

<b>REQUEST FOR PRICING</b> (GOODS AND SERVICES)	Form No: JW SCM Dev MBD1  Revision No: 02  Effective Date: February 2023
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RFQ NUMBER:	JW RFP 22/05/2025	CLOSING DATE:	26/05/2025	CLOSING TIME:	14:00
DESCRIPTION:	Supply/ hire of Mechanical Plant for a period not exceeding four (04) months				
BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	22/05/2025				

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	
<b>CONTACT PERSON</b>	Tshilidzi Takalani	<b>CONTACT PERSON</b>	Nosipho Mokoena
<b>TELEPHONE NUMBER</b>	011 6881772	<b>TELEPHONE NUMBER</b>	011 688 1585
<b>E-MAIL ADDRESS</b>	<a href="mailto:tshilidzi.takalani@jwater.co.za">tshilidzi.takalani@jwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:Nosipho.mokoena@jwater.co.za">Nosipho.mokoena@jwater.co.za</a>

SUPPLIER INFORMATION			
<b>NAME OF BIDDER</b>			
<b>POSTAL ADDRESS</b>			
<b>STREET ADDRESS</b>			
<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>
<b>CELLPHONE NUMBER</b>			
<b>FACSIMILE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>
<b>E-MAIL ADDRESS 1</b>			

Directors:

Ms 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,  
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Mr Kefiloe Mokoena

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

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

#### BID SUBMISSION:

- Bids must be submitted by the stipulated time to the tender box located at the ground floor at Turbine Hall, Johannesburg Water, 65 Ntshavheni Street, Newtown. 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.

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

The contract entails the supply/hire of the mechanical plant with operators as and when required by JW and in accordance with the specifications as outlined in this document for a period not exceeding four (04) months.

Johannesburg Water (JW) will award the contract and allocate work based on the number of TLBs (Tractor-Loader-Backhoes) required. The successful service provider(s) will be expected to supply and/or hire out the specified mechanical plant equipment to various JW operational sites. These include but are not limited to JW Depots, Wastewater Treatment Works, and other designated project locations. The services will be rendered on an "as and when required" basis, meaning that equipment will be requested as the operational need arises, rather than on a fixed schedule. The duration of this arrangement shall not exceed four (4) months from the date of commencement. The aim is to ensure timely access to plant machinery to support urgent and short-term operational needs across the entity.

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## 1.2. GENERAL REQUIREMENTS

- a) The following copies of all required documents must be submitted with the RFP before RFP closure date and time:
- Proof of Certificate of Registration in Respect of Motor Vehicle in accordance with the National Road Traffic Act.
  - Proof of valid Motor Vehicle Licence and Licence Disc in accordance with the National Road Traffic Act.

**Note 1:** Failure to do so will render the tender liable to rejection on the grounds of being incomplete and non-compliant.

**Note 2:** At any given time on site during the duration of the contract JW's Representatives from various sites may request the service provider to produce documentation for their plant offered so as to reassure and monitor the compliance of the plant.

- b) The above documents must remain valid throughout the duration of the contract.
- c) All plant shall be free from leaks of any type of fluid.
- d) At all times, plant shall be kept in a roadworthy condition.
- e) Reversing alarms are a prerequisite of the Occupational Health and Safety Act 85 of 1993.
- f) A macrograph must be fitted to each vehicle showing speeds; engine revolutions, distance travelled, stoppages and power take off usage against time. Alternatively, a tracking device must be fitted to each vehicle and the tracking report showing the above required information must reflect on the report. The report must be submitted together with invoices.
- g) All vehicles accepted for this contract shall for the duration of this contract unless substituted or removed from the schedule of equipment provided herein; remain registered in the name of the service provider as at the time of acceptance of this tender.

## 1.3. PERMITS AND COMPLIANCE WITH REGULATIONS AND BY-LAWS

- a) JW shall apply for and obtain any permits, licenses, certificates, permissions, or exemptions which may be required for and in connection with the entry and use of the plant on the site.

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#### City of Johannesburg

Johannesburg Water SOC Ltd

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Fax +27(0) 11 688 1528

[www.johannesburgwater.co.za](http://www.johannesburgwater.co.za)

- b) All items of plant tendered for must conform to the requirements of the Road Traffic Act and Regulations as amended, where applicable.
- c) All abnormal load permits must be obtained and kept up to date by the Service Provider.

#### 1.4. EMPLOYMENT OF PERSONNEL

- a) The Service Provider must ensure that all his/her personnel are lawfully employed for the execution of this contract.
- b) All operators and drivers must be licensed in terms of the Road Traffic Act No 93 of 1996 and regulations as amended.
- c) The tenderer shall provide an appropriately coded licensed driver or plant operator with each item of plant hired during the hours for which it is made available.
- d) In addition to a driver or plant operator required with certain plant, the service provider may, if he wishes to, supply an attendant/assistant where required at no additional cost to JW to assist the driver/operator.
- e) All drivers shall be over the age of 18 years and competent to do the work agreed upon. The relevant JW manager or representative shall be at liberty to object to and require the service provider to remove any person employed in terms of this contract, whom in their opinion, is performing in an unsafe or incompetent manner or in misconduct.

