    |
|    | Telephone Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | •                              |                           |                             |                    |
|    | Central Supplier Database Registration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | •                              | •                         |                             |                    |
|    | COIDA Registration Number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                |                           | •                           |                    |
|    | Tax SARS PIN No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | •                              | •                         |                             |                    |
|    | MAAA No. for Tax Compliant Status                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                | •                         |                             |                    |
| 2. | <b>Mandatory Documents at Particular Stage:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                |                           |                             |                    |
|    | Attendance of compulsory briefing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | •                              |                           |                             |                    |
|    | <p>The tenderer must submit proof of the mandatory documents for their offered plant as they have offered in the pricing schedule of the tender document. <b>The documentation must be submitted together with the tender document.</b> The following documents are required for desludging plant offered:</p> <ul style="list-style-type: none"> <li>• Proof of Certificate of Registration (RC1) in Respect of Motor Vehicle (National Road Traffic Act)</li> <li>• Proof of a valid license disc and a Roadworthy certificate issued within 12 months of tender closing as per National Road Traffic Act.</li> <li>• Valid Insurance per vacuum tanker or honey sucker offered (any insurance with the desludging plant details).</li> </ul> <p>Please refer to mandatory criteria under Evaluation if leasing equipment.<br/>Documentation submitted under Mandatory to be cross referenced to <b>COMPLIANCE CHECKLIST</b></p> | •                              |                           |                             |                    |

### CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

| No        | Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Required for Tender Evaluation | Required for Tender Award | Required After Tender Award | Submitted (Yes/No) |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|--------------------|
|           | <b>SHEET FOR DOCUMENTATION OF PLANT OFFERED ANNEXURES</b> for evaluation efficiency purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                           |                             |                    |
|           | Signed Pricing Schedule and completed rates for region/s tendering for.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | •                              |                           |                             |                    |
| <b>3.</b> | <b>Administrative Documentation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                |                           |                             |                    |
|           | Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | •                              |                           |                             |                    |
|           | Signed Acknowledgement of Tender Conditions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | •                              | •                         |                             |                    |
|           | MBD 1 - Invitation to Bid - Completed and signed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •                              | •                         |                             |                    |
|           | MBD 3.1 - Pricing Schedule – Firm Prices (Purchases) completed (Acknowledgement that rates will be fixed for duration of contract).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | •                              | •                         |                             |                    |
|           | MBD 4 - Declaration of interest - Completed and signed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | •                              | •                         |                             |                    |
|           | MBD 5 - Declaration for procurement above R10 Million (all applicable taxes included) Completed and signed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | •                              | •                         |                             |                    |
|           | MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | •                              |                           |                             |                    |
|           | MBD 6.1 – Completed and signed by owner of vacuum tankers if Tender owns less than 26% of vacuum tankers offered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | •                              |                           |                             |                    |
|           | MBD 8 - Bidder's past supply chain management practices – Completed and signed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | •                              | •                         |                             |                    |
|           | MBD 9 - Certificate of Independent Bid Determination – Completed and signed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | •                              | •                         |                             |                    |
|           | Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality.<br>OR<br>Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted. | •                              | •                         |                             |                    |
|           | Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | •                              | •                         |                             |                    |

### CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

| No | Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer                                                                                                                                                                                                                                                                                                                                          | Required for Tender Evaluation | Required for Tender Award | Required After Tender Award | Submitted (Yes/No) |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|--------------------|
|    | Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR<br>Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted. |                                |                           |                             |                    |
|    | 3-year financial statements (audited where applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •                              | •                         |                             |                    |
|    | Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being <b>eliminated as the qualification may impede on the ability to evaluate like with like.</b>                                                                                                                                                                                                                  | •                              |                           |                             |                    |
|    | Signed Occupational Health and Safety Declaration form –                                                                                                                                                                                                                                                                                                                                                                                                                                                   | •                              | •                         |                             |                    |
|    | Joint Venture, consortium or equivalent agreement if applicable                                                                                                                                                                                                                                                                                                                                                                                                                                            | •                              | •                         |                             |                    |
| 4. | <b>Functionality Documentation:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                |                           |                             |                    |
|    | Documentary Evidence Required for Criteria 1- Reference letter(s)                                                                                                                                                                                                                                                                                                                                                                                                                                          | •                              |                           |                             |                    |
| 5. | <b>Specific Goals:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                |                           |                             |                    |
|    | Documentary Evidence Required for Specific Goal 1: <b>Businesses owned by 51% or more by black people.</b> <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.</li> </ul>                                                                                                                                                                            | •                              |                           |                             |                    |
|    | Documentary Evidence Required for Specific Goal 2: <b>Businesses owned by 51% or more by black people who are youth.</b> <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.</li> </ul>                                                                                                                                                                                                                           | •                              |                           |                             |                    |
|    | Documentary Evidence Required for Specific Goal 3: <b>Businesses owned by 51% or more by people who are women.</b> <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro</li> </ul>                                                                                                                                                                                                               | •                              |                           |                             |                    |

**CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT**

| No        | Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer                                                                                                                                                                                                                                                                                 | Required for Tender Evaluation | Required for Tender Award | Required After Tender Award | Submitted (Yes/No) |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------|-----------------------------|--------------------|
|           | Enterprises or Affidavit sworn under oath, OR <ul style="list-style-type: none"> <li>CIPC registration document showing percentage of ownership and share certificate where applicable.</li> </ul>                                                                                                                                                                                                                                                |                                |                           |                             |                    |
|           | Documentary Evidence Required for Specific Goal 4: <b>Businesses owned by 51% or more-Black People with Disabilities</b> <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and</li> <li>Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability.</li> </ul> | •                              |                           |                             |                    |
| <b>6.</b> | <b>Scope of Work:</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                                |                           |                             |                    |
|           | Scope of Work and or Specifications                                                                                                                                                                                                                                                                                                                                                                                                               | •                              |                           |                             |                    |
| <b>7.</b> | <b>Pricing Schedule:</b>                                                                                                                                                                                                                                                                                                                                                                                                                          |                                |                           |                             |                    |
|           | Pricing Schedule completed in accordance with the award strategy                                                                                                                                                                                                                                                                                                                                                                                  | •                              |                           |                             |                    |
|           | Alterations authenticated – Refer to Acknowledgment of Tender Conditions                                                                                                                                                                                                                                                                                                                                                                          | •                              |                           |                             |                    |
| <b>8.</b> | <b>Terms and Conditions:</b>                                                                                                                                                                                                                                                                                                                                                                                                                      |                                |                           |                             |                    |
|           | General Conditions of Contract                                                                                                                                                                                                                                                                                                                                                                                                                    | •                              |                           |                             |                    |
|           | Special Conditions of Contract                                                                                                                                                                                                                                                                                                                                                                                                                    | •                              |                           |                             |                    |
| <b>9.</b> | <b>Other Documents</b>                                                                                                                                                                                                                                                                                                                                                                                                                            |                                |                           |                             |                    |
|           | Letter of Award                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                |                           | •                           |                    |
|           | Bank Details Form                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                |                           | •                           |                    |
|           | Public Liability Insurance and or All Risks Insurance                                                                                                                                                                                                                                                                                                                                                                                             |                                |                           | •                           |                    |
|           | Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – if applicable                                                                                                                                                                                                                                                                                                  |                                | •                         |                             |                    |
|           | Valid Registration with Compensation for Occupation Injuries and Diseases Act                                                                                                                                                                                                                                                                                                                                                                     |                                |                           | •                           |                    |
|           | Comprehensive Health and Safety Plan (compliance with OHSE Specification. .                                                                                                                                                                                                                                                                                                                                                                       |                                |                           | •                           |                    |
|           | Operator per Vacuum Tanker: <ul style="list-style-type: none"> <li>i. A valid medical certificate (Operator must be fit for duty).</li> <li>ii. A valid Driver's License with professional driving permit PrDP (Minimum Code C1 License or higher).</li> <li>iii. Documentation indicating experience of a minimum of 6 months as a driver.</li> </ul>                                                                                            |                                |                           | •                           |                    |



**CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT**

**Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals.**

**Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.**

**If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.**

## CERTIFICATE OF AUTHORITY

### 3. Certificate of Authority

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

| (I)<br>COMPANY | (II)<br>CLOSE<br>CORPORATION | (III)<br>PARTNERSHIP | (IV)<br>JOINT VENTURE | (V)<br>SOLE<br>PROPRIETOR |
|----------------|------------------------------|----------------------|-----------------------|---------------------------|
|                |                              |                      |                       |                           |

#### (I) Certificate For Company

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

Chairman: .....

As Witnesses: 1.....

2.....

Date: .....

## CERTIFICATE OF AUTHORITY

### (II) Certificate For Close Corporation

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

**(III) Certificate For Partnership**

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

| NAME | ADDRESS | SIGNATURE | DATE |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |

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

#### (IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms. . . . .  
 . . . . . , authorized 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<br>SIGNATORY                                   | AUTHORISED |
|--------------|---------|-----------------------------------------------------|------------|
| Lead partner |         | Signature. . . . .<br>Name . . . . .<br>Designation |            |
|              |         | Signature. . . . .<br>Name . . . . .<br>Designation |            |
|              |         | Signature. . . . .<br>Name . . . . .<br>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.**



**CERTIFICATE OF AUTHORITY**

**(V) Certificate For Sole Proprietor**

I, ....., hereby confirm that I am the sole owner of the Business  
trading as ..... and the person authorized 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:* .....

## ACKNOWLEDGEMENT OF BID CONDITIONS

### 4. 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 or agreed validity period;
  - (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 electronic mail (e-mail), faxed letter or by 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.

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

- 6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as

## ACKNOWLEDGEMENT OF BID CONDITIONS

- 7 Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 8 We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.
- 9 Should my/our tender be successful, it be understood that a contract will come into existence for the duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

## 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) (SOC) Ltd and deposited in the BID BOX situated at the entrance: Turbine Hall, 65 Ntemi Piliso Street, Newtown, Johannesburg.

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

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Johannesburg Water offices in Turbine Hall and deposit their bid document in the Johannesburg Water tender box situated at reception before tender closing time. Tenderers are to note that the Johannesburg Water offices are open during 06:00am and 18:00pm seven (7) days a week.

## 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 e-tender portal.
- 2 Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
- 3 If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
- 4 Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
- 5 All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown.



## ACKNOWLEDGEMENT OF BID CONDITIONS

- 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, pricing schedule etc. in the tender documents. Tender documents 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 notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.
- 10 Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.
- 11 Tenderer's authorized signatory to sign or initial next to the price alteration.
- 12 The evaluation on price alteration will be conducted as follows:
  - 12.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
    - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
  - 12.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
    - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
    - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
    - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
  - 12.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
    - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.
- 13 The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
- 14 The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.
- 15 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.
- 16 Johannesburg Water reserves the right to enter into mandated negotiations to achieve cost effectiveness

### ACKNOWLEDGEMENT OF BID CONDITIONS

with any one or more selected tenderers in accordance with Johannesburg Water's approved SCM procurement policy.

- 17 Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
- a) reasonableness of the financial offer
  - b) reasonableness of unit rates and prices
  - c) the tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by JW in determining whether to accept the bid offer or to reject the bid offer.

