



City of Johannesburg

Turbine Hall

Johannesburg Water

Tel +27(0) 11 688 1400

65 Ntengi Piliso Street

PO Box 61542

Fax +27(0) 11 688 1528

Newtown

www.johannesburgwater.co.za

REQUEST FOR PRICING

Form No: JW SCM Dev 001

Revision No: 01

Effective Date: February 2022

RFP NUMBER:	JW RFP 24/04/2024	CLOSING DATE:	30 April 2024	CLOSING TIME:	14:00
DESCRIPTION:	SUPPLY AND DELIVERY OF FERRIC CHLORIDE AS AND WHEN REQUIRED FOR A PERIOD NOT EXCEEDING SIX (06) MONTHS				
BRIEFING SESSION DATE AND TIME	NONE	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	24 April 2024				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
General enquiries must be directed to		Technical enquiries must be directed to	
CONTACT PERSON	Lazola Lupondwana	CONTACT PERSON	Jacqueline Ngwenya
TELEPHONE NUMBER	011 688 6695	TELEPHONE NUMBER	011 688 1538
E-MAIL ADDRESS	Lazola.Lupondwana@jwater.co.za	E-MAIL ADDRESS	Jacqueline.ngwenya@jwater.co.za

Directors:

Ms Gugulethu Phakathi (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),

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Ms Kethabile Mabe (Company Secretary),

Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30



SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS 1				
E-MAIL ADDRESS 2				
VAT REGISTRATION NUMBER			CIDB GRADING	N/A
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE STATUS PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT (EMEs and QSEs)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BID SUBMISSION:
<ul style="list-style-type: none"> Bids must be submitted in the Johannesburg Water tender box at 65 Ntemi Piliso, Turbine Hall, Newtown before tender closing date and time. Late bids will not be accepted for consideration. All pricing/quotations must be submitted by completing the attached scheduled pricing schedule.

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1. SCOPE OF WORK AND SPECIFICATIONS

1. REQUIREMENTS

The service provider will be required to supply and deliver ferric chloride into storage tanks at the various JW wastewater treatments plants on an “as and when” required basis for a period of six (06) months.

- 1.1. Upon award the successful tenderer will be required to submit statement regarding the size and method of the proposed bulk deliveries.
- 1.2. Before bulk deliveries are made, the relevant Works Manager must be advised of the date and time of the deliveries.

2. DELIVERIES

- 2.1. Deliveries are to be made by road transport to the relevant sites and it is the tenderers responsibility to familiarize himself with the sites to establish the suitability of his vehicles to service the sites.
- 2.2. The tenderer is required to provide labour and equipment for the off-loading of the chemical. JW will not be responsible for this operation.
- 2.3. Deliveries at the various JW Wastewater Treatment Works will be between 07H30 to 15H00.
- 2.4. No vehicles or container will be accepted on site if it is defective or leaking.
- 2.5. All containers must be clearly labelled with the following information:
 - 2.6.1 Product description
 - 2.6.2 Brand name
 - 2.6.3 Suppliers name
 - 2.6.4 Contract No.
 - 2.6.5 Batch identification Number.

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3. CHEMICAL

3.1. FERRIC CHLORIDE

3.1.1. The required chemical should comply with SANS 50888:2008 Specification- Iron (III) Chloride solution (liquid form).

3.1.2. The product offered must be suitable for the removal of phosphate in the activated sludge process. The product offered must have the following properties:

Ferric Chloride as FeCl ₃	: between 42% and 45% (m/m)
Ferrous Chloride as FeCl ₂	: < 0.5% (m/m)
Free acid as HCl	: < 1% (m/m)
Specific gravity (20°C)	: 1.43 – 1.45

NB: The product will be evaluated based on the above properties only.

ESTIMATED QUANTITIES

It must be noted that these are estimated quantities and may increase or decrease. JW takes no responsibility or liability for the estimated volumes.

Northern Region

<u>Description/ Site</u>	Estimated Quantities For (06) Months (Tonne)
1. DRIEFONTEIN WORKS	180
2. NORTHERN WORKS	50

Southern Region

<u>Description/ Site</u>	Estimated Quantities For (06) Months. (Tonne)
3. GOUDKOPPIES WORKS	50
4. ENNERDALE WORKS	20
5. BUSHKOPPIE WORKS	30
6. OLIFANTSVLEI WORKS	50

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LOCATION AND DELIVERY:

The service provider will be required to supply and deliver ferric chloride at the following addresses which are given in good faith and may change to suit JW's operational requirements.

Bushkoppie WWTW

Cnr Golden Highway R553
And Stockwell Avenue
Eldorado Estates

Driefontein WWTW

Portion 55 of Farm
Driefontein 179-IQ

Ennerdale WWTW

Portion 48 of Farm
Elandsfontein 30810

Goudkoppies WWTW

Cnr East street &
Gibbs Road Devland

Northern WWTW

William Nicol Ext
(R511+/- 8km north of fourways)

Olifantsvlei WWTW

Cavendish Street Ext
Olifantsvlei 316-IQ
Portion RE/2/316
(Adjacent to Northern Industrial Sites)

The Service provider shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder.

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2. SPECIFIC GOALS

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (80/20 SYSTEM)
Businesses located within the Gauteng Province	10
Businesses owned by 51% or more Black people who are youth	10
Total	20

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
Businesses located within the Gauteng Province	<ul style="list-style-type: none">Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.
Business owned by 51% or more – Black Youth	<ul style="list-style-type: none">Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.

3. EVALUATION PROCESS

Tender evaluation process to be as follows:

STAGE	DESCRIPTION
Stage 1	Mandatory Evaluation
Stage 2	Administrative Evaluation
Stage 3	Technical Evaluation
Stage 4	Pricing Evaluation and Preferencing

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4. EVALUATION PROCESS

4.1 Stage 1: Mandatory and Administration Evaluation

Mandatory and Administration requirement

These are defiantly non-negotiable criteria that must be complied with or must be part of the bid process submit before tender closing date and time.

NO.	MANDATORY CRITERIA	YES
1	Signed and completed Pricing Schedule.	Yes

4.2 Stage 2: Administrative Evaluation Criteria:

NO.	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT
1.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.
2.	MBD 4	Declaration of Interest	Complete and signed MBD 4 Form.
3.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and signed MBD 6.1 Form.
4.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and signed MBD 8 Form.
5.	MBD 9.	Certificate of Independent Bid Determination	Complete and signed MBD 9 Form.
6.	Annexure – Proof of Specific Goals	Refer to documents listed in point 2.	Submit applicable documentation with the tender submission

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a world class African city



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7.	Municipal Rates and Taxes for the Tenderer	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 municipal obligations with your local municipality OR 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
8.	Municipal Rates and Taxes - Current municipal rates for the directors of the entity	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 Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR 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

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9.	Joint Venture or equivalent agreement	Joint Venture Agreement, Consortium or equivalent signed by all parties	Submit applicable documentation with the tender submission
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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.

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4.3 Technical evaluation - as per tender document and award strategy

PART A - FUNCTIONALITY

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	WEIGHTING	SCORE
1.	Tenderer's experience with respect to supply and delivery of ferric chloride or water/wastewater chemicals	The tenderer must provide reference letter(s) confirming that supply, and delivery of ferric chloride or water/wastewater chemicals was carried out successfully. NB: The attached reference template 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.	Number of in respects to supply and delivery of ferric chloride or water/wastewater chemicals Less than 03 months 03 months and more, but less than 06 months 06 months and more, but less than 1 year 1 year or more	100	0 36 60 100
MINIMUM QUALIFYING SCORE					60
TOTAL					100
THE TENDERER MUST ACHIEVE THE MINIMUM OF 60 POINTS ON PART A IN ORDER TO BE CONSIDERED FOR FURTHER EVALUATION ON PART B					

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PART B – SAMPLE EVALUATION

Criteria No.	Criteria	Documentary Evidence	Points Allocation	Submission compliant (Yes/No)
2	Compliance to the technical specification of ferric chloride as stated under scope of work and specification item 3.1.2	Shortlisted tenderers will be required to submit Certificate of Analysis (COA) from their product manufacturer/supplier for item offered within 5 to 7 working days from the date when the request is made.	<p>The submission from the tenderer must meet the requirements analysis required on the COA as per the technical specification item 3.1.2 in order to be considered further evaluation.</p> <p>The COA must reflect the analysis of ferric chloride as stated under</p> <p>Ferric Chloride as FeCl₃ : between 42% and 45% (m/m)</p> <p>Ferrous Chloride as FeCl₂: < 0.5% (m/m)</p> <p>Free acid as HCl : < 1% (m/m)</p> <p>Specific gravity (200C) : 1.43 – 1.45</p>	Submission Compliant: (Yes/No)

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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 the **SUPPLY AND DELIVERY OF FERRIC CHLORIDE AS AND WHEN REQUIRED FOR A PERIOD NOT EXCEEDING SIX (06) MONTHS**

Name of Tenderer:

Description of Goods / Services provided as per evaluation criteria.

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

Date of goods / services provided.

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

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

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

NB: 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. 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.

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5. PRICE SCHEDULE

Pricing Conditions

All price(s) tendered shall include the cost of all insurances, services, labour, equipment, fuel, materials, operational assistants, and all other expenses incidental to the operation of the tanker and work to be performed etc. and be the nett price after all discounts and settlement discount have been deducted. The nett price/s shall be without any extra or additional charges to JW whatsoever.

A firm price is applicable for this tender.

Pricing Schedule

	Works/Plant Name	PERIOD 01-06 MONTHS			
		Unit	Unit Rate Per tonne (Excl. VAT)	VAT @15%	Total (Inc VAT)
1	Bushkoppie	1			
2	Driefontein	1			
3	Ennerdale	1			
4	Goudkoppies	1			
5	Northern	1			
6	Olifantsvlei	1			
TOTAL					

SIGNATURE(S) OF AUTHORIZED PERSON

NAME OF BIDDER

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NAME OF AUTHORIZED PERSON IN BLOCK LETTERES

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6. CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, have been compiled for this bid

WHENEVER THERE IS A CONFLICT, THE PROVISIONS IN THE SCC SHALL PREVAIL.