#### 1.5. OPERATORS

- a) The operator must carry out faithfully, efficiently and with due diligence all operations according to the instructions of the relevant JW Manager or representative.
- b) Without first obtaining the written consent of the service provider, the relevant JW Manager or representative shall not permit or allow any person other than the operator or mechanic to operate any item of plant.
- c) Only skilled operators may be employed with valid professional driving permits and any operator found to be unsuitable must be replaced immediately upon notification.
- d) The service provider shall ensure that an operator(s) is provided to work during stand by and over time as agreed upon with the relevant JW manager while taking into consideration, the statutory limits for the number of working hours per week for an individual, as prescribed by the Department of Labour.

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

## **1.6. BREAKDOWNS**

- a) Breakdowns or delays shall be reported to the relevant JW Manager or representative by the service provider's operator by means of a 2 way radio or cellphone. The relevant JW Manager or representative will render necessary assistance in conveying these reports, but the onus of reporting breakdowns or delays from the service provider rests with the service provider's operator.
- b) The service provider is also expected to supply additional items of plant in the event of breakdowns that cannot be repaired within 24 (twenty-four) hours.

## **1.7. INCLEMENT WEATHER**

- a) In the event of inclement (bad, extreme, severe) weather, no payment will be made to the service provider. The time lost due to inclement weather shall include any period during which plant cannot work because of the effect such weather has on either the plant or the work to be carried out on that site.

## **1.8. INSPECTION AND IDENTIFICATION OF PLANT**

- a) All items of plant accepted on the service provider may again be inspected by the relevant JW Manager or representative when delivered to the site for the first time. The plant will be checked to ensure that it complies in all respects with JW's requirements as detailed in the tender documents.
- b) Any item of plant found by the relevant JW Manager or representative to be unsuitable shall be removed immediately by the service provider. The penalty as described in Clause 18 of the special conditions shall be imposed until a suitable replacement is provided.
- c) The relevant JW Manager or his/her representative shall at all times be entitled to have access to and inspect the plant.
- d) Unless prior approval of the relevant JW Manager or representative has been obtained, plant must be serviced by the service provider outside working hours.
- e) All plant must have sufficient fuel to operate between services.

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## 1.9. OPERATION OF PLANT

- a) During the period of hire, the relevant JW Manager or representative undertakes that the plant will be used only for the purpose of which it was hired. The responsibility rests with the service provider through his operator to ensure that the plant is not misused or damaged in any way.

b) Hours of Work

- i. The service provider may be required to work the following working hours depending on the requirements of the relevant JW Manager:

**Normal time:**

*Mondays to Fridays (Excluding Public holidays) when the plant is on call out (working)*

07h00am to 16h00pm

**Overtime:**

*Weekdays when the plant is on call out (working)*

16h00pm to 07h00am

*Weekends and Public Holidays when the plant is on call out (working)*

07h00am to 16h00pm

16h00pm to 07h00am

**Standby:**

*During normal time and overtime when the plant is not on call out (not working)*

- ii. The above provides a breakdown of the classification of working hours and the actual requirements of users will be confirmed by the relevant JW Manager or representative.
- iii. The service provider may be required to work overtime on weekends and public holidays outside the normal working hours specified above and will be paid for at overtime rates in terms of the Price Schedule.
- iv. Allocation of overtime work to any service provider shall be at the absolute discretion of the relevant JW Manager or representative.
- v. The service provider shall ensure that a time sheet is kept in respect of each item of plant and that it contains such information as may be required and stated in Clause 19.2 of the special conditions.

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c) Standby

- i. The standby rate must be indicated in the price schedule. The standby will be applicable when the plant and operator is at JW premises during normal working hours but not on call (not working) and when the plant and operator is scheduled to be on standby during overtime by the relevant JW Manager or representative.
- ii. One (01) plant per depot will be required to be on standby after normal working hours at all times unless otherwise stated by the relevant Manager or his/her representative.
- iii. The service provider will therefore be required to submit a standby rate to provide plant with an operator, as and when required by JW.
- iv. This standby rate will guarantee the availability of the plant & operator for use after normal working hours. Also, standby rate will be applicable for payment that is not on call during normal working hours.
- v. For plant designated as required for standby after normal working hours, the overtime rate will apply when the plant starts working.
- vi. Should plant be contracted on standby and found not to be available when required, Johannesburg Water will be entitled to deduct any payments that were made in respect of standby for that week and will be entitled to take action in terms of non-performance.
- vii. Additionally, during normal hours when the plant is not on call out (not working), the standby rate will be applicable. The normal rate is applicable when the plant is working.

## 1.10. DESCRIPTION OF PLANT

### PLANT REQUIRED:

i. **Tractor Loader Backhoe (TLB)**

These machines are required mainly for excavating trenches to lay or expose pipelines. They must be capable of dumping the excavated material on either side of the excavations. Machines must have available a range of interchangeable buckets and be capable of 360 degree rotation. The following types of TLB's will be required to favour for all types of geological conditions in various areas within the jurisdiction where they are required to work;

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**(a) 7500KG TLB's**

4x4 or 4x2 wheel drive machine with side shift, Dig depth +5m and 1m<sup>3</sup> bucket

Due to the difficulties experienced in some of the areas where JW works, where TLB's of 50KW output or less had breakdowns due to the plant failing to cope with the geological condition of the area, TLB's with Dig depth +5m, 67kW, 1m<sup>3</sup> bucket are required to only be allocated to areas where they can be utilized.

### 1.11. EXCHANGE OF PLANT

The service provider shall be awarded for the hire of particular item of plant/equipment as described in full in the Technical Data Sheet and it shall be expected that such particular item be supplied on site when called for. Where for reasons beyond the control of the service provider, and the service provider is not able to supply the particular machine under contract; they may with the permission of the relevant JW Manager substitute another machine, but this alternative machine, in the opinion of the relevant JW Manager must be in no way whatsoever, inferior to the actual machine under contract.

If a service provider is unable to provide the quantity of plant initially requested, then the next ranking tenderer will be called upon to provide the shortfall, so as to provide uninterrupted service to the communities being serviced.

### 1.12. REQUIRED DOCUMENT

The following copies of documents for mechanical plant offered are required;

- a) Tractor Loader Backhoe (TLB) / Loader Pump Lifter
- Proof of Certificate of Registration in Respect of Motor Vehicle in accordance with the National Road Traffic Act.
  - Proof of valid Motor Vehicle Licence and Licence Disc in accordance with the National Road Traffic Act.

***Note 1: Only plant with all supporting documents as required will be considered.***

***Note 2: The required documents for plant offered must be in the name of the Tenderer bidding or name of the company that the Tenderer will be leasing the plant from.***

***Note 3: In the event that the tenderer's plant offered will be hired/leased from another service provider, the tenderer must provide a letter of intent to hire from the lessor for plant offered, as well as all the required documents as stipulated above for the plant. The letter of intent must commit that the plant will be made available as required.***

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**Note 4: In the event that the plant offered are owned by the Tenderer, the Tender must provide a confirmation letter on their company letterhead committing to supply the plant upon the commencement date of the contract.**

**Note 5: With Johannesburg Water allowing tenderers to hire the plant from lessors in order to meet Johannesburg Water's capacity requirements, tenderers that are leasing plant are to submit an alternate letter of intent and documentation for the plant that they are offering. If Tenderers that are hiring submit both the letter of intent and the alternate letter of intent, upon evaluation both letters will be considered for determination of the number of plant offered. Tenderers that are hiring plant that do not submit an alternate letter of intent to hire documentation will not be disqualified, however, only the submitted letter of intent will be considered upon evaluation. The letters of intent submitted by the service provider must also commit that the plant will be supplied upon commencement date of the contract. Please refer to the Allocation Strategy to determine how Tenderer's plant will be considered as per Johannesburg Water's requirements.**

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

### 1.13. SAFETY AND SECURITY

- a) The service provider must ensure that he conforms to all safety regulations, and that the requirements of the Occupational Health and Safety Act No 85 of 1993 are met at all times.
- b) The service provider shall at his own expense provide adequate protective clothing for his staff and protection to machinery, as he, the relevant JW Manager or the Safety Officer may deem necessary at any stage of the contract.
- c) The service provider shall be responsible at all times for security of items of plant working under this contract.
- d) Upon award, the successful service provider(s) will be inducted by the company's OHS department on the requirements that will be applicable for the duration of the contract in terms of all occupational health and safety.
- e) Successful tenderers will be required to compile and submit a Health and Safety File for approval by the JW OHS Department prior to commencement of the works to be conducted on the contract.

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- f) For the duration of the contract, monthly site inspections will be conducted by the assigned OHS representative of JW where the appointed service provider(s) will be inspected for compliance in line with the health and safety requirements as set out on the Occupational Health, Safety & Environmental Specification of the tender document and any other requirements as expected.

#### 1.14. TRANSPORTATION OF PLANT TO/FROM SITE

- Service provider(s) shall be paid in terms of this contract for every kilometer travelled by them from their workshops/premises to the respective depot/wastewater treatment plant whereby the plant is required and returned. The transport rate shall be measured as a distance from a contractually agreed contractor's premises to the respective Johannesburg Water depot/wastewater treatment plant (up to a maximum of 200km return).
- The transportation of plant rate is only applicable for when the plant is delivered and collected from the respective depot/wastewater treatment plant. The rate is not applicable when the plant is travelling from the depot/wastewater treatment plant to the respective site where it will be working.
- Service provider(s) who do not have premises located within the boundaries of Gauteng province will be required to confirm that upon award they will establish a satellite workshop within the Gauteng province.
- The rate quoted per kilometer must consider all the factors of costs incurred in delivering/collecting such item of plant/machinery to Johannesburg Water.

#### 1.15. DURATION OF CONTRACT

For a period not exceeding four (04) months on month-to-month basis.

#### 1.16. 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

Item No.	Plant Description	Specification	Estimated required plant
1	TRACTOR LOADER	7500KG	32

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## City of Johannesburg

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	<b>BACKHOE (TLB)</b>	4x4 or 4x2 wheel drive machine with side shift, Dig depth +5m and 1m <sup>3</sup> bucket	
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### 1.17. LOCATION AND DELIVERY:

The mechanical plant will be required in all regions within the City of Johannesburg as well as wastewater treatment works.

- Region A: Midrand / Ivory Park/ Diepsloot/ Kya Sand
- Region B: Rosebank/ Randburg/ Emmarentia/ Greenside/ Melville/ Northcliff
- Region C: Rooderpoort/ Constantia Kliff/ Northgate
- Region D: Doornkop/ Dobsonville/ Protea Glen/ Soweto
- Region E: Alexandra/ Wynberg/ Sandton/ Lombardy East/ Houghton
- Region F: Parktown/ JHB CBD/ Mondeor/ City Deep/ Bassonia/ Glenvista/ Meredale
- Region G: Orange Farm/ Ennerdale/ Lenasia/ Finetown
- All JW wastewater treatment works

## 2. SPECIAL CONDITIONS

### 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 "Manager" shall mean the JW Regional Manager of one of the six regions or his authorised representative.

### 2. PRICE:

- 2.1 All prices shall include Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
- 2.2 All alterations must be authenticated with a signature or initialled by the authorised signatory. Failure to comply with this requirement will render the tender liable for rejection on grounds of being incomplete.
- 2.3 The plant / machine rates must be quoted on the Pricing Schedule and must include the cost for fuel / diesel, oil stores, insurance, operational

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assistant, transport (unless otherwise stated) and all other expenses incidental to the hire and operation of the plant and work to be performed.

2.4

Plant shall be paid for at the rates tendered in the Pricing Schedule for the full period of hire except for breakdowns, unavailability, delays and inclement weather when plant cannot be used.

### **3. CONTRACT PRICE ADJUSTMENT**

3.1 The rates offered must be firm for the duration of the contract.

### **4. SURETY BOND:**

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

### **5. COMPLIANCE WITH LEGISLATION:**

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

5.2 The Contractor shall comply with all the requirements prescribed in the technical specification, unless otherwise stated.

### **6. SAFETY:**

6.1 Without derogation from the generality of Clause 5.1, or from any other Provision of this contract, the Contractor shall comply in all respects with the safety and other requirements of the Occupational Health Safety Act 85 of 1993 and the regulations applicable.

6.2 Upon award, the successful service provider(s) will be inducted by the company's OHS department on the requirements that will be applicable for the duration of the contract in terms of all occupational health and safety. Additionally, the tenderer(s) will be required to compile and submit a Health and Safety File for approval by the JW OHS Department prior to commencement of the contract.

6.3 For the duration of the contract, monthly site inspections will be conducted by the assigned OHS representative of JW where the appointed service provider(s) will be inspected for compliance in line with the health and safety requirements as set out on the **Volume 2- Occupational Health, Safety & Environmental Specification**.

### **7.INSURANCE AND INDEMNIFICATION:**

7.1 In addition to any insurance required to be held by the Service provider in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Service provider must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third-party

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risks. The Service provider hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Contractor's own employees resulting from the operations carried out by the Service provider under this contract.

7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 must be furnished by the Service Provider within 14 days of notification of acceptance of the tender.

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

7.4 Upon award, the appointed service provider(s) will be required to submit proof of insurance as outlined on clause 7.1 to 7.3. Furthermore, the insurance must list all the water tankers trucks that the service provider will be providing to JW.

## **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 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 fourteen (14) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within fourteen (14) days), within such further period as may be reasonable in the circumstances, provided that the Contractor furnishes evidence within the period of fourteen (14) 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.

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

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

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

## 9. DISPUTES:

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

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

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

## 10. SCOPE OF CONTRACT:

10.1 The tenderer shall be required to supply the required mechanical plant with Operators to the various JW Depots, or any other JW sites on an "as and when" required basis for a period not exceeding four (04) months.

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## City of Johannesburg

Johannesburg Water SOC Ltd

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### 11. TIME AND PLACE OF DELIVERIES

- 11.1 The plant and operator shall be supplied to any of the areas prescribed by the JW Relevant Managers within the City of Johannesburg boundaries and will include informal settlements.
- 11.2 JW Managers will issue a requisition for the hire of TLBs as per the price schedule as and when required.

### 12. REQUIREMENTS:

- 12.1 Only plant complying with the technical specifications are to be tendered for and will be considered for this contract.
- 12.2 The tenderer shall be obliged to provide the plant and operators as required. The tenderer shall ensure that the plant and their operators carry out the work allocated to them diligently and to the satisfaction of the relevant Manager.
- 12.3 The plant may also be required to work in informal settlements and it is the responsibility of the Contractor to familiarise himself with the environment at these locations.
- 12.4 The successful tender will be required within 14 days upon award to submit an operational and quality management plan which shall address but not limited to Daily inspections, Replacement of fleet during services or any circumstance resulting in the replacement of fleet, turn-around time, safety, reporting control lines and other operational and quality management related matters.
- 12.5 JW reserves the right to inspect the plant prior to award.