18 JW Reservations:

JW reserves the right to award contracts and tenders at its discretion on the basis of the following

- a) in whole or in part.
- b) to more than one tenderer.
- c) to the highest points scoring bidder.
- d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- f) not to consider any bid with justifiable reasons.

**SIGNATURE(S) OF AUTHORIZED PERSON .....**

**DATE:.....**

**Name of bidder.....**

**of**

**Name of authorized person (in block letters) .....**

## INVITATION TO BID

## 5. Invitation to Bid

|                                                                                                                                           |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER</b>                                                              |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| BID NUMBER:                                                                                                                               | JW OPS 004/23                                                                                                                                                                                                            | CLOSING DATE: | 09 FEBRUARY 2024                                                         | CLOSING TIME:                                            | 10:30 AM                                                                                              |
| DESCRIPTION                                                                                                                               | PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS. |               |                                                                          |                                                          |                                                                                                       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>                                                                 |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| 65 NTEMI PILISO STREET<br>NEWTOWN<br>JOHANNESBURG<br>2001                                                                                 |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                     |                                                                                                                                                                                                                          |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                                                          |                                                                                                       |
| CONTACT PERSON                                                                                                                            | ELGIN MATHONSI                                                                                                                                                                                                           |               | CONTACT PERSON                                                           | NTHABISENG MORE                                          |                                                                                                       |
| TELEPHONE NUMBER                                                                                                                          | 011 213 2743                                                                                                                                                                                                             |               | TELEPHONE NUMBER                                                         | 011 688 1512                                             |                                                                                                       |
| E-MAIL ADDRESS                                                                                                                            | elgin.mathonsi@jwater.co.za                                                                                                                                                                                              |               | E-MAIL ADDRESS                                                           | nthabiseng.more@jwater.co.za                             |                                                                                                       |
| <b>SUPPLIER INFORMATION</b>                                                                                                               |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| NAME OF BIDDER                                                                                                                            |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| POSTAL ADDRESS                                                                                                                            |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| STREET ADDRESS                                                                                                                            |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| TELEPHONE NUMBER                                                                                                                          | CODE                                                                                                                                                                                                                     |               | NUMBER                                                                   |                                                          |                                                                                                       |
| CELLPHONE NUMBER                                                                                                                          |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| E-MAIL ADDRESS                                                                                                                            |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| VAT REGISTRATION NUMBER                                                                                                                   |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| SUPPLIER COMPLIANCE STATUS                                                                                                                | TAX COMPLIANCE SYSTEM PIN:                                                                                                                                                                                               |               | OR                                                                       | CENTRAL SUPPLIER DATABASE No:                            | MAAA                                                                                                  |
| B-BBEE CERTIFICATE                                                                                                                        | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                     |               | B-BBEE SWORN AFFIDAVIT                                                   |                                                          | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                 |
| <b>PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS</b> |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]                                                                                                                                       |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                                          | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                         |                                                                                                                                                                                                                          |               |                                                                          |                                                          |                                                                                                       |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                           |                                                                                                                                                                                                                          |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                       |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                 |                                                                                                                                                                                                                          |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                       |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                |                                                                                                                                                                                                                          |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                       |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                     |                                                                                                                                                                                                                          |               |                                                                          | <input type="checkbox"/> YES <input type="checkbox"/> NO |                                                                                                       |

## INVITATION TO BID

## MBD 1

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

.....

DATE:

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**MBD 3.1**

**6. Pricing Schedule – Firm Prices MBD 3.1**

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

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

Name of Bidder.....

Bid Number **JW OPS 004/23**

Closing Time: 10:30 AM

Closing Date: 12 February 2024

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

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

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

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

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

\*Delete if not applicable

## DECLARATION OF INTEREST

**MBD 4**

### 7. Declaration of Interest MBD 4

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....

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. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

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

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

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

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

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

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

<sup>2</sup> 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.

**DECLARATION OF INTEREST**

**MBD 4**

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:

.....

.....

## DECLARATION OF INTEREST

**MBD 4**

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**



## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

**MBD 5**

### 8. Declaration For Procurement Above R10 Million (VAT included) MBD 5

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

- \*1 Are you by law required to prepare annual financial statements for auditing?

YES / NO

*\*In the event the Annual Financial Statements submitted with this tender reflect that the tenderer is not required by law to have such statement audited, Johannesburg Water reserves the discretion to interpret your selection of "Yes" as a "No" and analyse it accordingly.*

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -

- i. for the past three years , or
- ii. since their establishment if established during the past three years

3. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

- 3.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

- 3.2 If yes, provide particulars.

.....

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION  
(VAT INCLUDED)**

**MBD 5**

4. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

4.1 If yes, furnish particulars

.....  
.....

5. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipality entity is expected to be transferred out of the Republic?

**YES / NO**

5.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME)** .....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**9. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 – 90/10**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals.

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

|                                                  | POINTS     | POINTS     |
|--------------------------------------------------|------------|------------|
| <b>PRICE</b>                                     | 80         | 90         |
| <b>SPECIFIC GOALS</b>                            | 20         | 10         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> | <b>100</b> |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation

**MBD 6.1 PREFERENCES POINTS CLAIM FORM**

**MBD 6.1**

- stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

| The specific goals allocated points in terms of this tender     | Number of points allocated (90/10 system) | Number of points allocated (80/20 system) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|-----------------------------------------------------------------|-------------------------------------------|-------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Business owned by 51% or more -Black People                     | 4                                         | 8                                         |                                                                           |                                                                           |
| Business owned by 51% or more by black people who are youth     | 2                                         | 4                                         |                                                                           |                                                                           |
| Business owned by 51% or more- Women                            | 2                                         | 4                                         |                                                                           |                                                                           |
| Businesses owned by 51% or more- black People with Disabilities | 2                                         | 4                                         |                                                                           |                                                                           |
| <b>Total</b>                                                    | <b>10</b>                                 | <b>20</b>                                 |                                                                           |                                                                           |

5. **DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.



|                                                     |                        |
|-----------------------------------------------------|------------------------|
| <p>.....<br/><b>SIGNATURE(S) OF TENDERER(S)</b></p> |                        |
| <p><b>SURNAME AND NAME:</b></p>                     | <p>.....</p>           |
| <p><b>DATE:</b></p>                                 | <p>.....</p>           |
| <p><b>ADDRESS:</b></p>                              | <p>.....<br/>.....</p> |

## DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

### 10. Declaration of bidder's Past Supply Chain Management Practices MBD 8

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

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes                                 | No                                 |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------------------|
| 4.1   | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                                    |
| 4.2   | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>                                                                                                                                                                                                                                                                           | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                     |                                    |



## DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

|             |                                                                                                                                                                                                                                        |                                 |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3         | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?                                                 | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.5         | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

**11. Certificate of Independent Bid Determination MBD 9**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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;

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

**MBD 9**

- (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.

<sup>3</sup> **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

## PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

### 12. Proof of Good Standing With Regards to Municipal Account

The tenderer is to affix to this page:

- Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;
- Signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts

Note:

1. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Note 1 will be applicable.
6. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Note 1 will be applicable.

## RECORD OF ADDENDA

### 13. Record of Addenda

We confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer.

Communications regarding the revision of this tender document can also be viewed on the following website:  
[www.johannesburgwater.co.za/supply](http://www.johannesburgwater.co.za/supply) chain/tenders.

Note: Tenderers are to check the JW website at least seven (7) days before the tender closing date and time for any communication in regard to the tender.

|    | DATE | TITLE OR DETAILS |
|----|------|------------------|
| 1. |      |                  |
| 2. |      |                  |
| 3. |      |                  |
| 4. |      |                  |
| 5. |      |                  |
| 6. |      |                  |

SIGNATURE(S) OF AUTHORIZED PERSON: .....

NAME AND SURNAME .....

DATE: .....

## SCOPE OF WORK

### 14. Scope of Work

#### SCOPE OF WORK AND SPECIFICATIONS

##### 14.1 CONTRACT DESCRIPTION

The Contractor shall be required to provide a service for the emptying of pits, conservancy tanks, aqua privies and VIPs in various informal settlements using vacuum tankers or honey suckers within the City of Johannesburg as and when required by JW and in accordance with the specifications as outlined in this document for a period of thirty-six (36) months. Desludging plant refers to vacuum tankers or honey suckers. For the purposes of this contract, the word vacuum tanker will also mean honey suckers and vice versa and are referred to as desludging plant.

##### 14.2 GENERAL REQUIREMENTS

- a) The Contractor shall be required to provide a service for the emptying of pits, conservancy tanks, aqua privies and VIPs in various informal settlements within the City of Johannesburg.
- b) Desludging plant (vacuum tankers or honey suckers) with a capacity of 8.0 kl to 10.0 kl will be required. The desludging plant will be required to work mainly in informal settlements, and it is the responsibility of the Contractor to familiarize himself with the environment at these locations.
- c) The tenderer must have a standby vacuum tanker or honey sucker available for use, should the need arise during this contract.
- d) Cell phones/two-way radios should be supplied to desludging plant drivers.
- e) The Tenderer is required to supply the desludging plant on commencement of the contract or within 21 days of notice.
- f) The desludging plant should have a Comprehensive Insurance cover in place for the duration of the contract. The public liability and or all risk insurance cover will be required post award.
- g) The desludging plant offered upon inception of the contract should be available for the full tenure of the contract or replaced with a desludging plant that complies to all the specifications stated in the contract.

##### 14.3 DESCRIPTION OF PLANT

- a) The desludging plant must be self-propelled, must have a capacity of not less than 8KL or not greater than 10kl and must have a pump fitted that will pump sludge into the tanker.
- b) The desludging plant must have a power to mass ratio of 6kw per ton laden.
- c) The desludging plant offered must have tanks constructed of steel.
- d) All desludging plant shall be free from leaks of any type of fluid.
- e) Reversing alarms are a prerequisite of the Occupational Health and Safety Act 85 of 1993.

##### 14.4 DOCUMENTATION OF PLANT

The tenderer must submit proof of the mandatory documents for their offered desludging plant as they have offered in the pricing schedule of the tender document. **The documentation must be submitted together with the tender document.**

The following documents are required for desludging plant offered:

- Proof of valid Certificate of Registration (RC1) in Respect of Motor Vehicle (as per National Road Traffic Act).
- Proof of a valid license disc, and a Roadworthy certificate issued within 12 months prior to tender closure (as per National Road Traffic Act).
- Valid Insurance per desludging plant (vacuum tanker or honey sucker) offered.