SPECIAL CONDITIONS

GENERAL

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

1. DEFINITIONS

- 1.1 That "Johannesburg Water (Soc) Ltd" shall herein after be referred to as "JW".
- 1.2 The "Managing Director" shall mean the Managing Director: Johannesburg Water (Soc) Ltd or his authorised representative.
- 1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
- 1.4 "WWTW" shall mean the Wastewater Treatment Works.

2. PRICE:

- 2.1 The contractor shall comply with all the pricing instruction as stated on item 6 of the tender document.

3. SURETY BOND

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

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**4. COMPLIANCE
WITH
LEGISLATION
AND
SPECIFICATIONS**

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

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

5. SAFETY:

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

**EMPLOYMENT
OF LABOUR:**

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

**INSURANCE
AND
INDEMNIFI-
CATION:**

7.1 In addition to any insurance required to be held by the Contractor in terms of the Contract 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 indemnifies and agrees to keep indemnified throughout the period of the contract 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.

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

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

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

- 8.1 If the 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 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

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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.

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.

Directors:

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Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30



- 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.

SCOPE OF CONTRACT:

- 10.1 The Contractor shall be required to supply, deliver, and offload Ferric chloride as specified in this document as and when required during the full period of the contract to any of the following wastewater treatment works operated by JW: Olifantsvlei, Goudkoppies, Bushkoppies, Ennerdale and Driefontein and Northern works.

DURATION:

- 11.1 The tenure of the contract shall be with effect from the date of signing the contract for a period of 06 months

QUANTITIES

- 12.1 The Contractor shall be bound to supply whatever quantities JW actually requires during the period of the contract and quantities will be based on operational requirements.

PLACE AND TIME OF DELIVERIES:

- 13.1 Delivery shall be made to any of the WWTW operated by JW and during normal working hours, Monday to Friday 07.30 hours to 15:30 hours.
- 13.2 The tenderer is required to provide labour and equipment for the off-loading of the Ferric chloride.

POST AWARD REQUIREMENTS

- 14.1 During the course of the contract, the contractor will be required to supply test results of the consignment being supplied together with the Material Safety Data Sheet (MSDS) and Certificate of Analysis (COA).

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- 14.2 The Certificate of Analysis (COA) will then be taken and compared against the technical specification of the product stipulated in the tender document for conformance to the original accepted COA
- 14.3 Should the COA specified herein not comply with the specification the contractor shall be responsible for the replacement of the consignment at his own cost.

**TENDER
VALIDITY:**

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

**ADJUDICATION
OF TENDERS:**

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

**ACCEPTANCE OF
TENDER:**

- 17.1 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.

COMPLETENESS:

- 18.1 Failure by the tenderer to supply samples of the chemical offered in Pricing schedule, failure to comply will render the tender liable to rejection on the grounds of being incomplete

**PENALTIES FOR
DEFECTIVE
QUALITY**

- 19.1 During the term of the contract samples of all products supplied will be randomly taken and evaluated by JW for conformance to the manufacturer's specifications as supplied by the tenderer at the time of tendering.

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- 19.2 If any delivery of the product supplied is defective in quality by reason of any specification criteria being outside the tolerances stated in the manufacturer's specifications then the product will be returned back to the contractor.
- 19.3 The Contractor shall advise Johannesburg Water immediately in writing if they propose substituting the product offered with another alternative during the tenure of the contract. Johannesburg Water retains the sole discretion to accept the proposed alternative product, or otherwise. Tenderers should note that JW would only accept alternative product's under exceptional circumstances. Any alternative product would be subject to the specifications given in the tender document.

**PENALTIES FOR
FAILURE TO
DELIVER**

- 20.1 If the Contractor fails to deliver the required quantity of product by the due date; a penalty of 1(one) per cent of the total current order value of the contract for each day's delay in delivery of the product shall be applied. Alternatively, Johannesburg Water reserves the right to purchase the product elsewhere and to deduct any extra expense in excess of the tender rates so incurred from any sum due under this tender, or to recover the amount from the Contractor as a debt.
- 20.2 No liability in terms of Clause 20.1 shall attach to the Contractor if he shall prove to the satisfaction of the Engineer that the delivery has been delayed or become impossible due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrence or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified Johannesburg Water in writing within 24 (twenty-four) hours of it first coming to the Contractor's notice, that delivery will be delayed or become impossible for the abovementioned reasons.

NOTICE

- 21.1 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:-

Directors:

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Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30



City of Johannesburg

Turbine Hall	Johannesburg Water	Tel +27(0) 11 688 1400
65 Ntengi Piliso Street	PO Box 61542	Fax +27(0) 11 688 1528
Newtown		www.johannesburgwater.co.za

- 21.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered, in which event such notice shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved); or
 - 21.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery; or
 - 21.1.3 Sent by telefax to its chosen telefax number stipulated in 16.1, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 21.2 notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

Directors:

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MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

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 stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

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 (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Businesses located within the Gauteng Province	10	
Business owned by 51% or more – Black Youth	10	
Total	20	

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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <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 <input type="checkbox"/>	No <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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of:_____that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder