

<p>REQUEST FOR PRICING (GOODS AND SERVICES)</p>	<p>Form No: JW SCM Dev MBD1</p> <p>Revision No: 02</p> <p>Effective Date: February 2023</p>
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RFP NUMBER:	JW RFP 5/2024	CLOSING DATE:	12 DECEMBER 2024	CLOSING TIME:	14:00
DESCRIPTION:	Repairs and maintenance of Bulk wastewater’s low and medium electrical infrastructure on as and when required for a period of nine (09) months.				
BRIEFING SESSION DATE AND TIME	09 December 2024 at 12:00	Is the meeting compulsory?	YES		
BRIEFING SESSION VENUE	Northern Wastewater Treatment Works School Road Diepsloot				
ISSUE DATE	03 December 2024				

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			
Bidding procedure enquiries <u>must</u> be sent to the below Official		Technical enquiries must be directed to	
CONTACT PERSON	Tshilidzi Takalani	CONTACT PERSON	Thabiso Thabeng
TELEPHONE NUMBER	011 688 1772	TELEPHONE NUMBER	011 510 2602
E-MAIL ADDRESS	tshilidzi.takalani@jwater.co.za	E-MAIL ADDRESS	thabiso.thabeng@jwater.co.za

SUPPLIER INFORMATION	
NAME OF BIDDER	

Mr Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),
Mr Kgaugelo Mahlaba (Chief financial Officer and Executive Director) Mr Sipho Mthembu, Ms Zandile Meeleso, Mr Pholoso Matjele,
Mr Kgaile Mogoye, Mr Molate Mashifane, Ms Pamela Mabece, Mr Collen Sambo, Mr Makoko Makgonye, Ms Thabiso Kutumela,
Mr Kefiloe Mokoena

Ms Kethabile Mabe (Company Secretary),
Johannesburg Water SOC Ltd
Registration Number: 2000/029271/30



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POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER		CIDB GRADING	2EP OR HIGHER
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE SWORN AFFIDAVIT (EMEs OR QSEs)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BID SUBMISSION:

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER

ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001

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.

- **TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM** Late bids will not be accepted for consideration.
- **All pricing/quotation must be submitted by completing the attached or on the official company letterhead, signed and accompanied by the returnable documents stated below.**

☐ **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 member's persons in the service of the state.

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1. SCOPE OF WORK

1.1. DESCRIPTION

The main objective of the contract is to repairs and maintenance of Medium Voltage equipment and cables at Bulk Wastewater Works on an as-and-when-required basis for a period of nine (9) months in line with industry best practices and applicable Johannesburg Water generic particular specifications/standards.

2. TECHNICAL SPECIFICATION

2.1. OVERVIEW

Johannesburg Water (JW) as a Water Services Provider operates six wastewater treatment works. JW wishes to procure the services of a reputable and experienced service provider to perform maintenance of Medium Voltage Equipment and Cables at wastewater treatment works for a period not exceeding three-years, as and when required. The work shall be requested on JW's discretion, and the contractor shall be requested to supply a quotation by JW beforehand and the contractor shall only commence with the site work or make delivery once they have received an official purchase order from JW, except in emergency situations.

During the contract, the contractor shall expected to provide formal and informal training for JW employees, thereby ensuring that there is effective and meaningful skills transfer, development and capacity building within the JW such that at/on contract completion, there will be a seamless, sustainable and full take-over of the service by JW.

2.2. SCOPE

The scope of work for the maintenance and repairs of low and medium voltage electrical infrastructure for wastewater treatment includes, but is not limited to:

- **Preventive Maintenance**
 - Regular inspections and servicing of electrical equipment.

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- Testing and calibration of protective devices.
- Cleaning and tightening electrical connections.
- **Corrective Maintenance**
 - Repairing or replacing faulty components such as circuit breakers, transformers, and control panels.
 - Troubleshooting electrical faults in the system.
 - Emergency Repairs
 - Immediate response to electrical failures that affect wastewater treatment operations.
 - Restoration of power supply and functionality of equipment.
 - Documentation and Reporting
 - Maintaining detailed records of maintenance activities.
 - Providing reports on the condition of electrical infrastructure and recommendations for upgrades or replacements.
 - Compliance with Standards
 - Ensuring all work complies with local and national electrical codes.
 - to safety standards to protect personnel and equipment.

The work is to be undertaken in the following facilities/Wastewater Treatment Works:

Works/Site:	Physical Address:
1. Driefontein Works	Portion 55 of Farm (Clinic Rd, Muldersdrift) Driefontein 1791Q
2. Northen Works	William Nicol Ext (Diepsloot) (R511 ± 8km north of Fourways)
3. Goudkoppies Works	Cnr East Street & Gibbs Road Devland
4. Ennerdale Works	Portion 48 of Farm Elandsfontein 30810
5. Bushkoppie Works	Cnr Golden Highway R553 and Stockwell Avenue Eldorado Estates
6. Olifantsvlei Works	Cavendish Street Ext Olifantsvlei 316-IQ Portion RE/2/316 (Adjacent to Nancefield Industrial Sites)

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The scope of work shall be carried out as per the requirements of Occupational Health and Safety Act, Act 85 of 1993, as amended and JW generic particular specifications and in line with the best and sound engineering practices.

3. 24/7 STANDBY SUPPORT

The contractor shall provide a 24 hour, 7 days a week support. To this end, the contractor must have and share their emergency contact details.

4. MEETINGS

Meetings shall be confirmed and agreed to by JW Management as and when needed.

5. HARDWARE/TOOLS

The onus is on the contractor to procure hardware, appropriate tools and PPE required to carry out the duties as stipulated in the contract. All measurement and test equipment shall be calibrated by a certified institution once per year or as directed by the equipment manufacturer and verified monthly for accuracy and repeatability. JW reserves the right to request calibration certificates of test instruments and equipment used at any time.

6. PROJECT TEAM

Unqualified individuals shall not work without appropriate supervision on JW sites.

The contractor shall also ensure that they will always have enough qualified personnel to attend to JW's contractual needs.

Electrical installation work shall not be performed without the general control of an Installation Electrician or Master Installation Electrician.

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Low voltage maintenance work shall not be performed without the direct supervision of a person who possesses an electrical trade test certificate.

Medium voltage maintenance work shall not be performed without the direct supervision of a person who possesses an electrical trade test certificate and has valid certificates in ORHVS Authorised Person.

MV cable jointing shall only be performed under direct supervision of a person who possesses an electrical trade test certificate, valid ORHVS Authorised Person and valid medium voltage cable jointing certificate.

MV cable termination shall only be performed under direct supervision of a person who possesses an electrical trade test certificate, valid ORHVS Authorised Person and valid medium voltage cable termination certificate.

7. SAFETY PLAN

The Contractor shall be required to compile a Health and Safety plan in accordance with the JW OHS specifications issued out with this tender. A comprehensive risk assessment shall be done on every site before any work may commence. Site-specific Permit-to-Work and Lockout procedures and other JW's site-specific HSE Rules must be followed at all times. All health and safety risks shall be reported to the JW person responsible for that site.

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8. SUPPORT RESPONSE TIMES

Support Type	Maximum Response Times
Submission of normal service quotation	Three working day*
Submission of emergency service quotation	Immediately after troubleshooting is completed or scope of work is ascertained
Start of site work after Purchase Order is issued by JW	Three working days*
Start of emergency work	Immediately after JW has formally approved quotation
Submission of analysis report after site work has been completed (Oil Analysis)	Ten working days*
Submission of analysis report after site work has been completed (Data Logging)	Five working days*
Submission of analysis report after site work has been completed (IR Scan)	Five working days*
Response for normal service request	24 hours*
Response for emergency service request	3 hours*
Submission of emergency analysis report after site work has been completed	3 hours*
Delivery of supply and deliver instruments and tools after obtaining official purchase order	14 working days*
Delivery of long lead equipment after purchase order is issued by JW	12 weeks

*The response times are all measured from the initial support request call made by JW and include travelling time where applicable.

9. SITE SECURITY

The contractor shall remain liable for the safety and security of their own personnel and belongings, while at JW premises, at all times. All equipment or items not yet handed over to JW shall be for the security of the contractor.

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10. COMMUNICATION

The contractor shall communicate with the relevant site management on any issue including arrival and departure times from site. All deviations, including emergencies, from the contract shall be approved by the relevant Regional Maintenance Manager in writing.

11. REPORTS

The contractor shall submit two colour hard copies and one electronic copy (e-mail or storage device) of all reports requested by this contract within timelines stipulated under support response times which shall be addressed to relevant Regional Maintenance Manager.

12. QUANTITIES

The quantities cannot be specified as this is an as and when contract.

13. DURATION OF CONTRACT

Nine (09) months

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14. TENDER FORM AND PRICE SCHEDULES

To: Johannesburg Water (SOC) Ltd.

Having examined the Tender documents including Addenda Nos _____ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Bulk Wastewater Repairs and Maintenance of MV Equipment and Cables on an as and when required basis for a period of nine (9) months.**

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

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

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

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

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

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

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

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1.1. SCHEDULE OF PRICES:

The evaluation on price alteration will be conducted as follows:

3.1.2 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 is not authenticated the bidders will be disqualified for the entire tender.

3.1.3. 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.

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Tenderer to complete in full the below Bill of Quantities:

Schedule 1: Labour, Transport and Plant

Item	Description	Unit	Normal Time			Overtime		
			Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1.1	MV Electrician	hour						
1.2	Installation Electrician	hour						
1.3	Assistant	hour						
1.5	Protection Engineer	hour						
1.5	Protection Technician	hour						
1.6	Transport (light)	km	AA rates	AA rates	AA rates	AA rates	AA rates	AA rates
1.7	Heavy Transport/Crane Truck - 10T and above	hour						
1.8	Mobile Crane - >55T	day						

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1.9	Mobile Crane - >110T	day						
1.10	TLB – wet rate plus operator	hour						
1.11	50kVA Mobile Diesel Generator – wet rate plus operator	hour						
1.12	100kVA Mobile Diesel Generator – wet rate plus operator	hour						
1.13	Articulating boom lift (min 10m height) – wet rate plus operator	hour						
1.14	Truck mounted lifting boom (min 10m height) - wet rate plus operator	hour						

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Crane truck and mobile crane rate must include a wet plant, qualified operator and necessary rigging/slinging team and equipment. Establishment cost must be included in day rate.

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Schedule 2: Mark-up on spares and supply of new equipment

Item	Description	Unit	Normal Time and Overtime
2.1	Provisional sum for spare parts and new equipment	Provisional Sum	R 5 000 000.00
2.2	Mark up for spare parts and new equipment	_____ %	

Schedule 3: Data Logging

Item	Description	Unit	Normal Time			Overtime		
			Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.1	MV data logging (data logger hours)	hour						
3.2	LV data logging (data logger hours)	hour						

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Schedule 4: Indirect Costs

Item	Description	Unit	Normal Time			Overtime		
			Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
4.1	Strip, assess, test and quote	sum						
4.2	Assemble and test	sum						

NB: Schedule 4 relates only apply to indirect (overheads) and unforeseen variable costs. The costs of labour and other obvious costs are offered as rates in Schedules 1, 2 and 3.

Signature of person authorized to sign this tender (Pricing Schedule Sign-off):

Name: _____ **Signature:** _____

Date: _____

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15. AWARD AND ALLOCATION STRATEGIES

15.1.1. Award Strategy

Contract is to be awarded to the highest scoring Tenderer in terms of price and specific goals.

15.1.2. Allocation Strategy

Work is to be allocated to the highest preference ranking Tenderer in terms of price and specific goals.

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16. EVALUATION CRITERIA

16.1. EVALUATION PROCESS

Tender evaluation process to be as follows:

STAGE	DESCRIPTION
Stage 1	Mandatory evaluation
Stage 2	Administrative compliance evaluation
Stage 3	Technical Evaluation
Stage 4	Price and preference evaluation

16.1.1. Stage 1: Mandatory evaluation

NO.	MANDATORY CRITERIA	YES
1.	Tenderer must be registered as an Electrical Contractor with the Department of Employment and Labour and must submit certified copy of valid proof of their registration as an Electrical Contractor with the Department of Employment and Labour. The certified copy of registration certificate/letter (proof) must be submitted together with the tender Document.	Yes
2.	The tenderer must have active CIDB Grading of 2EP or above as at evaluation.	Yes
3.	Pricing Schedule completed and signed	Yes
4.	Briefing compulsory meeting	YES

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

16.1.2. Stage 2: Administrative evaluation

Price related MBD forms applicable for this tender.

REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIRED
MBD 3.1	Pricing Schedule – Firm Prices (Purchases)	Yes

16.2. Stage 3: Technical Requirements

The technical evaluation criteria will be conducted as follows:

- Tender's Experience (weighting: 35%)
- Tender's financial capacity (weighting: 25%)
- Experience of key personnel (weighting: 40%)

16.2.1. The Tenderer (Company) is required to have experience in maintenance or repairs of medium voltage equipment or medium voltage installations. The

tenderer (Company) must provide relevant reference letter(s) or completion certificates confirming proof that they have successfully executed the required number of projects and total combined project rand value of completed projects.

16.2.2. The Tenderer (Company) is required to demonstrate capacity by successfully completing similar projects to the minimum total value of R 500 000.00

16.2.3. The Tenderer (Company) is required to assign minimum of two Electricians (key personnel) with the stipulated qualifications and minimum 3 years of relevant experience. Tenderer (Company) is required to submit the stipulated qualifications and Curriculum Vitae clearly specifying experience.

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Mr Kgaile Mogoye, Mr Molate Mashifane, Ms Pamela Mabece, Mr Collen Sambo, Mr Makoko Makgonye, Ms Thabiso Kutumela,
Mr Kefiloe Mokoena

Ms Kethabile Mabe (Company Secretary),
Johannesburg Water SOC Ltd
Registration Number: 2000/029271/30

Technical Evaluation

TENDERER'S EXPERIENCE, KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL					
CRITERIA NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1	Tender's experience The Tenderer (Company) is required to have experience in completing minimum of three projects successfully performing repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installations.	The Tenderer (Company) must provide relevant reference letters OR completion certificates with project total completion value as proof that they have successfully executed and completed projects in the repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installation. <i>The tenderer must request their client (where work was executed) to complete the templates attached in the tender document in full or provide reference letters in their client's letter head with all information as required per the template provided.</i>	Total number of successfully completed projects in performing repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installations	35	
			Less than 3 projects		0
			3 projects and more but less than 5 projects		23
			5 projects or more		35
2	Tenderer's Financial Capacity The Tenderer (Company) is to have completed total combined projects to the Rand value of at least R500 001 in performing repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installations	The Tenderer (Company) must provide relevant reference letters OR completion certificates with project total completion value as proof that they have successfully executed and completed projects in the repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installation. <i>The tenderer must request their client (where work was executed) to complete the templates attached in the tender document in full or provide reference letters in their client's letter head with all information as required per the template provided.</i>	Total rand value of successfully completed projects in performing repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installations	25	
			Less than R 500 001		0
			R 500 001 and above but less than R 1 million		16
			R 1 million and above		25

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TENDERER'S EXPERIENCE, KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL					
CRITERIA NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
3	Qualified Key Personnel The Tenderer (Company) is required to assign minimum of two qualified personnel with the stipulated qualifications and relevant experience.	Tenderer (Company) is required to submit the stipulated qualifications for the minimum number of key personnel together with minimum of related experience of 3 years. The following personnel will be required for this contract: 2 x Electricians The Tenderer is required to provide a minimum of two (2) Electricians with Electrician trade test certificate plus valid ORHVS Certificate and valid MV Cable Jointing and Terminating Certificate. and 2 x Electricians have minimum experience of 3 years in performing repairs or maintenance of Electrical Medium Voltage Equipment or Electrical Medium Voltage Installations	The Tenderer provided less than two (2) Electricians with the requisite qualifications and training certificates.	40	0
			The Tenderer did not provide two Electricians with the required minimum qualifications and training certificates, AND/OR The Tenderer did not provide two Electricians with the required minimum years of experience.		0
			The Tenderer provided minimum requirements in respect of number of electricians, academic qualifications and required experience.		26
			The Tenderer provided two Electricians with the minimum required qualifications and training certificates, and both Electricians have more than three years required experience.		40
			MINIMUM QUALIFYING SCORE		
TOTAL			100		

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 Johannesburg Water SOC Ltd
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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 **Bulk Wastewater Repair and Maintenance of Medium Voltage Equipment and Cables**

Name of Tenderer:

Description of Services provided in relation to scope of work or criteria 1 of evaluation

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

Duration: Year-Month-Day when the Goods / Services were provided.....

Contract/Project Value:

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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CONTACTABLE REFERENCE

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Duration: Year-Month-Day when the Goods / Services were provided.....

Contract/Project Value:

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.

Curriculum Vitae of Key Personnel

Provide separate forms for each key personnel as per the position listed in the form:

Electrician

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[illegible]**Certification:**

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

.....
Signature of person named in the schedule

.....
Date

Mr Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),
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16.2.4. Bidders are required to meet a minimum of 60 points on the functionality evaluation and their workshop evaluation is found to be compliant to be further evaluated on the preference points. Bidders that do not meet a minimum of 65 points will be disqualified and will not be evaluated further.

16.3. Stage 3: The responses will be evaluated on the **80/20 preference point's principle**. 80 Points Price and 20 Points Specific Goals. Pricing schedule to be completed fully by the bidder. Bidders who failure to quote or complete the pricing schedule as per this requirement will be disqualified.

The required proof for claiming points for specific goals is as follows:

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)
Business owned by 51% or more –Women	10	
SMME (EME or QSE) owned by 51% or more - Black People	10	
Total	20	

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SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MUST BE SUBMITTED OR A COMBINATION THEREOF TO PROVIDE POINTS CLAIMED
Business owned by 51% or more-Women	<ul style="list-style-type: none"> Valid construction sector BBBEE Certificate issued by SANAS accredited verification agency or construction sector Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable ID copy
SMME (EME or QSE) owned by 51% or more - Black People	<ul style="list-style-type: none"> Valid construction sector BBBEE Certificate issued by SANAS accredited verification agency or construction sector Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable ID copy

Note: A tenderer failing to submit proof of specific goals claimed as per the tender conditions may not be disqualified but only points for price will be allocated and zero points for specific goals.

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17. RETURNABLE DOCUMENTS

The following documents **must** be returned together with this Request for Pricing:

- 17.1. This request for pricing document must be completed and submitted with pricing or quotation.
- 17.2. Proof of points claimed for specific goal must be submitted in order to qualify for Specific Goals points.
- 17.3. Complete and sign the following Municipal Bidding Documents (MBD).
 - 17.3.1. MBD 3.1 Firm Price(s) Purchase
 - 17.3.2. MBD 4 form (Declaration of Interest).
 - 17.3.3. MBD 6.1 Form (Preference points claim form).
 - 17.3.4. MBD 8 (Declaration of Bidder's Past Supply Chain Management Practices)
 - 17.3.5. MBD 9 (Certificate of Independent Bid Determination).
- 17.4. Latest municipal account/statement not older than three months or valid lease agreement for both the company and all active Directors.
- 17.5. The required documentary evidence for functionality or technical evaluation (where Applicable).
- 17.6. CIDB Certificate

18. GENERAL TERMS AND CONDITIONS

Price(s) quoted must be valid for ninety (90) days from date of your offer.

Price(s) quoted **must** be **firm for the duration of the contract** and must be exclusive of VAT.

Bidders will be afforded a period of two (2) days to complete the following returnable documents (MBD 4, MBD 8 and MBD 9) in instances where such forms are incomplete.

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Bidders who did not submit municipal statement of account or valid lease agreement for both the company and all active directors will be afforded a period of two (2) days to submit. In a case where the company or active Directors have municipal commitments overdue for more than 90 days they will be offered three (3) days to settle their overdue amounts or submit proof of an arrangement agreed to between that municipality and that company or Director.

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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 "Regional Maintenance Manager" shall mean the JW Maintenance Manager of one of the JW sites or his authorised representative.
- 1.5 "Service provider or Service Provider" shall mean the recommended tenderer who has been awarded the tender and has entered into a formal contract with JW upon acceptance of the appointment.
- 1.6 "Safety" must be assumed to refer to occupational health and safety

2. PRICE:

- 2.1 All prices shall exclude Value Added Tax (VAT) at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
- 2.2 The pricing schedule must be completed in full and all alterations must be authenticated with a signature.

Failure to comply with this requirement will render the tender liable for rejection on grounds of being incomplete.
- 2.3 The "Transport (heavy) – 10T" rate must be quoted per hour and will include use of crane truck (minimum 10T) for lifting and lowering of equipment and material, Driver, qualified Crane Truck Operator, rigging equipment/accessories, Mobile Crane Operator's Assistant(s), appropriate PPE, required safety documentation, and travel time and distance to and from JW site(s).

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- 2.4 The “Mobile Crane – 55T/110T” rate must be quoted per day and will include use of mobile crane (minimum 55T or 110T as case may be) for lifting and lowering of equipment and material, Driver, qualified Mobile Crane Operator, rigging equipment/accessories, setting up equipment and Crane Truck Operator’s Assistant(s), appropriate PPE, required safety documentation, and travel time and distance to and from JW site(s). Day rate must be for a minimum of 8 hours including 2-hour travel time.
- 2.5 The “MV Electrician”, “Installation Electrician” and “Protection Technician” rates will be quoted per hour and the rates must include labour, appropriate PPE, required safety documentation, tools, all necessary electrical test instruments (including specialised), computers, computer software packages and all consumables not listed in the pricing schedule.
- 2.6 The “Assistant (labourer)” rate will be quoted per hour and must include labour, appropriate PPE, required safety documentation and tools. This rate is intended for all assistants or labourers for any works and is not only limited to the electrical trade.
- 2.7 The new electrical items (transformers, switchgear etc.) quoted prices will be per each item and must include costs of Factory Acceptance Test(s), Site Acceptance Test(s) and other necessary tests and certifications.
- 2.8 The “TLB” rate will be quoted per hour and must include the use of TLB to excavate or backfill, qualified TLB Operator, diesel (fuel), appropriate PPE and required safety documentation. Rate to also include delivery and recovery (transport) of TLB to/from site.
- 2.9 The “Protection Engineer” rate must be quoted per hour and must include the following:
- Rate of the Protection Engineer who has BEng/BSc/BTech/AdvDip/BEngTech in Electrical Engineering and is registered with ECSA as Pr Eng or Pr Tech Eng, and has a minimum of 3 years’ experience practicing in the field of medium voltage networks electrical protection, which must include designing of electrical protection systems and medium voltage networks.

Computer software packages, tools, test instruments (including specialised), appropriate PPE, safety documentation and

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consumables which might be necessary to complete the work in this contract as a Protection Engineer.

2.10 Data logging rate for MV and LV will be quoted per hour and must include data logging equipment, electrical data analyser, connecting wires, setting and connecting equipment as well as security measures of the equipment whilst it is on JW site.

2.11 Articulating Boom Lift rate must be quoted per hour and must include an articulating boom lift with a minimum reach of 10m, fuel or battery power, qualified operator, operator's assistant(s), travel time to and from JW's site and setting up equipment and consumables. Rate must also include required appropriate PPE for the crew as well as necessary safety documentation. Plant must comply with necessary OHS requirements and regulations.

2.12 Truck mounted lifting boom rate must be quoted per hour and must include a truck mounted lifting boom with a minimum reach of 10m, fuel, qualified operator, operator's assistant(s), travel time to and from JW's site and setting up equipment and consumables. Rate must also include required appropriate PPE for the crew as well as necessary safety documentation. Plant must comply with necessary OHS requirements and regulations.

2.13 Indirect cost rates only apply in the event that a contractor is required to perform 'strip, test/assess and quote' on equipment. Rates can only be applied once per equipment.

2.14 Appropriate PPE may include arc rated PPE and contractor's crew/team may be expected to have such PPE on before entering JW's substations or MCC buildings in line with site-specific risk assessment report. MV Operating will only be performed by personnel using the correctly rated PPE as per site-specific risk assessment report.

3. CONTRACT PRICE ADJUSTMENT:

3.1 Firm price tender rates are required for the duration of the contract.

4. SURETY BOND:

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

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5. COMPLIANCE WITH LEGISLATION:

- 5.1 The Service provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulation specified therein.
- 5.2 The Service provider 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 Service provider 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 The service provider shall also comply with all Occupational Health and Safety requirements as prescribed at JW sites and premises; whether conducting work on site or merely collecting equipment.

7. INSURANCE AND INDEMNIFICATION:

- 7.1 In addition to any insurance required to be held by the Service provider in terms of the Occupational Injuries and Diseases Act No.130 of 1993, the Service provider must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all Third Party risks.
- 7.2 The Service provider hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Service provider's own employees resulting from the operations carried out by the Service provider under this contract up until the date of acceptance.
- 7.3 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Service provider within 21 days of notification of acceptance of the tender. Proof of renewal or extension of insurance cover must be furnished by the Service provider whenever required by JW.
- 7.4 The Service provider shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.

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- 7.6 The service provider shall be liable against any damage or theft of JW assets in his possession and or in transit and must be insured and indemnify should such instances happen.
- 8. REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER VARIATION AND INDULGENCES:**
- 8.1 If the supplier or any person employed or associated with him or in the case of a Company, a Director or shareholder or person similarly associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to person in the employ of JW this contract shall be avoidable at the instance of JW.
- 8.2 If the Service provider has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
- 8.2.1 Fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days), within such further period as may be reasonable in the circumstances, provided that the Service provider furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.
- 8.2.2 Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the service provider's indebtedness to JW.
- 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

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or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

9. DISPUTES:

- 9.1 In the event of any dispute arising between JW and the Service provider in connection with or arising out of the contract, it shall be referred to the Managing Director of JW who shall state his decision in writing and give notice of the same to the Service provider within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Service provider subject to clause 9.2.
- 9.2 Should the Service provider be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.
- 9.3 Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Service provider that the dispute or disputes be settled by Court of Law having jurisdiction.

10. SCOPE OF CONTRACT:

10. The tenderer will be required to perform maintenance of medium voltage equipment, cables (MV/LV), flood lights, substations and MCC buildings at the various JW wastewater treatment works on an "as and when" required basis for a period of nine (9) months. The tenderer must consult **Technical Specifications** for more technical details.
- 10.1 **For strip, quote and repair of damaged or defective electrical equipment and components and accessories**
- i) The service provider will be required to complete and sign the equipment collection when collecting any equipment/accessory for repairs at the JW sites.
- This form shall also be completed and signed when delivering / returning that particular equipment/accessory to the JW sites.
- ii) The relevant authorised JW representative will also sign that same form (referred to herein Clause 10.1 (i)) during collection and delivery of equipment/accessory.

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- iii) A copy of the form (referred to herein Clause 10.1 (i) and (ii)), will then be issued to the service provider upon delivery of the equipment/accessory to JW.

10.1.2 The tenderer will be required to strip the equipment/accessory and provide JW with a comprehensive (detailed) quotation of the required work, the costs breakdown and failure assessment report within five (5) working days after stripping the equipment/accessory.

- i) JW reserves the right to inspect the stripped equipment/accessory prior to approval of the work.
- ii) The comprehensive quotation (referred to herein Clause 10.1.2) must include a “pre-quotation” from the OEM (Original Equipment Manufacturer) for the components / parts / spares which the service provider intends to use when carrying out any repair and maintenance work.
- iii) Every comprehensive repair quote (referred to herein Clause 10.1.2 (ii)) must also include / indicate the Total Cost of Replacement of the equipment/accessory.

Thereafter the Authorised JW representative shall:-

- 10.1.2.1 Issue an approval to commence with repairs / maintenance through a Purchase Order/ Purchase Instruction.
- 10.1.2.2 Issue a letter instructing the service provider to commence with repairs on the equipment/accessory.

The Service provider will then repair and assemble the equipment/accessory and return the equipment/accessory to relevant JW site.

- 10.1.3 Upon completion of works (repairs and assembling), the service provider shall deliver the equipment/accessory to the respective JW sites.
 - i) The service provider shall include a data pack with the following documents: comprehensive job card, detailed invoice, delivery note, completed quality control forms, site acceptance form (where applicable)

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- ii) Comprehensive job card and detailed invoice shall outline all the work done and consumables used, as well as any parts fitted or replaced on the equipment/accessory. This clause is only applicable where mark-up will be applied.
- iii) For every work / job that entails replacement of parts, the detailed quality control forms must also include OEM pre-invoices and material certificates (where applicable) for each part or spare replaced or fitted.
- iv) Detailed quality control forms must also include assembly check sheets, paint check sheets, factory release forms and test reports confirming the operational assessment condition of the equipment post repair / assembling / replacement.
- v) The detailed quality control forms must also include Warrantee Certificates for every repair and replacement work.
- vi) Where scope of work includes installation, the detailed quality control forms must also include site acceptance forms approved by JW authorised representative.
- vii) On request by JW, the detailed invoice (referred to herein Clause 10.1.3 (i)) must be accompanied by **All** replaced parts upon delivery of the equipment/accessory to the respective JW sites.

Failure to do so shall result in the non-signing of the Delivery Note (i.e. the JW Representative will not endorse the work done by the service provider) and will result in non-payment of the service provider.
- viii) Equipment/accessory must be rendered of “good condition” in whole and not in parts.
- ix) The comprehensive job card (referred to herein in Clause 10.1.3 (i)) must include the equipment’s serial number, equipment type, make and size of equipment.

10.2 For Preventative Maintenance of Electrical Equipment

- 10.2.1 The service provider will be requested by JW authorised representative to assess the intended preventative maintenance work and issue a detailed quotation for that work. The service provider will issue a detailed quotation within a time period

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stipulated in the contract response times indicating a breakdown of the costs of labour, spares, transport, plant etc required to complete the intended preventative maintenance work.

10.2.2 Authorised JW Official shall instruct the Service Provider through an official JW Purchase Order based on service provider's detailed quotation, to implement the intended preventative maintenance work. When the Service Provider implements this intended preventative maintenance work a procedure outlined in 10.2.3 (ii) to (x) shall be followed.

10.2.3i) Preventative maintenance work requested maybe based on JW Preventative Maintenance SOP for a particular electrical equipment/accessory (e.g. switchgear, BTU, transformer, RMU, miniature substation etc.). Preventative Maintenance SOP's will differ from one site/plant to the other. Typical Preventative Maintenance SOP's maybe requested from respective JW sites.

ii) Before any works could be started with regard to Preventative Maintenance SOP, the service provider must secure a site-specific permit-to-work and observe all applicable health and safety rules including Lockout SOP's. Any other formal equipment handover documentation will also be completed by the service provider and JW authorised personnel before work commences.

iii) Upon completion of works (implementation of the Preventative Maintenance SOP), the service provider shall re-commission the concerned equipment to the respective JW sites' re-commissioning procedures. Commissioning must be witnessed by an authorised JW personnel.

iv) On handover of equipment back to JW, the service provider shall submit a data pack with the following documents: comprehensive job card, detailed invoice, permit-to-work documentation, completed quality control forms, site acceptance form (where applicable). Authorised JW personnel shall accept handover in a form a signature on the handover form.

v) Comprehensive job card and detailed invoice shall outline all the work done and consumables used, as well as any parts fitted or replaced on the equipment.

For every work / job that entails replacement of parts, the detailed quality control forms must also include OEM pre-invoices and

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- vi) material certificates (where applicable) for each part or spare replaced or fitted.

Detailed quality control forms must include re-assembly check sheets and test reports confirming the operational assessment condition of the equipment post maintenance.

- vii)

The detailed quality control forms must also include Warrantee Certificates for any spare replacements.

- viii)

The detailed quality control forms must also include site acceptance forms approved by JW authorised representative.

- ix)

On request by JW, the detailed invoice must be accompanied by all replaced parts. Failure to do so shall result in the non-signing of the Delivery Note or Site Acceptance Form (i.e. the JW

- x)

Representative will not endorse the work done by the service provider) and will result in non-payment of the service provider.

The comprehensive job card must include the equipment's serial number, equipment type, make and size of equipment, location and plant.

Cable maintenance work and other ad hoc maintenance work including flood lighting.

- 10.3** Where work does not include troubleshooting or fault-finding, the service provider will be requested by JW authorised official, through an official JW Purchase Order based on service provider's detailed quotation, to perform the works.
- i)

Where work includes troubleshooting or fault-finding, the service provider will be requested in writing by the JW authorised representative to come to the specific JW site to perform troubleshooting or fault-finding. The service provider will provide

- ii)

JW with a detailed quotation as soon as troubleshooting or fault-finding is completed and the source of the problem has been uncovered by the service provider. The service provider will not continue with the rectification of the problem until authorised in writing by JW authorised representative.

Before any works could be started with regard to cable maintenance work or other ad hoc maintenance work, the service provider must secure a site-specific permit-to-work and observe all applicable health and safety rules including Lockout SOP's.

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- iii) Any other formal cable/equipment handover documentation will also be completed by the service provider and JW authorised personnel.

On handover of cable/equipment back to JW, the service provider shall submit a data pack with the following documents: comprehensive job card, detailed invoice, permit-to-work documentation, completed quality control forms, test certificates, site acceptance form (where applicable).

- iv)

Comprehensive job card and detailed invoice shall outline all the work done and consumables used, as well as any parts fitted or replaced on the equipment.

- v) For every work / job that entails replacement of parts, the detailed quality control forms must also include OEM pre-invoices and material certificates (where applicable) for each part or spare replaced or fitted.

- vi) Detailed quality control forms must include re-commissioning check sheets, site acceptance forms and test reports confirming the operational assessment condition of the cable/equipment post maintenance.

- vii) The comprehensive job card must include the equipment's serial number, equipment type, make and size of equipment, location and plant.

- viii) **For new electrical items (transformers, switchgear, miniature substations etc.) – replacement equipment and supply of electrical test instruments**

10.4

- i) For JW to consider acceptance of the design of new electrical item (replacement equipment). Design drawings, technical datasheets, technical specifications, type test certificates, regulatory certificates, SABS certification etc. must be submitted together with a quotation to JW. Design acceptance shall be done so in writing by the relevant Regional Maintenance Manager in addition to an official PO.

Only new electrical items (replacement equipment) which conform to JW's generic particular specifications shall be considered for approval.

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- ii) Replacement equipment which are not the exact same model of the existing equipment due to product obsolescence will not be accepted by JW before the JW Engineers have verified suitability of application. Only equipment which do not require modification of the existing system(s) will be considered for approval. It is the responsibility of the service provider to prove application suitability of the offered replacement equipment.
- iii)

- iv) Replacement equipment shall be subjected to Factory Acceptance Test (FAT) before they are delivered to JW sites, and Site Acceptance Test (SAT) after installation and before hot commissioning. FAT and SAT shall be based on approved Quality Control Plan (QCP) which has been approved by JW. QCP must be sent to JW for approval as soon as Purchase Order (PO) is issued.

FAT, SAT, commissioning and handover of the replacement equipment shall be signed off by an authorised JW Personnel.

New electrical test instrument shall be approved by JW in a form of an Official PO.

- 10.5 In an Emergency, work will be authorised by JW official email or a letter or other written format instructing the service provider to undertake specified work and Overtime rates will be effected.

The email or letter or written format must be written by the respective JW Regional Maintenance Manager or Electrical Manager.

Payment for all emergency work must conform to the requirements of this document.

- 10.6 For any additional work (not covered under the contract scope) that might be required on the equipment at the time of repairs / maintenance, the service provider shall only commence upon receipt of JW official purchase order.

- 10.7 All equipment repaired by the service provider, where applicable, must be pre-filled with insulating oil, SF6 gas etc. and greased by the service provider prior to delivering the equipment to JW.

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| | 10.7.1 | Only the grade of insulating oil and grease that is recommended by the relevant equipment manufacturer may be used. |
| | 10.7.2 | The authorised JW representative will confirm that this has been done by signing the equipment collection and delivery form. |
| 11. WARRANTY: | 11.1 | The provisions of this contract shall be subject to the warranties that apply to new parts supplied by the service provider for repairs of electrical equipment/accessories and also to the new units supplied by the service provider for the duration of the contract.

Therefore, if the rectification of a defect in these assets or the replacement of a part is covered by warranty, such rectification/replacement shall be done at no cost to JW. |
| | 11.2 | The warranty period referred herein Clause 11.1 above, will be for a period of six (6) months for spare parts and twelve (12) months for new units from the time that the equipment installed at the applicable JW site and is in use. |
| | 11.3 | For the equipment that has a run hour meter, the warranty will be equivalent to operational hours as per run hour meter from the time of installation. |
| | 11.4 | Workmanship warranty shall be three (3) months. |
| 12. QUANTITIES: | 12.1 | No quantities are given due to the nature of this contract.

It is the tenderer's responsibility to conduct thorough assessment to understand the condition and age of the equipment to be repaired or maintained.

Also, the tenderer is encouraged to familiarise themselves with all JW wastewater treatment works and the distances to be travelled when collecting and delivering equipment as well as when conducting site work. |
| 13. VALIDITY OF TENDER: | 13.1 | The Tender shall be valid for a period of ninety (90) days from the date of closing of Tenders. |
| 14. ADJUDICATION OF TENDERS: | 14.1 | The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to its best interest and will not necessarily award the tender in whole or in part and to more than one tenderer. |

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| 15. COMPLETENESS: | 15.1 | Failure to complete all forms as required will render the tender liable to rejection on the grounds of being incomplete. |
| 16. PAYMENT: | 16.1 | <p>The method and conditions of payment to be made to the service provider(s) under this contract shall be in accordance to JW's conditions of payment.</p> <p>The attention of the service provider is brought to the following additional requirements:</p> <ul style="list-style-type: none"> i) The service provider is required to submit a comprehensive job card and detailed invoice as prescribed above and all its requirements. Failure to provide these documents will result in non-payment of the invoices. ii) The service provider shall submit the invoice for work done as well as the statement to the relevant JW site and representative for which services were rendered for. <p>Payment will be processed based on 30 days from the date of statement subject to any adjustment by the Regional Maintenance Manager or other authorised JW Representative in respect of errors, downtime, penalties or any other claim that 'JW' may have in respect of this contract.</p> |
| 17. INSPECTIONS: | 17.1 | The Regional Maintenance Manager or any official of JW on their behalf may at any time by appointment with the service provider inspect the material and workmanship relating to maintenance work performed by the service provider. |
| 18. REPLACEMENT PARTS: | 18.1 | <p>All spare parts used for repairs, must be parts approved by the Original Equipment Manufacturer (OEM) and/or SABS approved, where applicable.</p> <p>SABS certification must be supplied with detailed data pack.</p> |
| | 18.2 | <p>All spare parts used for repairs, must not be of inferior quality. Where they may be found to be defective prior to the prescribed.</p> <p>Warranty period (herein referred to in Clause 11.1 and Clause 11.2) will be applied.</p> |

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- 19. RESPONSE TIMES:** 19.1 The tenderer's attention is directed to Technical Specifications.
- 20. TURNAROUND TIMES:** 20.1 The tenderer's attention is directed to Technical Specifications.
- 22. FURTHER INFORMATION:** 22.1 For Technical Enquiries:
Thabiso Thabeng
Email: thabiso.thabeng@jwater.co.za
Tel: (011) 510 2602
- 23. NOTICE:** 23.1 Any NOTICE or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-
- 23.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered, in which event such notice shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved);
- Or
- 23.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery;
- Or
- 23.1.3 Sent by telefax to its chosen telefax number, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 23.2 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

PART B TERMS AND CONDITIONS FOR BIDDING

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1. BID SUBMISSION:

- 1.1. BIDS MUST BE SUBMITTED BY THE STIPULATED TIME . 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 ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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☐ YES ☐ NO

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

GENERAL CONDITIONS OF CONTRACT (GCC) WILL BE APPLICABLE TO THIS RFP.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Mr Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),
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PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

SIGNATURE(S) OF AUTHORIZED PERSON

DATE:

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

Name of authorized person (in block letters)

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)
SMME (EME or QSE) owned by 51% or more - Black People	10	
Business owned by 51% or more –Women	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