## SCOPE OF WORK

**Note 1:** *The proof of valid Certificate of Registration, proof of a valid license disc and Roadworthy certificate issued within 12 months of tender closing date must be in the name of the Tenderer or name of the company that the Tenderer will be leasing the desludging plant from.*

**Note 2:** *In the event that the Tenderer's desludging plant offered will be hired, the Tenderer must provide proof of a letter of intent to hire the desludging plant offered which are not owned by the Tenderer, as well as the required documents as stipulated above. The letter of intent must commit that the desludging plant will be made available within 21 days of date of appointment.*

**Note 3:** *In the event that desludging plant offered are owned by the Tenderer, the Tender must provide a confirmation letter on their company letterhead committing to supply the desludging plant within 21 days of date of appointment.*

**Note 4:** *With Johannesburg Water allowing tenderers to hire desludging plant in order to meet Johannesburg Water's capacity requirements, Tenderers that are leasing desludging plant are to submit alternate letter of intent and documentation for the desludging plant that they are offering. Tenderers that are hiring desludging plant that do not submit an alternate letter of intent to hire documentation will not be disqualified. Please refer to the Allocation Strategy to determine which Tenderer's desludging plant will be allocated as per Johannesburg Water's requirements.*

**Note 5:** *Tenderers may not be awarded points for Specific Goals if the tender documents indicate that the Tenderer intends to lease 26% or more of the desludging plant offered from any other persons (lessor or owner of equipment) not qualifying for at least the specific goal points the Tenderer qualifies for. The Tender may only obtain points for Specific Goals claimed and supported with verification documents if the lessor's Specific Goals documentation are included with the letter of intent. A separate MBD6.1 form will be provided in such a situation for the lessor.*

Time and again JW representatives on site where plant is situated may require full-service records of plant offered during the duration of the contract where they deem necessary. As well as the documentation of the plant as stated above to ascertain continued compliance with the terms and conditions of the contract.

### 14.5 OPERATORS

- a) The operator must carry out faithfully, efficiently and with due diligence all operations according to the instructions of the relevant JW Manager or representative.
- b) Without first obtaining the written consent of the service provider, the relevant JW Manager or representative shall not permit or allow any person other than the operator or mechanic to operate any item of plant.
- c) Only skilled operators may be employed with valid professional driving permits and any operator found to be unsuitable must be replaced immediately upon notification.
- d) Post award, the service provider will be required to submit the following documentation for their skilled operators.
  - i. A valid medical certificate (Operator must be fit for duty).
  - ii. A valid Driver's License with professional driving permit PrDP (Minimum Code C1 License or higher).
  - iii. Documentation indicating experience of a minimum of 6 months as a driver.
- e) The service provider shall ensure that an Operator is provided to work during stand by and over time as agreed upon with the relevant JW manager while taking into



### SCOPE OF WORK

consideration, the statutory limits for the number of working hours per week for an individual, as prescribed by the Department of Labour.

- f) Where an Operator was working on standby \ over-time during the previous night, the service provider will be required to provide another Operator to operate the plant during normal working hours on the following day. No driver / Operator will be allowed to work longer than the hours prescribed by the Department of Labour.

### 14.6 DURATION OF THE CONTRACT

The contract is for a period of thirty-six (36) months on an “as and when” required basis.

### 14.7 WORKING HOURS

The working hours will be as follows:

Normal Time: Mondays to Fridays from 07h30 to 16h00  
Overtime: Before 07H30 and After 16H00 between Monday to Friday as well as on weekends.

### 14.8 ESTIMATED QUANTITIES

An estimated number of 40 desludging plant ranging from 8KL to 10KL will be awarded to meet the estimated requirements. An additional 10 desludging plant (5 in the Northern Region and 5 in the Southern Region) will awarded as a buffer capacity to meet unplanned demand. It must be noted that these are estimated quantities, and the required number of desludging plant may increase or decrease. Therefore, the utilization of the desludging plant will be as per JW's needs.

#### Northern Region:

| Area Number                      | Areas              | Capacity (8kl to 10kl) |
|----------------------------------|--------------------|------------------------|
| 1                                | Hamburg / Randburg | 12                     |
| 2                                | Midrand            | 7                      |
| <b>Sub-Total</b>                 |                    | <b>19</b>              |
| Provision for unplanned capacity |                    | 5                      |
| <b>Total</b>                     |                    | <b>24</b>              |

#### Southern Region:

| Area Number                      | Areas                                | Capacity (8kl to 10kl) |
|----------------------------------|--------------------------------------|------------------------|
| 3                                | JHB Central (Langlaagte & Southdale) | 1                      |
| 4                                | Ennerdale (Deep South)               | 11                     |
| 5                                | Soweto (Klipspruit & Avalon)         | 9                      |
| <b>Sub-Total</b>                 |                                      | <b>21</b>              |
| Provision for unplanned capacity |                                      | 5                      |
| <b>Total</b>                     |                                      | <b>26</b>              |

## SCOPE OF WORK

**Note:** *It must be noted that the required number of desludging plant stated above are estimates. The Contractor shall be bound to supply whatever quantities of desludging plant that JW will require on an “as and when” required basis during the period of the contract up to the set number that they were found compliant for during evaluation, irrespective of the extent by which the total varies from those stated estimations. Please refer to the award strategy.*

## 15. Evaluation

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA), Preferential Procurement Policy Framework Act, 2000, relevant Supply Chain Management Policy of Johannesburg Water (JW) and applicable Regulations.

### Summary of Evaluation Stages:

| <b>STAGE 1:<br/>MANDATORY<br/>EVALUATION</b>                                                                                                                                                                                                                                                | <b>STAGE 2:<br/>ADMINISTRATIVE EVALUATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>STAGE 3:<br/>FUNCTIONAL EVALUATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>STAGE 4:<br/>PREFERENCE EVALUATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process.</p> <p>A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.</p> | <p>These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorized representative must fully complete and sign and provide administrative documents such as director's and company's municipal statement or valid lease agreements which must be valid and submitted before tender award. Should the MBD authority to sign and other administrative documents not be submitted or be incomplete, the tenderer will be given three (3) days to submit or complete them after receiving a request in writing from JW, should the tenderer not comply with requirement, the tenderer may be disqualified, and may will be considered for award.</p> | <p>Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.</p> | <p>The tender will be evaluated on the 90/10 or the 80/20 preference points system according to the award strategy. The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted.</p> <p>Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing.</p> |

## EVALUATION

### 1. Stage 1: Mandatory Evaluation Criteria:

| NO. | MANDATORY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | YES |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1   | Attendance of Compulsory Briefing Meeting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes |
| 2   | <p>The tenderer must submit proof of the mandatory documents for their desludging plant offered (vacuum tankers or honey suckers) as they have offered in the pricing schedule of the tender document. <b>The documentation must be submitted together with the tender document.</b></p> <p>The following documents are required for plant offered:</p> <ul style="list-style-type: none"> <li>• Proof of valid Certificate of Registration (RC1) in Respect of Motor Vehicle (as per National Road Traffic Act).</li> <li>• Proof of a valid license disc, and a Roadworthy certificate issued 12 months prior to tender closure (as per National Road Traffic Act).</li> <li>• Valid Insurance per desludging plant (vacuum tanker or honey sucker) offered.</li> </ul> <p><b>Note 1: The proof of valid Certificate of Registration, proof of a valid license disc and Roadworthy certificate issued within 12 months of tender closing date must be in the name of the Tenderer or name of the company that the Tenderer will be leasing the desludging plant from.</b></p> <p><b>Note 2: In the event that the Tenderer's desludging plant offered will be hired, the tenderer must provide proof of a letter of intent to hire the desludging plant offered which are not owned by the Tenderer, as well as the required documents as stipulated above. The letter of intent must commit that the desludging plant will be made available within 21 days of date of appointment.</b></p> <p><b>Note 3: In the event that desludging plant offered are owned by the Tenderer, the Tender must provide a confirmation letter on their company letterhead committing to supply the desludging plant within 21 days of date of appointment.</b></p> <p><b>Note 4: With Johannesburg Water allowing tenderers to hire desludging plant in order to meet Johannesburg Water's capacity requirements, Tenderers that are leasing desludging plant are to submit alternate letter of intent and documentation for the desludging plant that they are offering. Tenderers that are hiring desludging plant that do not submit an alternate letter of intent to hire documentation will not be disqualified. Please refer to the Allocation Strategy to determine which Tenderer's desludging plant will be allocated as per Johannesburg Water's requirements.</b></p> <p><b>Note 5: Tenderers may not be awarded points for Specific Goals if the tender documents indicate that the Tenderer intends to lease 26% or more of the desludging plant offered from any other persons (lessor or owner of equipment) not qualifying for at least the specific goal points the Tenderer qualifies for. The Tender may only obtain points for Specific Goals claimed and supported with verification documents if the lessor's Specific Goals documentation are included with the letter of intent. A separate MBD6.1 form will be provided in such a situation for the lessor.</b></p> | Yes |
| 3   | Signed Pricing Schedule and completed rates for items offered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes |

**NB: Bidders that fail to comply with the above mandatory requirement will not be evaluated further.**

**Note: Tenderers are requested to fully compete the applicable Annexure for desludging plant being offered and to cross reference the applicable documentation as REFERENCED in Annexure A to Annexure F for the 8KL, 9KL the 10KL desludging plant in the Northern and Southern regions, AND reference their documentation (certificate of Registration, License Disk, Roadworthy) accordingly.**

## 2. Stage 2: Administrative Evaluation Criteria:

| NO. | REFERENCE TO TENDER DOCUMENT                                                                                      | DESCRIPTION                                                                                                                                                                                                                                                                       | REQUIREMENT                                                                                                                                          |
|-----|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.  | Annexure                                                                                                          | Certificate of Authority or Board Resolution Letter granting authority to sign                                                                                                                                                                                                    | Complete and submit                                                                                                                                  |
| 2.  | MBD 1                                                                                                             | Invitation to Bid Form                                                                                                                                                                                                                                                            | Completed and signed MBD 1 Form.                                                                                                                     |
| 3.  | CSD                                                                                                               | Central Supplier Database Registration                                                                                                                                                                                                                                            | Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.                                                         |
| 4   | MBD 3.1                                                                                                           | Pricing Schedule – Firm Prices (Purchases)                                                                                                                                                                                                                                        | Completed MBD 3.1 Form.                                                                                                                              |
| 5.  | MBD 4                                                                                                             | Declaration of Interest                                                                                                                                                                                                                                                           | Completed and signed MBD 4 Form.                                                                                                                     |
| 6.  | MBD 5                                                                                                             | Declaration of Procurement Above R10m (All Applicable Taxes Included)                                                                                                                                                                                                             | Completed and signed MBD 5 Form.                                                                                                                     |
| 7.  | MBD 6.1                                                                                                           | Preference Points Claim in Terms of The Preferential Procurement Regulations 2022                                                                                                                                                                                                 | Completed and signed MBD 6.1 Form.                                                                                                                   |
|     | MBD 6.1 – Completed and signed by owner of vacuum tankers if Tender owns less than 26% of vacuum tankers offered. | Preference Points Claim in Terms of The Preferential Procurement Regulations 2022                                                                                                                                                                                                 | Completed and signed MBD 6.1 Form.                                                                                                                   |
| 8.  | MBD 8                                                                                                             | Declaration of Bidder's Past Supply Chain Management Practices                                                                                                                                                                                                                    | Completed and signed MBD 8 Form.                                                                                                                     |
| 9.  | MBD 9.                                                                                                            | Certificate of Independent Bid Determination                                                                                                                                                                                                                                      | Completed and signed MBD 9 Form.                                                                                                                     |
| 10. | Annexure – Proof of Specific Goals                                                                                | Refer to documents listed in 4.3 verification documents to be submitted with the tender document                                                                                                                                                                                  | Submit applicable documentation with the tender submission – If not submitted with the tender document points for Specific Goals won't be allocated. |
| 11. | Annexure                                                                                                          | Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear | Submit applicable documentation with the tender submission                                                                                           |

## EVALUATION

| NO. | REFERENCE TO TENDER DOCUMENT | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | REQUIREMENT                                                                                                        |
|-----|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
|     |                              | municipal obligations with your local municipality OR<br>Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document                                                                                                                                                                                                                                                                                  |                                                                                                                    |
| 12. | Annexure                     | Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR<br>Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR<br>Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document. | Submit applicable documentation with the tender submission                                                         |
| 13. | Annexure                     | Occupational Health and Safety Declaration form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Signed Occupational Health and Safety Declaration form                                                             |
| 14. | Annexure                     | Joint Venture, Consortium, or equivalent agreement– if applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Joint Venture, Consortium, or equivalent agreement signed showing percentage ownership of parties – if applicable. |

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals.

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.

## EVALUATION

### 3.Stage 3 Functionality Evaluation Criteria:

The total Weighting is 100 and the Minimum Qualifying Score is 60.

The following aspects will be considered during the functional evaluation:

| TENDERER'S EXPERIENCE AND EXPERIENCE OF KEY PERSONNEL |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                             |           |       |
|-------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|
| CRITERIA NO.                                          | CRITERIA                                                                                                                                                                                                                                                       | EVIDENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SUB-CRITERIA/CLAUSE                                                                                                                                                                                                         | MAX SCORE | SCORE |
| 1                                                     | <b>TENDERER'S EXPERIENCE</b><br><br>The Tenderer (Company) is required to have experience where desludging services of ventilated improved pit latrines (VIP's) or conservancy/septic tanks using vacuum tankers or honey suckers was carried out successfully | The Tenderer (Company) must provide relevant reference letter(s) with proof that they have experience where desludging services of ventilated improved pit latrines (VIP's) or conservancy/septic tanks using vacuum tankers or honey suckers was carried out successfully.<br><br><i>This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria. The Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.</i> | <b>Experience where desludging services of ventilated improved pit latrines (VIP's) or conservancy/septic tanks using vacuum tankers or honey suckers was carried out successfully. Total combined years of experience.</b> | 100       |       |
|                                                       |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Less than 2 years                                                                                                                                                                                                           |           | 0     |
|                                                       |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2 years and more but less than 5 years                                                                                                                                                                                      |           | 60    |
|                                                       |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 5 years or more                                                                                                                                                                                                             |           | 100   |
| MINIMUM QUALIFYING SCORE                              |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                             | 60        |       |
| TOTAL                                                 |                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                             | 100       |       |

**Note:** It is the Tenderer's responsibility to ensure that the Contactable Reference is contactable. A reference check with the Tenderer's reference will be done for the Tenderers that have scored the minimum qualifying score. The Contactable Reference will have 5 working days from time of request by Johannesburg Water to confirm, in writing, the information on the Contactable Reference letter. Failure to confirm the reference by the Tenderer's reference contact within the stipulated time will result in the points for contactable reference not being allocated to the Tenderer.

## EVALUATION

### 4. Stage 4 Price and Preference Points Evaluation:

#### 4.1 Pricing

The following aspects will be considered in the financial offer:

- a) Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- b) Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.
- c) The tender will be evaluated on the 90/10 or 80/20 preference system.

Refer to Pricing Schedule to complete the pricing.

#### 4.2 The maximum preference points for this bid are allocated as follows:

|                                                  | POINTS     | POINTS     |
|--------------------------------------------------|------------|------------|
| <b>PRICE</b>                                     | 90         | 80         |
| <b>SPECIFIC GOALS</b>                            | 10         | 20         |
| <b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b> | <b>100</b> | <b>100</b> |

#### Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

#### Race:

- I. Ownership by black people
- II. Black Designated Group:

Ownership by black people that are unemployed.

Ownership by black people who are youth.

Ownership by black people living in rural or underdeveloped areas or townships.



## **EVALUATION**

- Ownership by black people with disabilities.
- Ownership by black people who are military veterans.
- Cooperative owned by black people.

### **Gender:**

- III. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African.

### **Disability:**

- IV. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.

Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,

### **Local Manufacture:**

- I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth.

### **Locality:**

- I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:
  - Promotion of enterprises located in the Gauteng Province.
  - Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G).
  - Promotion of enterprises located in the City of Johannesburg municipality.
  - Promotion of enterprises located rural or underdeveloped areas or townships.

### **QSE**

- I. Promotion of procurement from QSE's that are black owned.

### **EME:**

- I. Promotion of procurement from EME's that are black own.

### **SUB-CONTRACTING:**

Promotion of sub-contracting to a company owned by Historically Disadvantaged Individuals (HDI) individuals.

### **JOINT VENTURE, CONSORTIUM OR EQUIVALENT:**

For Joint Venture Agreements, Consortiums or equivalent, the agreement must show

## EVALUATION

percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.4 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.

Documentation to be provided:

- JV, Consortium, or equivalent agreement
- Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid
- JV, Consortium, or equivalent agreement to contain percentage ownership which will be used to determine the proportional points for specific goals.

**Table Specific Goals 1:**

| The specific goals allocated points in terms of this tender            | Number of points allocated (90/10 system) | Number of points allocated (80/20 system) |
|------------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Business owned by 51% or more - <b>Black People</b>                    | 4                                         | 8                                         |
| Business owned by 51% or more by <b>black people who are youth.</b>    | 2                                         | 4                                         |
| Owned by 51% or more by people who are <b>women.</b>                   | 2                                         | 4                                         |
| Businesses owned by 51% or more- <b>black People with Disabilities</b> | 2                                         | 4                                         |
| <b>TOTAL</b>                                                           | <b>10</b>                                 | <b>20</b>                                 |

## EVALUATION

### 4.3 The following verification documents must be submitted with the tender document:

| SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY                     | MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Business owned by 51% or more - <b>Black People</b>                 | <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.</li> </ul>                                                                                                               |
| Business owned by 51% or more – <b>Black Youth</b>                   | <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath."</li> </ul>                                                                                                                                                                           |
| Business owned by 51% or more- <b>Women</b>                          | <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR</li> <li>CIPC registration document showing percentage of ownership and share certificate where applicable</li> </ul> |
| Business owned by 51% or more- <b>Black People with Disabilities</b> | <ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and</li> <li>Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability.</li> </ul>           |

### 4.4 The following are the requirements for the Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:

| Affidavit Prescribed Formats                                        | Category       | Financial Threshold    |
|---------------------------------------------------------------------|----------------|------------------------|
| <b>Generic Enterprises</b>                                          |                |                        |
|                                                                     | BO QSE         | Between R10m and R50m  |
|                                                                     | BO EME         | Less than R10m         |
| <b>Sector Specific Enterprises</b>                                  |                |                        |
|                                                                     | BO QSE         | Between R10m and R50m  |
|                                                                     | BO EME         | Less than R10m         |
| <b>Construction Sector Code</b>                                     |                |                        |
|                                                                     | EME Contractor | Less than R3m          |
|                                                                     | BO EME BEP     | Less than R1.8m        |
| <b>Financial Sector Code</b>                                        |                |                        |
|                                                                     | BO QSE         | Between R10m and R50m  |
|                                                                     | BO EME         | Less than R10m         |
| <b>Information Communication Technology Sector Code (ICT)</b>       |                |                        |
|                                                                     | BO QSE         | Between R10m and R50m  |
|                                                                     | BO EME         | Less than R10m         |
| <b>Marketing, Advertising &amp; Communication Sector Code (MAC)</b> |                |                        |
| > Public Relations                                                  | BO QSE         | Between R5m and R10m   |
| > Marketing, Advertising & Communications                           | BO EME         | Less than R5m          |
| <b>Property Sector Code</b>                                         |                |                        |
| > Service-based                                                     | BO QSE         | Between R5m and R10m   |
|                                                                     | EME            | Less than R5m          |
| > Agency-based                                                      | BO QSE         | Between R2.5m and R35m |
| > Asset-based                                                       | EME            | Less than R2.5m        |

### EVALUATION

|                                |        |                        |
|--------------------------------|--------|------------------------|
|                                | BO QSE | Between R80m and R400m |
| <b>Tourism Sector Code</b>     |        |                        |
|                                | BO QSE | Between R5m and R45m   |
|                                | BO EME | Less than R5m          |
| <b>Specialised Enterprises</b> |        |                        |
|                                | BO QSE | Between R10m and R50m  |
|                                | BO EME | Less than R10m         |

#### 4.5 Requirements for a valid BBBEE Certificate

- Copy of a certified valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- Bidders who do NOT qualify as EME's and QSE's as outlined in 4.4, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.

Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. i.e.

- The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.
- Copy of certified copies will not be accepted.

N.B. A tenderer failing to submit proof of specific goals claimed as per 4.3 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

#### 4.6 Award and Allocation Strategy:

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AWARD STRATEGY</b>      | <p>The intention is to award to the highest preference ranking Tenderer in terms of Specific Goals and price per area to one or more Tenderers based on JW's capacity requirements per area and objective criteria. Please refer to allocation strategy for the objective criteria</p> <p>The intention is to also award to the highest-ranking Tenderer in terms of Specific Goals and price for the additional desludging plant in the Northern and Southern regions.</p> <p>Johannesburg Water (JW) reserves the right to negotiate the rates to ensure that the estimated values at award stage are within available funds and are cost effective.</p> |
| <b>ALLOCATION STRATEGY</b> | <b>Objective Criteria: Capacity, risk management and increasing competition in the market for future tenders by giving more suppliers opportunities in this tender.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## EVALUATION

- Tenderer that has demonstrated that they have fully met Johannesburg Water's (JW)'s capacity requirements per area and are the highest preference ranking Tenderer in terms of Specific Goals and price will be allocated the area.
- Tenderers will only be allocated one area irrespective of being the highest preference-ranking Tenderer in other areas, **unless** JW cannot allocate an area to another Tenderer in which case, JW can then allocate more than one areas to a Tenderer that has demonstrated that they have fully met JW capacity requirements for that area and is the highest scoring Tenderer in that area.
- In the Pricing Schedule, the Tenderer is to rank their preferred area 1 – 5 if tendering for more than one area and if the Tenderer is the highest preference ranking tenderer in more than one area, the Tenderer's preferred area will be used to determine which area to allocate to the Tenderer.
- Johannesburg Water therefore reserves the right to award an area to a Tenderer that is not the highest preference-ranking Tenderer if the highest preference – ranking Tenderer has been awarded another area in order to satisfy objective criteria.
- In situations where there is no acceptable tenderer that can meet Johannesburg Water's full estimated requirements in an area, the area may be partially allocated to tenderers that have not been allocated an entire area. The partial allocation will be made to the highest-ranking Tenderer in terms of Specific Goals and price, that has tendered for that area, the difference or shortfall will be partially allocated to the next highest-ranking Tenderer until Johannesburg Water's capacity requirements are met. If Johannesburg Water is unable to partially allocate that area, the partial allocation will be made to a Tenderer that has already be allocated an area or areas if the Tenderer is the subsequent highest-ranking Tenderer in that area. This will also be applicable during the duration of contract in cases where the contractor is unable to meet requirements or perform, in which case, desludging plant under additional desludging plant may be allocated to perform the service.
- Any Tenderer can tender for the additional capacity and allocation will be in terms of the highest-ranking tenderer in terms of price and specific goals. Indication to be made under price schedule. If the Tenderer is unable to mobilize within 7 days of notice, JW reserves the right to make the allocation to the subsequent highest scoring tender until JW's additional capacity requirements are met.
- In a case where the highest scoring Tenderer is leasing their desludging plant and the desludging plant have already been allocated to a Tenderer that scored higher in terms of price and Specific Goals and was therefore allocated or partially allocated an area. JW will test for capacity of the Tenderer by determining if did the Tenderer submit alternative documentation for the capacities offered. If the Tenderer did submit alternate documentation, the capacities that still need to be allocated will then be allocated to the Tenderer. If capacity can't be proved, the allocation will be allocated to the subsequent Tenderer as explained above or until JW's requirements can be met and capacity is demonstrated by the Tenderer. Although the

## EVALUATION

additional desludging plant is estimated at 5 in the Northern region and 5 in the Southern region, Tenderer's may offer more than that number and provide the relevant mandatory documentation to be considered for more than the required estimated quantity of desludging plant.

- To ensure value for money / cost effectiveness, Johannesburg Water will negotiate prices/rates with Tenderers that are recommended and with the recommended Tenderers that were not the highest-ranking tenderer for market related rates, and JW reserves the right to standardize the rates or agree on rates that are within JW acceptable variance using JW Benchmark rates and processes that will ensure that contracted rates and therefore estimated costs are within available funds. The contracted rates may not be higher than the rates tendered by the tenderer.
- With the outcome of the negotiations, if the Tenderer and JW are unable to come to a negotiated agreement, JW reserves the right to not consider their offer and then move on to the next ranked tenderer to negotiate with them. The cycle will continue until JW's requirements are met for each area. If the negotiations do not result in an agreement, meaning rates offered make the recommended award to be above available funds, JW reserves the right to award the area or outstanding capacities to a Tenderer that has already been allocated an area if that Tenderer is cost effective or cancel and restart the process due to insufficient funding.



a world class African city

## ANNEXURE A

## EVALUATION



### COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED NORTHERN REGION

| Name of Tenderer                 |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
|----------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|---------------------------------------|-----------------------------|--|
| Tender Description:              |                               | Provision of desludging services of ventilated improved pit latrines (vips) or conservancy/septic tanks using vacuum tankers or honey suckers on an “as and when” required basis for a period of thirty-six (36) months. |                                                      |                                         |                                       |                             |  |
| Description of Plant             |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Offered Plant Documentation: 8KL |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| REFERENCE NUMBER                 | NORMAL OR ADDITIONAL CAPACITY | DESCRIPTION OF PLANT OFFERED (CAPACITY)                                                                                                                                                                                  | PROOF OF REGISTRATION CERTIFICATE SUBMITTED (YES/NO) | PROOF OF VALID LICENCE DISC EXPIRY DATE | PROOF OF VALID ROADWORTHY EXPIRY DATE | OWNED OR LEASED (YES OR NO) |  |
| Ref8- N1                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N2                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N3                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N4                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 5                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 6                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 7                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 8                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 9                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 10                       |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 11                       |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 12                       |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |
| Ref8- N 13                       |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |  |

### EVALUATION

|            |  |  |  |  |  |  |
|------------|--|--|--|--|--|--|
| Ref8- N 14 |  |  |  |  |  |  |
| Ref8- N 15 |  |  |  |  |  |  |
| Ref8- N 16 |  |  |  |  |  |  |
| Ref8- N 17 |  |  |  |  |  |  |
| Ref8- N 18 |  |  |  |  |  |  |
| Ref8- N 19 |  |  |  |  |  |  |
| Ref8- N 20 |  |  |  |  |  |  |
| Ref8- N 21 |  |  |  |  |  |  |
| Ref8- N 22 |  |  |  |  |  |  |
| Ref8- N 23 |  |  |  |  |  |  |
| Ref8- N 24 |  |  |  |  |  |  |
| Ref8- N 25 |  |  |  |  |  |  |
| Ref8- N 26 |  |  |  |  |  |  |

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>TOTAL NUMBER OF DESLUDGING PLANT OFFERED EXCLUDING ADDITIONAL DESLUDGING PLANT</b> |  |
| <b>TOTAL NUMBER OF ADDITIONAL DESLUDGING PLANT</b>                                    |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT OWNED</b>                                         |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT LEASED</b>                                        |  |
| <b>PERCENTAGE OF DESLUDGING PLANT OWNED</b>                                           |  |

**Note 1:** The tenderer must complete the above for each vacuum tanker. This checklist will also be used by the evaluators when conducting the mandatory evaluation for ease of evaluation.

**Note 2:** The completion of the checklist is not a disqualifying factor.





a world class African city

## ANNEXURE B

## EVALUATION



### COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED FOR NORTHERN REGION

| <b>Name of Tenderer</b>                  |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
|------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------|----------------------------------------------|-----------------------------------|
| <b>Tender Description:</b>               |                                      | Provision of desludging services of ventilated improved pit latrines (vips) or conservancy/septic tanks using vacuum tankers or honey suckers on an “as and when” required basis for a period of thirty-six (36) months. |                                                             |                                                |                                              |                                   |
| <b>Description of Plant</b>              |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| <b>Offered Plant Documentation: 9 KL</b> |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| <b>Reference Number</b>                  | <b>Normal or Additional Capacity</b> | <b>Description of offered plant (Capacity)</b>                                                                                                                                                                           | <b>Proof of Registration Certificate submitted (Yes/No)</b> | <b>Proof of Valid licence disc Expiry Date</b> | <b>Proof of Valid Roadworthy Expiry Date</b> | <b>Owned or Leased (Yes / No)</b> |
| Ref9- N 1                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 2                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 3                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 4                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 5                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 6                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 7                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 8                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 9                                |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 10                               |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 11                               |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 12                               |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |
| Ref9- N 13                               |                                      |                                                                                                                                                                                                                          |                                                             |                                                |                                              |                                   |



a world class African city



## EVALUATION

|            |  |  |  |  |  |  |
|------------|--|--|--|--|--|--|
| Ref9- N 14 |  |  |  |  |  |  |
| Ref9- N 15 |  |  |  |  |  |  |
| Ref9- N 16 |  |  |  |  |  |  |
| Ref9- N 17 |  |  |  |  |  |  |
| Ref9- N 18 |  |  |  |  |  |  |
| Ref9- N 19 |  |  |  |  |  |  |
| Ref9- N 20 |  |  |  |  |  |  |
| Ref9- N 21 |  |  |  |  |  |  |
| Ref9- N 22 |  |  |  |  |  |  |
| Ref9- N 23 |  |  |  |  |  |  |
| Ref9- N 24 |  |  |  |  |  |  |
| Ref9- N 25 |  |  |  |  |  |  |
| Ref9- N26  |  |  |  |  |  |  |

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>TOTAL NUMBER OF DESLUDGING PLANT OFFERED EXCLUDING ADDITIONAL DESLUDGING PLANT</b> |  |
| <b>TOTAL NUMBER OF ADDITIONAL DESLUDGING PLANT</b>                                    |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT OWNED</b>                                         |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT LEASED</b>                                        |  |
| <b>PERCENTAGE OF DESLUDGING PLANT OWNED</b>                                           |  |

**Note 1:** The tenderer must complete the above for each vacuum tanker. This checklist will also be used by the evaluators when conducting the mandatory evaluation for ease of evaluation.

**Note 2:** The completion of the checklist is not a disqualifying factor.

ANNEXURE C

COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED NORTHERN REGION

| Name of Tenderer                   |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
|------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|---------------------------------------|-----------------------------|
| Tender Description:                |                               | Provision of desludging services of ventilated improved pit latrines (vips) or conservancy/septic tanks using vacuum tankers or honey suckers on an “as and when” required basis for a period of thirty-six (36) months. |                                                      |                                         |                                       |                             |
| Description of Plant               |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Offered Plant Documentation: 10 KL |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Reference Number                   | Normal or Additional Capacity | Description of plant offered (Capacity)                                                                                                                                                                                  | Proof of Registration Certificate submitted (Yes/No) | Proof of Valid licence disc Expiry Date | Proof of Valid Roadworthy Expiry Date | Owned or Leased (Yes or No) |
| Ref10- N1                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N2                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N3                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N4                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N5                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N6                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N7                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N8                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N9                          |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N10                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N11                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N12                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N13                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- N14                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |

## EVALUATION

|            |  |  |  |  |  |  |
|------------|--|--|--|--|--|--|
| Ref10- N15 |  |  |  |  |  |  |
| Ref10- N16 |  |  |  |  |  |  |
| Ref10- N17 |  |  |  |  |  |  |
| Ref10- N18 |  |  |  |  |  |  |
| Ref10- N19 |  |  |  |  |  |  |
| Ref10- N20 |  |  |  |  |  |  |
| Ref10- N21 |  |  |  |  |  |  |
| Ref10- N22 |  |  |  |  |  |  |
| Ref10- N23 |  |  |  |  |  |  |
| Ref10- N24 |  |  |  |  |  |  |
| Ref10- N25 |  |  |  |  |  |  |
| Ref10- N26 |  |  |  |  |  |  |

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>TOTAL NUMBER OF DESLUDGING PLANT OFFERED EXCLUDING ADDITIONAL DESLUDGING PLANT</b> |  |
| <b>TOTAL NUMBER OF ADDITIONAL DESLUDGING PLANT</b>                                    |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT OWNED</b>                                         |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT LEASED</b>                                        |  |
| <b>PERCENTAGE OF DESLUDGING PLANT OWNED</b>                                           |  |

**Note 1:** The tenderer must complete the above for each vacuum tanker. This checklist will also be used by the evaluators when conducting the mandatory evaluation for ease of evaluation.

**Note 2:** The completion of the checklist is not a disqualifying factor.

ANNEXURE D

COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED FOR SOUTHERN REGION

| Name of Tenderer                 |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
|----------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|---------------------------------------|-----------------------------|
| Tender Description:              |                               | Provision of desludging services of ventilated improved pit latrines (vips) or conservancy/septic tanks using vacuum tankers or honey suckers on an “as and when” required basis for a period of thirty-six (36) months. |                                                      |                                         |                                       |                             |
| Description of Plant             |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Offered Plant Documentation: 8KL |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Reference Number                 | Normal or Additional Capacity | Description of offered plant (Capacity)                                                                                                                                                                                  | Proof of Registration Certificate submitted (Yes/No) | Proof of Valid licence disc Expiry Date | Proof of Valid Roadworthy Expiry Date | Owned or Leased (Yes or No) |
| Ref8- S1                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S2                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S3                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S4                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S5                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S6                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S7                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S8                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S9                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S10                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S11                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S12                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S13                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref8- S14                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |

## EVALUATION

|           |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|
| Ref8- S15 |  |  |  |  |  |  |
| Ref8- S16 |  |  |  |  |  |  |
| Ref8- S17 |  |  |  |  |  |  |
| Ref8- S18 |  |  |  |  |  |  |
| Ref8- S19 |  |  |  |  |  |  |
| Ref8- S20 |  |  |  |  |  |  |
| Ref8- S21 |  |  |  |  |  |  |
| Ref8- S22 |  |  |  |  |  |  |
| Ref8- S23 |  |  |  |  |  |  |
| Ref8- S24 |  |  |  |  |  |  |
| Ref8- S25 |  |  |  |  |  |  |
| Ref8- S26 |  |  |  |  |  |  |

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>TOTAL NUMBER OF DESLUDGING PLANT OFFERED EXCLUDING ADDITIONAL DESLUDGING PLANT</b> |  |
| <b>TOTAL NUMBER OF ADDITIONAL DESLUDGING PLANT</b>                                    |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT OWNED</b>                                         |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT LEASED</b>                                        |  |
| <b>PERCENTAGE OF DESLUDGING PLANT OWNED</b>                                           |  |

**Note 1:** The tenderer must complete the above for each vacuum tanker. This checklist will also be used by the evaluators when conducting the mandatory evaluation for ease of evaluation.

**Note 2:** The completion of the checklist is not a disqualifying factor.

COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED FOR SOUTHERN REGION

ANNEXURE E

| Name of Tenderer                 |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
|----------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|---------------------------------------|-----------------------------|
| Tender Description:              |                               | Provision of desludging services of ventilated improved pit latrines (vips) or conservancy/septic tanks using vacuum tankers or honey suckers on an “as and when” required basis for a period of thirty-six (36) months. |                                                      |                                         |                                       |                             |
| Description of Plant             |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Offered Plant Documentation: 9KL |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Reference Number                 | Normal or Additional Capacity | Description of offered plant (Capacity)                                                                                                                                                                                  | Proof of Registration Certificate submitted (Yes/No) | Proof of Valid licence disc Expiry Date | Proof of Valid Roadworthy Expiry Date | Owned or Leased (Yes or No) |
| Ref9- S1                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S2                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S3                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S4                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S5                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S6                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S7                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S8                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S9                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S10                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S11                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S12                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S13                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref9- S14                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |

## EVALUATION

|           |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|
| Ref9- S15 |  |  |  |  |  |  |
| Ref9- S16 |  |  |  |  |  |  |
| Ref9- S17 |  |  |  |  |  |  |
| Ref9- S18 |  |  |  |  |  |  |
| Ref9- S19 |  |  |  |  |  |  |
| Ref9- S20 |  |  |  |  |  |  |
| Ref9- S21 |  |  |  |  |  |  |
| Ref9- S22 |  |  |  |  |  |  |
| Ref9- S23 |  |  |  |  |  |  |
| Ref9- S24 |  |  |  |  |  |  |
| Ref9- S25 |  |  |  |  |  |  |
| Ref9- S26 |  |  |  |  |  |  |

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>TOTAL NUMBER OF DESLUDGING PLANT OFFERED EXCLUDING ADDITIONAL DESLUDGING PLANT</b> |  |
| <b>TOTAL NUMBER OF ADDITIONAL DESLUDGING PLANT</b>                                    |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT OWNED</b>                                         |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT LEASED</b>                                        |  |
| <b>PERCENTAGE OF DESLUDGING PLANT OWNED</b>                                           |  |

**Note 1:** The tenderer must complete the above for each vacuum tanker. This checklist will also be used by the evaluators when conducting the mandatory evaluation for ease of evaluation.

**Note 2:** The completion of the checklist is not a disqualifying factor.



COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED FOR SOUTHERN REGION

ANNEXURE F

| Name of Tenderer                  |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
|-----------------------------------|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-----------------------------------------|---------------------------------------|-----------------------------|
| Tender Description:               |                               | Provision of desludging services of ventilated improved pit latrines (vips) or conservancy/septic tanks using vacuum tankers or honey suckers on an "as and when" required basis for a period of thirty-six (36) months. |                                                      |                                         |                                       |                             |
| Description of Plant              |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Offered Plant Documentation: 10KL |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Reference Number                  | Normal or Additional Capacity | Description of offered plant (Capacity)                                                                                                                                                                                  | Proof of Registration Certificate submitted (Yes/No) | Proof of Valid licence disc Expiry Date | Proof of Valid Roadworthy Expiry Date | Owned or Leased (Yes or No) |
| Ref10- S1                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S2                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S3                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S4                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S5                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S6                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S7                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S8                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S9                         |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S10                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S11                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S12                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S13                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |
| Ref10- S14                        |                               |                                                                                                                                                                                                                          |                                                      |                                         |                                       |                             |

## EVALUATION

|            |  |  |  |  |  |  |
|------------|--|--|--|--|--|--|
| Ref10- S15 |  |  |  |  |  |  |
| Ref10- S16 |  |  |  |  |  |  |
| Ref10- S17 |  |  |  |  |  |  |
| Ref10- S18 |  |  |  |  |  |  |
| Ref10- S19 |  |  |  |  |  |  |
| Ref10- S20 |  |  |  |  |  |  |
| Ref10- S21 |  |  |  |  |  |  |
| Ref10- S22 |  |  |  |  |  |  |
| Ref10- S23 |  |  |  |  |  |  |
| Ref10- S24 |  |  |  |  |  |  |
| Ref10- S25 |  |  |  |  |  |  |
| Ref10- S26 |  |  |  |  |  |  |

|                                                                                       |  |
|---------------------------------------------------------------------------------------|--|
| <b>TOTAL NUMBER OF DESLUDGING PLANT OFFERED EXCLUDING ADDITIONAL DESLUDGING PLANT</b> |  |
| <b>TOTAL NUMBER OF ADDITIONAL DESLUDGING PLANT</b>                                    |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT OWNED</b>                                         |  |
| <b>TOTAL NUMBER OF DESLUDGING PLANT LEASED</b>                                        |  |
| <b>PERCENTAGE OF DESLUDGING PLANT OWNED</b>                                           |  |

**Note 1:** The tenderer must complete the above for each vacuum tanker. This checklist will also be used by the evaluators when conducting the mandatory evaluation for ease of evaluation.

**Note 2:** The completion of the checklist is not a disqualifying factor.

## 16. Pricing Instructions

### General Pricing Instructions:

- a) All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended. VAT will be shown separately on the Pricing Schedule/s and included in the total.
- b) All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all unconditional discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- c) A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.
- d) Should the contract be based on firm prices, no adjustment of prices will be made for the duration of the contract.
- e) Should the contract be based on non-firm prices, price adjustment request including supporting documentation must be sent to JW at least 30 days before agreed adjustment interval. The agreed formula in the Pricing Adjustment formula will form the basis of the negotiation.
- f) Unconditional discounts will be taken into account for evaluation purposes but conditional discounts will not be taken into account for evaluation purposes.
- g) Estimated quantities provided in the Scope of Work are purely for evaluation purposes only and does not provide any indication of the required quantities of product/s for the duration of the contract by JW and does not provide any guarantee to the contractor whatsoever in terms of quantities required. Pricing for any additional work that may arise on the project, outside of the defined Scope of Works, will be as per price in the pricing schedule of additional work, but written approval will still be required before any additional work is carried out by the Contractor.
- h) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- i) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Acknowledgement of Bid Conditions in regard to arithmetical errors and alterations, and the handling thereof.
- j) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer.
- k) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- l) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- m) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- n) Any changes to the pricing schedule on the issued tender document will result in elimination, the Tenderer can however indicate in the qualifications any alternatives that they might want to offer.
- o) Pricing in full for rates-based rates contract, the tenderer must price for year 1, year 2 and year 3.

### Alterations

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

Where the tender award strategy is to evaluate and award per item or category, the following must apply:

- (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified
- (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

Where the tender award strategy is to evaluate and award total bid offer, the following must apply:

#### PRICING DATA

- (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
- (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
- (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.

Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:

- (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.

**NOTE:** Failure to adhere to the pricing instructions may lead to your tender being disqualified.

## PRICING DATA

### 17. Pricing Schedule

#### AREA TO BE TENDERED FOR

The Tenderer (Company) must indicate the area which they will be willing to render the services of transporting and delivery of desludging plant for by indicating the preferred area in terms of ranking from 1-5 below and indicating if the Tenderer will also tender for the additional capacity:

| AREA NUMBER                      | PREFERRED REGION                     | RANKING IN TERMS OF 1 TO 5<br>OR<br>YES OR NO FOR ADDITIONAL CAPACITY PER REGION |
|----------------------------------|--------------------------------------|----------------------------------------------------------------------------------|
| 1.                               | Hamburg / Randburg                   |                                                                                  |
| 2.                               | Midrand                              |                                                                                  |
| 3.                               | JHB Central (Langlaagte & Southdale) |                                                                                  |
| 4.                               | Ennerdale (Deep South)               |                                                                                  |
| 5.                               | Soweto (Klipspruit & Avalon)         |                                                                                  |
| Additional Capacity in the North | Additional Capacity in the North     |                                                                                  |
| Additional Capacity in the South | Additional Capacity in the South     |                                                                                  |

## PRICING DATA

The Service Provider shall only claim rates / fees payable in terms of the pricing schedule below:

### AS AND WHEN REQUIRED – RATES

#### AREA 1: HAMBURG / RANDBURG

##### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             |                 | R                             | R                             | R               | R                             |

##### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             |                 | R                             | R                             | R               | R                             |

##### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             |                 | R                             | R                             | R               | R                             |

## PRICING DATA

### AREA 2: MIDRAND

#### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

## PRICING DATA

### AREA 3: JHB CENTRAL (LANGLAAGTE & SOUTHDALE)

#### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |



## PRICING DATA

### AREA 4: ENNERDALE (DEEP SOUTH)

#### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

## PRICING DATA

### AREA 5: SOWETO (KLIPSPRUIT & AVALON)

#### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

## PRICING DATA

### ADDITIONAL CAPACITY IN THE NORTH

#### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

## PRICING DATA

### ADDITIONAL CAPACITY IN THE SOUTH

#### Year 1

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 2

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

#### Year 3

| Description<br>(capacity of<br>desludging<br>plant) | Unit of<br>Measure<br>(Rate per) | Normal Time                   |                 |                               | Overtime                      |                 |                               |
|-----------------------------------------------------|----------------------------------|-------------------------------|-----------------|-------------------------------|-------------------------------|-----------------|-------------------------------|
|                                                     |                                  | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT | Unit Rate<br>(R)<br>Excl. VAT | VAT<br>@<br>15% | Unit Rate<br>(R)<br>Excl. VAT |
| Desludging Plant<br>8KL to 10KL                     | Hour                             | R                             | R               | R                             | R                             | R               | R                             |

**PRICING DATA  
AVAILABILITY OF RESOURCES**

| Area Number                      | Region                               | Categories  | Number of desludging plant offered by the Tenderer |
|----------------------------------|--------------------------------------|-------------|----------------------------------------------------|
| 1.                               | Hamburg / Randburg                   | 8kl to 10kl |                                                    |
| 2.                               | Midrand                              | 8kl to 10kl |                                                    |
| 3.                               | JHB Central (Langlaagte & Southdale) | 8kl to 10kl |                                                    |
| 4.                               | Ennerdale (Deep South)               | 8kl to 10kl |                                                    |
| 5.                               | Soweto (Klipspruit & Avalon)         | 8kl to 10kl |                                                    |
| Additional Capacity in the North | Additional Capacity in the North     | 8kl to 10kl |                                                    |
| Additional Capacity in the North | Additional Capacity in the Southern  | 8kl to 10kl |                                                    |

**\*Desludging plant = vacuum tankers or honey sucker**

**Note 1:** It must be noted that the requirements needed for the capacities is not for commitment of desludging plant from the Tenderer for the duration of the contract. The numbers are required to serve as an assessment for the Tenderers' available resources and they also serve as an indication for JW to determine which area the Tenderer will be bidding for and allocated by Johannesburg Water.

**Note 2:** Assurance must be made that the desludging plant offered are in line with the specification as outlined on the Scope of Work: Description of Plant

**Note 3:** The tenderer is to note that the desludging plant offered will have to be made available from the date of appointment or within 21 days. For the additional vacuum tankers, vacuum tankers must be available within 7 days of notice.

**SIGNATURE(S)OF AUTHORIZED PERSON .....**  
**NAME OF BIDDER .....**  
**NAME OF AUTHORIZED PERSON IN BLOCK LETTERES .....**  
**BID NUMBER: .....**

**18. Contactable Reference Letter**

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 004/23 PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**Name of tenderer:** .....

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

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

**Date of goods / services provided**

**Start date:** ...../...../.....

**End date:** ...../...../.....

**Was their performance satisfactory?**

**Yes / No\***

**Signature:** ..... **Date:** .....

**Telephone:** ..... **Email:** .....

**Name of Client Company** .....

**Name of Reference Completing this Letter**.....

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



a world class African city



## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 004/23 PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

Name of tenderer: .....

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

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

### Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Was their performance satisfactory?

Yes / No\*

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

Telephone: ..... Email: .....

Name of Client Company .....

Name of Reference Completing this Letter.....

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



## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 004/23 PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

**Name of tenderer:** .....

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

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

### Date of goods / services provided

**Start date:** ...../...../.....

**End date:** ...../...../.....

**Was their performance satisfactory?**

**Yes / No\***

**Signature:** ..... **Date:** .....

**Telephone:** ..... **Email:** .....

**Name of Client Company** .....

**Name of Reference Completing this Letter**.....

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



a world class African city

## CONTACTABLE REFERENCE



To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 004/23 PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

Name of tenderer: .....

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

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

### Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Was their performance satisfactory?

Yes / No\*

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

Telephone: ..... Email: .....

Name of Client Company .....

Name of Reference Completing this Letter.....

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

## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 004/23 PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

Name of tenderer: .....

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

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

### Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Was their performance satisfactory?

Yes / No\*

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

Telephone: ..... Email: .....

Name of Client Company .....

Name of Reference Completing this Letter.....

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

## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to tender **JW OPS 004/23 PROVISION OF DESLUDGING SERVICES OF VENTILATED IMPROVED PIT LATRINES (VIPS) OR CONSERVANCY/SEPTIC TANKS USING VACUUM TANKERS OR HONEY SUCKERS ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.**

Name of tenderer: .....

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

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

### Date of goods / services provided

Start date: ...../...../.....

End date: ...../...../.....

Was their performance satisfactory?

Yes / No\*

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

Telephone: ..... Email: .....

Name of Client Company .....

Name of Reference Completing this Letter.....

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

## 19. Special Conditions:

### GENERAL:

**NB:** The attention of the tenderer is drawn to the fact that General Conditions of Contract 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 authorized representative.
- 1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
- 1.4 "Manager" shall mean the JW Regional Manager of one of the six regions or his authorized representative.

### 2. PRICE:

- 1.5 "Plant" shall mean vacuum tanker
- 2.1 All prices shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
- 2.2 All alterations must be authenticated with a signature or initialed by the authorized signatory. Failure to comply with this requirement will render the tender liable for rejection on grounds of being incomplete.
- 2.3 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.
- 2.4 A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.

### 3. CONTRACT PRICE ADJUSTMENT

- 3.1 The prices for items quoted for must be firm with escalations already factored in.

### 4. SURETY BOND:

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

### 5. COMPLIANCE WITH LEGISLATION:

- 5.1 The Contractor shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations Specified therein.
- 5.2 The Contractor shall comply with all the requirements prescribed in the technical specification, unless otherwise stated.

### 6. SAFETY:

- 6.1 Without derogation from the generality of Clause 5.1, or from any other Provision of this contract, the Contractor shall comply in all respects with the safety and other requirements of the Occupational Health Safety Act 85 of 1993 and the regulations applicable.
- 6.2 Successful tenderers will be required to compile and submit a Health and Safety File for approval by the JW OHS Department prior to commencement of the contract.
- 6.3 For all employees appointed, the service provider will be expected to provide full Personal Protective Equipment (PPE) required for the execution of the work. The following PPE must be issued as per the stipulated occurrences.

## SPECIAL CONDITIONS

| Description                              | Timeframe                                            |
|------------------------------------------|------------------------------------------------------|
| 2 sets of two-piece work suits           | Once for the duration of the contract unless damaged |
| 2 sets of safety boots                   | Once for the duration of the contract unless damaged |
| 1 set of rainsuit                        | Once for the duration of the contract unless damaged |
| 1 set of gumboots (as and when required) | As and when required                                 |
| Safety gloves                            | 1 set every three months unless damaged              |
| FFP2 respiratory masks                   | New mask daily                                       |

### 7. INSURANCE AND INDEMNIFICATION:

- 7.1 In addition to any insurance required to be held by the Contractor in terms of the Occupational Injuries and Diseases Act no.130 of 1993, the Contractor 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 Contractor hereby agrees to indemnify JW against all claims by third Parties or the Contractor's own employees resulting from the operations carried out by the Contractor under this contract up until the end of the contract.

- 7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993, public indemnity and or all risk insurance must be furnished by the Contractor within 21 days of notification of acceptance of the tender. Proof of renewal or extension of insurance cover must be furnished by the Contractor whenever required by JW.

- 7.3 The Contractor 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 Any insurance required by the tenderer in respect of the units under this contract must be included in the rental charge.

- 7.5 Upon award, the appointed service provider(s) will be required to submit proof of public indemnity insurance and or all risks as outlined on clause 7.1 to 7.3. Furthermore, the insurance must list each desludging plant the service provider will be providing to JW.

### 8. REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER VARIATION AND INDULGENCES:

- 8.1 If the Contractor or any person employed or associated with him or in the case of a Company, a Director or shareholder or person 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 Contractor has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:

- 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 Contractor furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence

## SPECIAL CONDITIONS

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 contractor's indebtedness to JW.

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

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

## 9. DISPUTES:

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

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

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

## 10. SCOPE OF CONTRACT:

10.1 The Contractor shall be required to supply vacuum tanker services as specified in this document as and when required during the full period of the contract within the City of Johannesburg's municipal boundaries on "as and when" required basis for a period of thirty-six (36) months.

10.2 The type of systems to be serviced includes unimproved pit latrines, conservancy tanks, aqua privies and VIPs.

10.3 The contractor in addition to the desludging of the different systems as indicated in 10.2 would also be required to remove all unwanted debri from the pits before desludging commences.

## 11. DURATION:

11.1 The tenure of the contract shall be with effect from the date of signing the contract for a period of thirty-six (36) months.

## 12. QUANTITIES

12.1 The required number of vacuum tankers stated are estimates. The service provider shall be bound to supply whatever quantities of plant that JW will require on an "as and when" required basis during the period of the contract up until the maximum number vacuum tankers found to be compliant during



## SPECIAL CONDITIONS

evaluation.

|                                                                |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>13. TIME AND PLACE OF DELIVERIES</b>                        | 13.1 | Vacuum tanker services may be required anywhere within the of the City of Johannesburg boundaries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>14. REQUIREMENTS:</b>                                       | 14.1 | The service provider(s) shall be required to supply vacuum tanker services as specified in this document as and when required during the full period of the contract within the City of Johannesburg's municipal boundaries.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                                | 14.2 | The type of systems to be serviced includes unimproved pit latrines, conservancy tanks, aqua privies and VIPs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                | 14.3 | The service provider(s) in addition to the desludging of the different systems as indicated would also be required to remove all unwanted debri from the pits before desludging commences.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                                                | 14.4 | All items of plant shall at all times whilst on hire be accompanied by a book, containing in triplicate, daily time sheets. These time sheets shall record the following: <ul style="list-style-type: none"> <li>• Date, name of contractor, make of vehicle, fleet No, registration No, drivers and assistants name, working times," down time", reason for down time, signature of Regional Manager. All time sheets shall be clearly signed by the supervisor in charge of the work and the person so signing shall clearly print his name. JW will be charged on the basis of such daily time sheets, when signed by the Regional Manager.</li> <li>• A copy of such daily time sheets shall be presented to the Regional Manager within 5 working days of the completion of the shift for signature, and if signed shall be deemed to be accepted by him. Should the Regional Manager refuse to accept the time sheet figures he shall notify the contractor within 2 working days of his refusal and also of his reasons therefore. The contractor must give an explanation to the satisfaction of the Regional Manager within 7 working days of such notification, failing which penalties in terms of Clause 5.2 may be applied.</li> </ul> |
| <b>15. ADJUDICATION OF TENDERS:</b>                            | 15.1 | 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 Contractor. The scope of supply may be split between Contractors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                |      | JW will inspect offered plant by the tenderers for the purpose of adjudication.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>16. ACCEPTANCE OF TENDER:</b>                               | 16.1 | A valid and binding contract shall be concluded at the time that the Contractor signs an official Contract Document at the offices of JW after the Contractor is in possession of the letter of acceptance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>17. PERMITS AND COMPLIANCE WITH REGULATION AND BY-LAWS:</b> | 17.1 | The Contractor shall apply for and obtain any permits, licenses, certificates, permissions or exemptions which may be required for and in connection with the entry and use of the plant on the site.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                                                                | 17.2 | All items of plant tendered for must conform to the requirements of the Road Traffic Act No 29 of 1989 and Regulations as amended, where applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                                                | 17.3 | All abnormal load permits must be obtained and kept up to date by the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                | 17.4 | Without derogation from the generality of Clause 18.2 or from any other provisions of this contract, the Contractor shall at all times during the contract, at his own expense ensure that all plant and operators and attendants used for the purposes of the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act No 85 of 1993,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



## SPECIAL CONDITIONS

and the Regulations applicable thereto.

17.5 The Service Provider shall at his own expense provide adequate protective clothing for his staff and protection to machinery, as he, the Regional Director or the Inspector of Machinery may deem necessary at any stage of the contract.

17.6 The Service Provider shall instruct his employees that under no circumstances may his vehicles hinder or obstruct reasonable access to any property.

## 18. EMPLOYMENT OF PERSONNEL:

18.1 The Contractor must ensure that all persons used by him in the Execution of this contract is lawfully employed.

18.2 All operators and drivers must be licensed in terms of the Road Traffic Act No 29 of 1989 and regulations as amended.

18.3 The service provider will be required to appoint local labours who will be utilised in this contract as operational assistants during desludging.

18.4 The appointment of the local labours will be implemented in line with the prescripts of EPWP and the guidelines thereof. Full compliance to the submission of the EPWP stats will be always expected from the appointed service provider as required.

18.5 The service provider must take note that local labourers will be paid in line with the requirements of the EPWP and the guidelines thereof. However, final rate for the payment of the labours will be finalised in discussions upon award and commencement of the contract once public participation and consultations have been conducted by stakeholder relations department and the relevant depot(s).

18.6 The service provider will be required to sign contracts of employment with all the local labourers that they will employ once public participation and consultations have been conducted by stakeholder relations department and the relevant depot(s).

18.7 The service provider is required to implement an increment on a yearly basis to the rate agreed upon for the local labourers that will be appointed for the duration of the contract.

18.8 On a monthly basis the service provider will be required to submit the monthly EPWP stats with copies of contracts, certified copies of individual ID's, timesheets, and proof of payments for all their appointed local labours as required.

18.9 The service provider is to ensure that all payments to local labours are always paid on time and that the requirements of payments are always adhered to as agreed upon with JW in line with the working structure as approved.

18.10 The ratio for the appointment of the local labours is 1:2 (1 tanker to have 2 Operational assistance).

## 19. WORKING HOURS:

19.1 Plant will be required to work on an 'as and when' required basis:

19.2 The working hours will be as follows:

**Normal Time:** Mondays to Fridays from 07h30 to 16h00  
**Overtime:** Before 07H30 and After 16H00 between Monday to Friday as well as on weekends.

19.3 Notwithstanding the hours of work, the intention of this contract is to provide

## SPECIAL CONDITIONS

a service to the community and it is envisaged that the contractor appointed will negotiate a service agreement with the Regional Manager for the region to be serviced.

- 19.4 Hourly rates must be quoted on the Form of Tender and must include the services of an operator, fuel oil, and operational assistant and all other expenses incidental to the hire and operation of the plant and work to be performed. Except for breakdowns, unavailability, delays and inclement weather during periods when plant cannot be used, plant shall be paid for at the rates tendered in the Form of Tender.

## 20. PENALTIES:

- 20.1. The Regional Manager may, at his discretion impose the following penalties in terms of the Conventional Penalties Act No. 15 of 1962:

20.2.1. Should the Contractor be unable to supply the required item of plant in working order within 7 calendar days from date of commencement of the contract, he shall be required to prove his inability to the satisfaction of the Regional Manager who shall have sole discretion in this matter. Failure to supply may render him liable to a penalty amounting to 50% of the hourly hire rate which penalty may be imposed until such time as the required item of plant.

20.2.2. Should any item of plant break down or become defective or should an operator be absent or incapable of operating the plant efficiently so that it is unable to perform the tasks required and so cause delay or work at any time on any day, then the following procedure in applying penalties may be adopted:

20.2.2.1. In all cases where a stoppage has occurred; the Contractor may supply written explanations as to the cause thereof. Where, in the opinion of the Regional Manager an unavoidable stoppage, not exceeding 1 hour per day, to a maximum of 3 hours per week occurs, no time will be deducted in effecting payment for the day.

20.2.2.2. Where, in the opinion of the Regional Manager, any stoppage could reasonably have been avoided, or where any stoppage exceeding 1 hour per day or 3 hours per week occurs a payment for the time worked only shall be made. In the event of the item of plant breaking down for a full working day, the Contractor shall be penalised at 50% of the hourly hire rate which penalty may be imposed until such time as the plant is in working order or alternatively arrangements are made which are satisfactory to the Regional Manager.

20.2.2.3. The written explanations referred to must be made in duplicate within 3 days from the day on which the stoppage occurred.

20.2.2.4. If no written explanations are received, the Contractor will be penalised at 50% of the hourly rate for the period of the stoppage. The Regional Manager's decision will be conveyed to the Contractor on the duplicate application submitted which must be taken into account on submission of accounts.

For the reporting of EPWP Stats, the appointed service provider needs to ensure monthly that all requirements thereof are met. Failure to adhere after thorough investigation by the relevant JW representative will result to the following:

### 20.2. Failure to report:

- The Employer shall levy a penalty on the Service Provider, should the latter fail to provide reporting requirements as required and stated, with regard to content and frequency.
- The penalty value shall be R15,000.00 per report per occasion; and
- If the service provider fails to complete the latter more than three

### **SPECIAL CONDITIONS**

incidents and should the Employer or his duly authorised representative find that the service provider is hindering his (the Employer's) deliverables to management, he/she shall reserve the right to:

- i. Terminate the Contract;

No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.

### **Failure to pay any labour:**

- The Employer shall levy a penalty on Contractor, should the latter fail to provide payment to any labourer or SMME as required in the specification highlighted in the Scope of Work and specified in the appointment agreements with the Contractor and the labourer or SMME.
- The penalty value shall be R 50,000.00 per report per occasion; and
- If the Contractor fails to complete the latter more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to senior management, he shall reserve the right to:

- i. Terminate the Contract;

No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within twenty-four (24) hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons

### **Penalties irreversible**

The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.

Service provider(s) must note that all EPWP reporting requirements must be adhered to at all times as expected. Failure to do so will be in breach with the contract requirements.

## **21. OPERATOR OF THE VACUUM TANKER:**

- 21.1 The operator must carry out faithfully and efficiently and with due diligence all operations according to the instructions of the Regional Manager.
- 21.2 Only skilled operators may be employed and upon the written request of the Regional Manager: any operator found to be unsuitable must be replaced immediately.
- 21.3 Without first obtaining the written consent of the Contractor the Regional Manager shall not permit or allow any person other than the operator or mechanic to operate the vacuum tanker, in the event of an emergency arising, the Regional Manager may operate the plant with another skilled operator and shall notify the Contractor at the first opportunity thereafter.

## **22. WORKSHOP FACILITIES**

- 22.1 The Service Provider must have workshop facilities fully equipped where plant breakdowns will be attended to as well as a mobile mechanic who will be able to attend to minor breakdowns on site during call outs at all times.

## SPECIAL CONDITIONS

The Service Provider's workshop facilities must be in line with the Occupational Health and Safety requirements as the JW OHS departments will be conducting audits on the facilities to ensure compliance.

- |                                       |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>23. ATTENDANT:</b>                 | 23.1   | In addition to the operator, the Contractor must, supply attendant to assist with re-fuelling, cleaning and maintaining the machine, at the contractor's own costs.                                                                                                                                                                                                                                                                               |
| <b>24. DISCHARGE POINT:</b>           | 24.1   | The Contractor's Operator must ensure that the desludging point is cleaned and disinfected immediately after the truck has discharged the waste. The cleaning needs to happen prior to the truck leaving the discharge point.                                                                                                                                                                                                                     |
|                                       | 24.2   | Disposal of the contents or waste must take place at one of the JW Wastewater Treatment Plants or other designated discharge points as instructed by the JW Regional manager or their representative for relevant Depot/Region.                                                                                                                                                                                                                   |
|                                       | 24.3   | Should the Contractor fail to clean the discharge point as required and indicated in clause 25.1 and 25.2 above, the Contractor will be penalised at 50% of the hourly rate until such time that the discharge point is cleaned and deemed. The Regional Manager's decision will be conveyed to the Contractor on the duplicate application submitted which must be taken into account on submission of accounts.                                 |
| <b>25. SERVICING AND MAINTENANCE:</b> | 25.1   | Unless prior approval of the Regional Manager has been obtained, plant must be serviced by the Contractor outside working hours. All plant must have sufficient fuel to operate between services.                                                                                                                                                                                                                                                 |
| <b>26. OPERATION OF PLANT</b>         | 26.1   | During the period of hire, the Regional Manager undertakes that the plant will be used only for the purpose for which it was hired, but the responsibility rests with the Contractor through his operator to ensure that the plant is not misused or damaged in any way.                                                                                                                                                                          |
| <b>27. CESSION:</b>                   | 27.1   | During the contract the tenderer shall neither cede, assign, sublet, mortgage, pledge nor in any way encumber the plant, lend or part with possession thereof. All plant and operators on this contract may be assigned elsewhere by the tenderer when not required by JW but must be supplied within the stipulated period of time when needed by JW. The Plant must be registered in the name of the tenderer for the duration of the contract. |
| <b>28. FURTHER INFORMATION:</b>       | 28.1   | Should the tenderer have any queries regarding this tender he/she must submit these in writing to Mr Elgin Mathonsi via email at <a href="mailto:Elgin.mathonsi@jwater.co.za">Elgin.mathonsi@jwater.co.za</a> or alternatively call at Tel: 011 213 2743 during office hours from 07:30am to 15:30pm Monday to Friday within the first two weeks after the tender has been advertised.                                                            |
| <b>29. NOTICE:</b>                    | 29.1   | 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:-                                                                                                                                                                                                                                               |
|                                       | 29.1.1 | Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its <i>domicilium citandi et executandi</i> to which post it is delivered, in which event such notice shall be deemed to have been received on the 7 <sup>th</sup> (seventh) business day after posting (unless the contrary is proved); or                                                                          |
|                                       | 29.1.2 | Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its <i>domicilium citandi et executandi</i> , in which event such notice shall be deemed to have been received on the day of delivery; or                                                                                                                                                                                              |
|                                       | 29.1.3 | 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).                                                                                                                                                                                                                                                                           |

Notwithstanding anything to the contrary herein contained a written notice or

### **SPECIAL CONDITIONS**

- 29.2 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*.

## 20. General Conditions of Contract

### TABLE OF CLAUSES

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

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

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be



## GENERAL CONDITIONS OF CONTRACT

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.



## GENERAL CONDITIONS OF CONTRACT

### 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

## GENERAL CONDITIONS OF CONTRACT

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

## GENERAL CONDITIONS OF CONTRACT

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



## GENERAL CONDITIONS OF CONTRACT

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.

Revised May 2013

## 21. 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.

|                         |  |
|-------------------------|--|
| <b>Supplier Name</b>    |  |
| <b>Contact Person</b>   |  |
| <b>Email Address</b>    |  |
| <b>Telephone Number</b> |  |
| <b>Fax Number</b>       |  |

### Bank Information

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

In the event my tender is successful, I hereby authorize 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 authorize the above information on behalf of the corporation/organization/payee.

### Authorized representative of supplier

**Name & Surname:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature** : \_\_\_\_\_ **Designation** \_\_\_\_\_



## **22. JW POPIA Privacy Statement.**

In terms of the Protection of Personal Information Act, 213 (Act 4 of 2013), also called the POPI Act or POPIA, Johannesburg Water SOC Limited, undertakes all reasonable measures to protect personal information and to keep it private and confidential.

### **1. Privacy Notice applies to:**

Suppliers, vendors, contractors, service providers, etc whether appointed or prospective.

### **2. Definitions of personal information**

According to the Act “personal information” means information relating to an identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person. All addresses including residential, postal and email addresses.

### **3. About the Public Entity**

Johannesburg Water (SOC) Limited, registration number 2000/029271/30

#### **3.1 The information we collect.**

We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.

#### **3.2 How Johannesburg Water use your information**

We will use your personal information only for the purposes for which it was collected and agreed with you. For example: to gather contact information, to confirm and verify your identity, for the evaluation and adjudication of bids and quotations for tenders, request for quotations, and other personal information for the procurement of goods and services by the Entity.

#### **3.3 Disclosure of information**

We may disclose your personal information to our Shareholder, the City of Johannesburg, and other Government agencies such as National Treasury, and the Auditor-General of South Africa. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law;
- Where we believe it is necessary to protect our rights.

#### **3.4 Information Security**

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorised access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure. We will ensure that anyone whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

**3.5 Your rights: Access to Information**

You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at [informationofficer@jwater.co.za](mailto:informationofficer@jwater.co.za), and specify what information you require.

**3.6 Correction of your personal information**

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your identification document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate and up to date.

**3.7 How to contact us**

If you have any queries about this document; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers listed on our website or send an email to [informationofficer@jwater.co.za](mailto:informationofficer@jwater.co.za).



**23. OHS Specifications.**

**OHS SPECIFICATIONS**