### 13. QUANTITIES:

- 13.1 The Service Provider may or may not be required to provide their offered plant all at once.
- 13.2 The plant will be required on an "as and when" required basis based on JW's needs.
- 13.3 The quantities for this tender are purely estimates and are provided in good faith by JW. The appointed service provider(s) shall be bound to supply whatever quantities that JW will require on an "as and when" required basis during the period of the contract.
- 13.4 The appointed service provider(s) must take note that the quantities may or may not exceed the estimated.

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- |                                     |      |   |
|-------------------------------------|------|---|
| <b>14. WORKSHOP FACILITIES:</b>     | 14.1 | The Service Provider must have workshop facilities fully equipped where plant breakdowns will be attended to as well as a mobile mechanic who will be able to attend to minor breakdowns on site during call outs at all times. The Service Provider's workshop facilities must be in line with the Occupational Health and Safety requirements as the JW OHS departments will be conducting audits on the facilities to ensure compliance.   |
| <b>15. ADJUDICATION OF TENDERS:</b> | 15.1 | The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to its best interest and it is not necessarily intended to award the contract to only one Contractor. Adequate number of contractors shall be appointed to suit the operational needs of the company.  |
| <b>16. ACCEPTANCE OF TENDER:</b>    | 16.1 | A valid and binding contract shall be concluded at the time when the Service Provider receives an official appointment letter and sign letter of acceptance at the offices of JW after the Service Provider where he/she will enter into a contract with JW with the term and conditions packaged in this document.   |
| <b>17. PAYMENT:</b>                 | 17.1 | <p>Payment on this contract will be as follows:</p> <ul style="list-style-type: none"> <li>i) Invoices must be submitted covering a calendar month commencing on the 1<sup>st</sup> day and ending on the last day of the month.</li> <li>ii) The contractor shall submit by the <b>6<sup>th</sup> working day of every month</b> a complete and detailed invoice in triplicate for work done during the previous calendar month. Payment will be based on the invoices subject to any adjustment by the Regional Manager in respect of errors, downtime, penalties or any other claim that JW may have in respect of this contract.</li> <li>iii) Payment will be made within the payment period as prescribed by the JW Finance Department once the correct invoice with no outstanding information is signed off and processed by the depot.</li> <li>iv) Invoices for payment must be submitted under the contractor's name.</li> </ul> |
| <b>18. PENALTIES:</b>               | 18.1 | Instead of exercising its rights in terms of Clause 22 of the General Conditions of Contract, the relevant Manager or his representative may, at his discretion impose the following penalties:   |

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- (i) If an offered item of plant is officially requested in writing from the contractor and is not supplied within 3 calendar days of an order to do so, the contractor will incur penalties. For each item of plant not supplied as required, the contractor will incur 15% (fifteen percent) penalties for their total invoice that they will submit for that specific plant. The penalty will be charged from day 3 of non-delivery up until such time that the item of plant required is supplied.
- (ii) For plant to be offered for standby (TLB's) if an item of plant offered by a contractor as required is not supplied within 24 hours from the official time of order to do so, the contractor will incur penalties amounting to 20% (twenty percent) penalties for their total invoice that they will submit for that specific plant they were required to supply from when the period lapses up until such time that the item of plant is supplied by the contractor.
- (iii) Should any item of plant break down or become defective or should an operator be absent or incapable of operating the plant efficiently while the plant is on site and is expected to be working and performing the tasks required thus causing delays and/or work stoppages any time on any day, then the contractor will not be paid for the period when this event occurs until such time the plant starts operating once again. The contractor shall deduct the amount for that time from their invoice when they submit an invoice for payment for that particular plant.
- (iv) In all cases where a stoppage has occurred without explanations, the contractor will be required to provide written explanations as to the cause thereof and if in the opinion of the relevant Manager or his/her representative was an unavoidable stoppage, not exceeding 1 hour per day, to a maximum of 3 hours per week occurs, no time will be deducted in effecting payment for the day.
- (v) The written explanations referred to in clause (iv) must be made in duplicate within 7 days from the day on which the stoppage occurred. If no written explanations are received, the contractor will not be paid as stipulated in clause (iii) for the period of the stoppage. The relevant Manager's decision will be conveyed to the contractor on the duplicate application submitted which must be taken into account on submission of the invoice for that particular plant.

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If a contractor has defaulted to a point where the level of service has a history of being consistently poor, the relevant Manager may reduce the quantities of plant on hire from this contractor, and request that another contractor from the tendered list provide the service. Alternatively, JW may also terminate the services of the Contractor for poor performance.

## 19. WORKING HOURS:

- 19.1 Plant will be required to work on an “as and when” required basis.
- a) Notwithstanding the hours of work the intention of this contract is to provide a continuity of service to the community and it is envisaged that the contractor appointed will negotiate into a service agreement with the relevant Manager for the region to be serviced.

Starting and finishing times will be determined by the relevant Manager on site based on ‘JW’s’ needs at the time.

- 19.2 All items of plant shall at all times whilst on hire be accompanied by a book, containing in triplicate, daily time sheets. These time sheets shall record the following:

- a) Name of contractor, date, make of vehicle, fleet No., registration No., drivers and assistants name, working registration times, “down time”, reason for down time, signature of relevant Manager.

All time sheets shall be clearly signed by the supervisor in charge of the work and the person so signing shall clearly print his name. ‘JW’ will be charged on the basis of such daily time sheets, when signed by the relevant Manager.

- 19.3 A copy of such daily time sheets shall be presented to the relevant Manager within 5 working days of the completion of the shift for signature, and if signed shall be deemed to be accepted by him. Should the relevant Manager refuse to accept the time sheet figures he shall notify the contractor within 2 working days of his refusal and also of his reasons therefore. The contractor must give an explanation to the satisfaction of the relevant Manager within 7 working days of such notification, failing which penalties in terms of Clause 18.1 may be applied.

## 20. STANDBY

- 20.1 The standby rate must be indicated in the price schedule. The standby will be applicable when the plant and operator is at JW premises during normal working hours but not on call (not working) and when the plant and operator is scheduled to be on standby during overtime by the relevant JW Manager or representative.

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- 20.2 One (01) plant per depot will be required to be on standby after normal working hours at all times unless otherwise stated by the relevant Manager or his/her representative.
- 20.3 The service provider will therefore be required to submit a standby rate to provide plant with an operator, as and when required by JW.
- 20.4 This standby rate will guarantee the availability of the plant & operator for use after normal working hours. Also, standby rate will be applicable for payment that is not on call during normal working hours.
- 20.5 For plant designated as required for standby after normal working hours, the overtime rate will apply when the plant starts working.
- 20.6 Should plant be contracted on standby and found not to be available when required, Johannesburg Water will be entitled to deduct any payments that were made in respect of standby for that week and will be entitled to take action in terms of non-performance.
- 20.7 Additionally, during normal hours when the plant is not on call out (not working), the standby rate will be applicable. The normal rate is applicable when the plant is working.
- 21. CESSION:** 21.1 During the contract the tenderer shall neither cede, assign, sublet, mortgage, pledge nor in any way encumber the plant, lend or part with possession thereof. All plant and operators on this contract may be assigned elsewhere by the tenderer when not required by JW but must be supplied within the stipulated period of time when needed by JW. The plant must be registered in the name of the tenderer for the duration of the contract.
- 22. FURTHER INFORMATION:** 22.1 Should the tenderer have any queries regarding this tender he/she must submit these in writing to Nosipho Mokoena via email at [nosipho.mokoena@jwater.co.za](mailto:nosipho.mokoena@jwater.co.za) during office hours from 07:30am to 15:30pm Monday to Friday within the first two weeks after the tender has been advertised.
- 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:-

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- 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 7<sup>th</sup> (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*.

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### 3. 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 to **Supply/hire of Mechanical plant on an “as and when” required basis** as specified in conformity with the said Tender 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.

#### 3.1. SCHEDULE OF PRICES:

The evaluation on price alteration will be conducted as follows:

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

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

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

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

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.

**Also note:**

- a) All prices must be VAT inclusive.
- b) The rates tendered are for mechanical plant anywhere within the geographical limits of the City of Johannesburg.
- c) The plant rate must include insurances, fuel and all other cost applicable for the plant to execute the work successfully, including the Operator.
- d) The details of all plant offered as listed overleaf will be inspected for acceptability and suitability post award.
- e) Only firm prices will be accepted.

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Tenderer to complete the below table:

Item No.	Plant Required	Specification	Unit of Measure	Estimated Operational Qtys (for four months)	Unit Rate (Excl. VAT)	Unit Rate x Estimated Qtys
1	TRACTOR LOADER BACKHOE  (TLB)	7500KG  4x4 or 4x2 wheel drive machine with side shift, Dig depth +5m and 1m3 bucket	Transport-per km (To and off site)	6400	R.....	R.....
			Normal Time-per Hr	20480	R.....	R.....
			Overtime-per Hr	5120	R.....	R.....
			Standby-per Hr	11200	R.....	R.....
TLBs: Sub-Total (Unit Rate x Estimated Qtys) Excluding VAT					R.....	R.....
15% VAT						R.....
TLBs: Total (Unit Rate x Estimated Qtys) Including VAT						R.....

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

NAME OF BIDDER .....

NAME OF AUTHORIZED PERSON IN BLOCK LETTERS .....

RFP NUMBER: .....

**Directors:**

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#### 4. EVALUATION PROCESS

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

##### Stage 1: Mandatory Evaluation

These are the definitely non-negotiable criteria that must be part of the bid and submitted before RFP closing date and time.

NO.	MANDATORY CRITERIA	YES
1	<p>The tenderer must submit proof of the mandatory documents for their offered plant as they have offered in the pricing schedule of the tender document. <b>The documentation must be submitted together with the RFP document.</b></p> <p>The following documents are required for plant offered:</p> <ul style="list-style-type: none"> <li>a) Tractor Loader Backhoe (TLB) /Loader Pump Lifter <ul style="list-style-type: none"> <li>• Proof of Certificate of Registration in Respect of Motor Vehicle in accordance with the National Road Traffic Act.</li> <li>• Proof of valid Motor Vehicle Licence and Licence Disc in accordance with the National Road Traffic Act.</li> </ul> </li> </ul> <p><b>Note 1: Only plant (7500KG TLB-4x4 or 4x2 wheel drive machine with side shift, Dig depth +5m and 1m<sup>3</sup> bucket) with all supporting documents as required will be considered.</b></p> <p><b>Note 2: The proof of valid Certificate of Registration and valid Motor Vehicle License and License Disc submitted must be in the name of the Tenderer or name of the company that the Tenderer will be leasing the plant from.</b></p> <p><b>Note 3: In the event that the tenderer's plant offered will be hired/leased from another service provider, the tenderer must provide a letter of intent to hire from the lessor for plant offered, as well as all the required documents as stipulated above for the plant. The letter of intent must commit that the plant will be made available as required.</b></p>	Yes

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	<p><b>Note 4: In the event that the plant offered are owned by the Tenderer, the Tender must provide a confirmation letter on their company letterhead committing to supply the plant upon the commencement date of the contract.</b></p> <p><b>Note 5: With Johannesburg Water allowing tenderers to hire the plant from lessors in order to meet Johannesburg Water's capacity requirements, tenderers that are leasing plant are to submit an alternate letter of intent and documentation for the plant that they are offering. If Tenderers that are hiring submit both the letter of intent and the alternate letter of intent, upon evaluation both letters will be considered for determination of the number of plant offered. Tenderers that are hiring plant that do not submit an alternate letter of intent to hire documentation will not be disqualified, however, only the submitted letter of intent will be considered upon evaluation. The letters of intent submitted by the service provider must also commit that the plant will be supplied upon commencement date of the contract. Please refer to the Allocation Strategy to determine how Tenderer's plant will be considered as per Johannesburg Water's requirements.</b></p>	
2	Signed pricing schedule and completed rates for items offered.	Yes

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

## Stage 2: Administrative evaluation

Select appropriate MBD for your Price Schedule.

REFERENCE TO RFP DOCUMENT	DESCRIPTION	REQUIRED
MBD 3.1	Pricing Schedule – Firm Prices (Purchases)	Yes
MBD 4	Declaration of Interest	Yes
MBD 5	Declaration for procurement above R10 Million (all applicable taxes included) per line item if applicable.	Yes
MBD 9	Certificate of Independent Bid Determination	Yes
MBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	Yes
MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Yes

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### Stage 3: Technical Requirements

Technical evaluation - as per tender document and award strategy.

- a) The Tenderer (Company) is required to have experience where the supply or hire of mechanical plant was completed successfully.
- b) Tenderer will be evaluated on the Experience of their site supervisor/ Co-Ordinator.

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TENDERER'S EXPERIENCE AND EXPERIENCE OF KEY PERSONNEL					
CRITERIA NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1	<b>TENDERER'S EXPERIENCE</b>  The Tenderer (Company) is required to have experience in the supply or hire of mechanical plant where the services was completed successfully	The Tenderer (Company) must provide relevant reference letter(s) with proof that they have executed the required works in rendering services for supply or hire of mechanical plant successfully.  <i>This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements. A separate form must be completed for each reference as required in the evaluation criteria. The Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.</i>	<b>Experience in the supply or hire of mechanical plant</b>	60	
			Less than 1 year		0
			1 year and more but less than 3 years		36
			3 years and more but less than 5 years		45
			5 years or more		60
2	<b>Experience of site supervisor/Co-Ordinator</b> in managing or monitoring contracts for the supply or hire of any mechanical plant.	The tenderer must submit or complete the Curriculum Vitae for their Site Supervisor or Site Co-Ordinator who will be assigned for the execution of the work.  The assigned personnel must have experience in managing or monitoring contracts for the supply or hire of various mechanical plant.	<b>Experience of site supervisor/ Co-ordinator in managing or monitoring contracts for the supply or hire of any mechanical plant.</b>	40	
			Less than 1 year		0
			1 year and more but less than 3 years		24
			3 years and more but less than 5 years		30
			5 years or more		40
MINIMUM QUALIFYING SCORE				60	
TOTAL				100	

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## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Supply/ Hire of Mechanical Plant**

**Name of Tenderer:** .....

**Description of Goods / Services provided**

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

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

**Start date (Year- Month -Day) when the above was provided:** ...../...../.....

**End date (Year- Month -Day) when the above was provided:** ...../...../.....

**Name of authorised person:** .....

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

**Telephone/Mobile:** .....

**Email:** .....

**Completed on behalf (Name of Client)** .....

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

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

**Telephone/Mobile:** .....

**Email:** .....

**Completed on behalf (Name of Client)** .....

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

Curriculum Vitae		
Name:		Date of birth:
Profession (Where Applicable):		Nationality:
Qualifications (Where Applicable):		
Name of Employer (firm):		
Current position:		Total Months Relevant Experience:
<u>Employment Record:</u>		
<u>Experience Record Pertinent to Required service:</u>		
START DATE dd month year	End DATE dd month year	ROLE WHICH PROVES RELEVANT EXPERIENCE

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

Date \_\_\_\_\_

Ms Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director), Mr Kgaugelo Mahlaba (Chief Financial Officer and Executive Director), Mr Siphso 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

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## COMPLIANCE CHECKLIST SHEET FOR DOCUMENTATION OF PLANT OFFERED

[illegible]

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

Ms Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director), Mr Kgaugelo Mahlaba (Chief Financial Officer and Executive Director), Mr Siphso 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

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## 5. PREFERENCING

**5.1. Stage 4:** The responses will be evaluated on the **80/20 preference points principle**. Pricing schedule to be completed fully or per item offered. 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:

GOAL	WEIGHTING	VERIFICATION
SMME (An EME or QSE) 51% or more Black owned	4	• Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.
Business owned by 51% or more-Women	6	• Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR • CIPC registration document showing percentage of ownership and share certificate where applicable
Business owned by 51% or more-Black Youth	6	• Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR • CIPC registration document showing percentage of ownership and share certificate where applicable
Business located within the boundaries of Gauteng province	4	• Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and • Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.

**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.

## 6. AWARDING STRATEGY

The intention is to award to the highest scoring tenderer per item/capacity in terms of price and specific goals to one or more tenderers based on JW's capacity requirements.

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## 7. ALLOCATION STRATEGY

Allocate all plant offered by the tenderer to the highest preference ranking tenderer per item. If the number of plant offered is not sufficient to meet all JW capacity and technical requirements for that line item, the following shall happen:

- The next highest ranking tenderer's plant offered that meet the technical requirements will be awarded the difference.
- If JW's capacity requirements are still not met, the next highest ranking tenderer's plant offered that meet the technical requirements will be awarded the difference. The cycle will continue until all capacity requirements per region are met.
- To ensure value for money / cost effectiveness, Johannesburg Water will negotiate prices with service providers who are recommended for approval for that line item for market related price and reserve the right to standardize the rates of the bidders that are awarded for the same capacity using JW Benchmarked rates as a guide to determine cost effectiveness. The contracted rates may not be higher than the rates tendered by the tenderer.

Johannesburg Water (JW) will award the contract and allocate work based on the number of TLBs (Tractor-Loader-Backhoes) required.

## 8. RETURNABLE DOCUMENTS

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

- 8.1. This request for pricing document must be completed and submitted with pricing or quotation.
- 8.2. Proof of points claimed for specific goal must be submitted in order to qualify for preference points.
- 8.3. Complete and sign the following Municipal Bidding Documents (MBD).
  - 8.3.1. MBD 3.1 Firm Price(s) Purchase (where applicable).
  - 8.3.2. MBD 4 form (Declaration of Interest).
  - 8.3.3. MBD 5 form (Declaration for procurement above R10 Million (all applicable taxes included) per line item if applicable).
  - 8.3.4. MBD 6.1 Form (Preference points claim form).
  - 8.3.5. MBD 8 (Declaration of Bidder's Past Supply Chain Management Practices)
  - 8.3.6. MBD 9 (Certificate of Independent Bid Determination)
- 8.4. Latest municipal account/statement not older than three months or valid lease agreement for both the company and all active Directors.
- 8.5. The required documentary evidence for functionality or technical evaluation.

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## 9. GENERAL TERMS AND CONDITIONS

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

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

Bidders 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.

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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## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR 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](http://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

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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?

☐ 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 WILL GOVERN THE CONTRACT. SHOULD THERE BE A DISCREPANCY BETWEEN THE GENERAL CONDITIONS OF CONTRACT AND THE SPECIAL CONDITIONS OF CONTRACT, THE SPECIAL CONDITIONS OF CONTRACT SHALL PREVAIL.**

**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: .....

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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)
----------	----------	-------------	--

- |   |  |                          |
|---|--|--------------------------|
| - | 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 state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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**

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

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

- \*1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years. **YES / NO**

.....

.....

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

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

3. Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days? **YES / NO**

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

- 3.2 If yes, provide particulars.

.....

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

4.1 If yes, furnish particulars

.....  
 .....

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

**YES / NO**

5.1 If yes, furnish particulars

.....  
 .....

### **CERTIFICATION**

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

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder



## 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 below R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20

or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***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 (An EME or QSE) 51% or more Black owned	4	
Business owned by 51% or more-Women	6	
Business owned by 51% or more-Black Youth	6	
Business located within the boundaries of Gauteng province	4	
Total	<b>20</b>	

## 5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

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

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

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

## 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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <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 bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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:

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

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

**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 consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder