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City of Johannesburg

Johannesburg Water SOC Ltd

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Newtown
Johannesburg

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REQUEST FOR PRICING (GOODS AND SERVICES)

Form No: JW SCM Dev MBD1

Revision No: 02

Effective Date: February 2023

RFQ NUMBER:	JW RFP 03/10/2025	CLOSING DATE:	10/10/2025	CLOSING TIME:	14:00
DESCRIPTION:	Supply, install, configure, maintain and support a STS prepaid water vending system including vendor management for a period not exceeding Seven (07) months.				
BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
ISSUE DATE	02/10/2025				

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	
CONTACT PERSON	Tshilidzi Takalani	CONTACT PERSON	Nembra Maluleke
TELEPHONE NUMBER	011 688 1772	TELEPHONE NUMBER	011 688 1534
<u>E-MAIL ADDRESS</u>	tshilidzi.takalani@jwater.co.za	<u>E-MAIL ADDRESS</u>	Nembra.maluleke@jwater.co.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	

Directors:

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Mr Kefiloe Mokoena

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

E-MAIL ADDRESS 1			
E-MAIL ADDRESS 2			
VAT REGISTRATION NUMBER		CIDB GRADING	N/A
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:

- Bids must be submitted by the stipulated time to the tender box located at the ground floor at Turbine Hall, Johannesburg Water, 65 Ntengi Piliso, 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, install, configure, maintain and support a STS prepaid water vending system including vendor management for a period not exceeding Seven (07) months.

The appointed service provider shall be required to Supply, install, configure, maintain and support a STS prepaid water vending system including vendor management for a period not exceeding Seven (07) months.

1.2. GENERAL REQUIREMENTS

1. The System must be based on an online, web-based architecture to vend tokens securely and efficiently.

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2. The system should conform to the relevant standards relating to prepaid vending including IEC (International Electrotechnical Commission), STS (Standard Transfer Specification), SANS (South African National Standards) and NRS (National Regulatory Services).
3. Service provider shall establish vending footprint to ensure that all customers can access a physical vending point within a 1 km radius.
4. Manage third party vendors on behalf of Johannesburg Water; this includes signing contract equivalent to the length of the third-party vending contract.
5. Offer various platforms for customers to purchase including but not limited to banking platforms (at least 4 major banks), online / web based and retailers.
6. Solution must be a hosted solution.
7. The service provider will be responsible to maintain the system infrastructure, the platform and the application software including software maintenance, patches and updates.
8. The service provider shall ensure 24 hours a day and 7 days a week technical support to vendors and Johannesburg Water staff. This will include onsite support.
9. The successful Tenderer shall have the new system commissioned within three (3) months of the contract being awarded.
10. The system must be a real time system and shall be operational on a 24 hour, 7 days a week basis. Daily, weekly and monthly performance reports will be required.
11. A customer portal must be available to the consumer to view history view sales history, usage profiles, display alerts, etc. Functionality for Customer Query logging should be included.
12. IOT required, there must be 2-way communication between the system and the meter, allowing meter data management.
13. Capable of Automated Meter Reading (AMR)
14. System must be capable of controls, managing and storing flags and alarms based on set criterion.

6.2 Vendor Management Required

- 1 Setting up guidelines for appointing and contracting with existing and prospective vendors and compiling of agreement/contracts. The guidelines and agreement to be approved by the utility.
- 2 Advertising and information meetings with prospective and existing vendors.
- 3 Appointment of vendors and signing of contracts. The Utility will determine the quantity of

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- vendors per location as required.
- 4 The Utility will only allow one tier of aggregators between the tenderer and the end-merchant servicing the end customer.
- 5 Providing all the necessary hardware, software and communications equipment needed for the vendor to operate.
- 6 Providing training as and when necessary for the vendor or his appointed operators in order to operate the equipment and relevant software.
- 7 Providing the necessary consumables, e.g. Paper, printer carriage, etc.
- 8 Providing the routine and necessary maintenance, repair and servicing as is required to maintain the equipment.
- 9 Collection of all revenue from vendors as per agreement
- 10 Timely payment of collected revenue into the utility bank account – at least within 72 hours of transaction date.
- 11 Insurance against revenue loss.
- 12 Providing the necessary security measures for collecting the revenue if required.
- 13 To reconcile the revenue received from the vendors on a daily basis and provide the necessary credit to the vendor to continue vending.
- 14 Payment of any commissions owed to vendors.
- 15 Payment of revenue received (Prepaid & Auxiliary separately) directly in the municipalities account at predetermined times together with a reconciliation of said revenue.
- 16 Providing daily, weekly and monthly reports as required by the utility.
- 17 Provide audit reports if required.
- 18 Vendor's commission payable to the successful bidder will be included in the monthly fee.
- 19 All existing handhelds terminals that are not compatible with the proposed vending and management system must be replaced on the cost of the successful tenderer.

1. SPECIAL CONDITIONS

7.1. Performance Parameters

- Downtime Management address with 4 hours of call logged
- Estimated population 200 0000

7.2. Online Customer Contract Management

- The system shall have the ability to perform online customer contract management via any standard web browser.
- The following functionality shall be available via the online Customer Contract Management web application:
 - Creating new Customers and Customer Agreements
 - Creating new Usage Points and location details
 - Updating Customer and customer agreement details
 - Updating Usage Point and location details
 - Link Customers, Usage Points and Meters
 - Perform Advanced Customer, Usage Point and Meter data lookups

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- The system shall support multiple customer agreements to be associated with a single customer.
- The system shall support multiple Usage Points with a meter per customer location.
- Management of Customer Contracts shall be carried out through a single online take-on web page via any standard web browser.
- The Customer Contract Management System shall accommodate the saving of incomplete contracts whilst these customers are not able to vend.
- The system shall have the ability to logical separate Usage Point data. It allow the utility to define the logical grouping of the Usage Points and it must be possible to specify multiple hierarchical grouping levels. It report according to the defined grouping levels and restrict user access according to the defined grouping levels.

7.3. Online Meter Engineering Operations

- The system shall have the ability to generate engineering tokens (Replacements, Clear Tamper, Clear Credit, Power Limit, Supply Group Key Change, Tariff Index Key Change) online via any standard web browser.
- Automatically issue Key Change Tokens at the Point of Sale upon first purchase by the customer
- Send engineering tokens, including "Free Issues" to any cell phone number via SMS.
- Capability to collect meter readings on an on-demand basis or a reading schedule.
- Ability to collect and store load profile data and register reads.
- Shall have the capability to receive and store meter alarms and events.
- The system have the capability to track and store outcomes of subsequent actions related to alarms and events
- Shall display non-meter specific engineering tokens (Test load switch, Display KRN, Display TI, Display maximum power limit, etc.)

7.4. Online Auxiliary Account Management

- The system shall have the ability to manage customer specific auxiliary accounts online via any standard web browser. This functionality shall include the creation of auxiliary account types and the definition of the account details such as account balance and charge schedule.
- The system shall have the ability to automatically create an auxiliary account when a free issue token is supplied to a customer.

7.5. Online Meter Asset Management

- The system shall have the ability to receive meters into a store location as well as the ability to move meters between locations online via any standard web browser
- The system shall accommodate 13-digit STS meter serial numbers
- The system shall support multiple metering technologies i.e. Smart Metering, Automatic Meter Reading and STS (token-based prepayment).

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7.6. System Security

- The system shall have the ability to define online users, user roles and user specific role processes online via any standard web browser.
- Database security governing low- and high-level database access shall be via a proven technology and applied at both database and application level.
- The system shall allow for the addition of an unlimited number of named operators.
- Security shall be adjustable to allow for individualized access to any field within the database.
- Communication between points of sale/super vendors and vending server shall be secure by making use of SSL certificates.

7.7. Transactions

- All transactions shall be itemised to such a nature that taxes, levies, standing charges, arrears free basic water, ESP benefits and services are all created through individual rows in the database.
- Any rounding errors of KL beyond the first decimal shall be recorded in the database as separate transaction rows to ensure effective reconciliation.

7.8. Vending Operation

- The system shall be capable of vending STS compliant prepayment credit and engineering tokens.
- The system shall be certified by the STS association as being Vending, Engineering and Key Change Management compliant.
- Vendors shall have the ability to perform a consumer lookup through meter number, address or name.
- The system shall be capable of allowing transaction re-prints and, without compromising the integrity of transactions and subject to appropriate security.
- The vendor shall have the ability to look up the transaction history of a relevant consumer.
- The system shall be capable of vending free water grants.
- The system shall have the ability to calculate and display cash change to the vendor.
- The system shall have the ability to interface with various Head-End systems to facilitate Thin (Smart) Prepayment.
- The system shall provide for the following types of payment
 - Cash
 - Credit Card
 - Debit Card
 - Bank Transfer

7.9. Vending Management

- The system shall allow for vendor and cashier shifts to accommodate various levels of operators, thus improving security.
- The system shall allow for the automated or manual closing of shifts.

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- Vendors shall have pre-defined, credit limits limiting the exposure at certain outlets. The option shall exist to update credit limits manually.

7.10. Tokens and Receipts

- The system shall give users the ability to easily define customized token/receipt templates.
- The system shall accommodate multiple receipts. It shall include but not be limited to auxiliaries, credit token and system receipts.

7.11. Auxiliaries

- The system shall have the ability to collect arrears from the consumer by leveraging the prepayment transaction according to a unique formula for each consumer.
- A consumer's unique collection profile shall be automatically updated by the system based on historic payments made.
- The system shall interface seamlessly with the utility's financial system to aid the transfer of debtor accounts.

7.12. Pricing Structure

- The utility shall have the ability to customize the pricing structure at will.
- A pricing structure shall accommodate an unlimited number of tariffs, debt and charges rules and calculations.
- The system shall accommodate block tariffs with an unlimited number of KL-based blocks.
- Unique tax and fixed charges profiles shall be definable for each tariff block.
- Tax and fixed charge blocks independent from tariff blocks shall be definable according to monthly monetary value transacted, or KL bought.
- The system shall have the ability to set future activation dates for tariff changes. The tariff must be automatically activated at the specified date.

7.13. Online Vending

- Online vending on a PC Point of Sale shall take place through a thin client.
- The system shall allow for vending through mobile points of sale.
- Online vending from various vending partners like banks and shopping retailers shall be available.
- All messages shall be via the self-defining, open-standard XML protocol.
- The system shall support the latest version of the NRS009-6-10 XMLVend specification.
- The online transaction processing infrastructure shall have unlimited scalability with hot-swappable redundancy.
- The system shall be capable of vending free Water grants and ESP grant. The system must be able to issue all customer free allocations without the customer having to pay or buy. In other words, a zero Rand vend.

7.14. Meter Life Cycle Tracking

- The system shall track the history/location of a meter from the time it is delivered to/between stores to when it is installed at a Usage Point until it is finally scrapped.

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- Accommodate at least the following location types:
 - Inventory Store
 - Usage Point
- The system shall further allow for the following modes of operation:
 - In store, inactive
 - Installed and active
 - Installed and inactive

7.15. Queries Management

- The vending management system shall have a web-based query executor for displaying general query results on a grid.
- It must be possible to export the query results to a Spreadsheet.

7.16. Reporting

- The vending management system shall have the capability to interface with reporting applications supporting customizable reports.
- The following complex reports shall come standard with the vending system:
 - Management Summary
 - Transaction Summary
 - Free Basic Water
 - Zero/Low Purchase
- The database shall be accessible via standard SQL-based report writing tools like Crystal Reports.
- Design custom reports.
- The tenderer will provide an optional service where the utility can request custom reports to be designed.
- A report will be made available, reconciling banked cash, vendor transaction and issued tokens.
- Tokens will be track per transaction point.

7.17. Geographic System Management

- The Geographical Information System shall be linked/incorporated into the prepayment database. The Utility will describe how the solution would cater for such GIS integration.
- Certain data elements in the prepayment metering system must be able to store GPS coordinates as attributes. These include the location of a meter as well as the Usage Point of a meter.

7.18. Vending Gateway

- The system should include as an additional option the capability to direct transaction requests from vending clients to different services databases.
- The transaction switch should include a billing system where different commissions for different services as well as vendors could be calculated.
- The transaction switch should include vendor credit limits that will only allow a vendor to sell

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services if a positive credit is maintained.

- The transactions switch should either include, as an option, or be able to integrate to an electronic fund transfer (EFT) switch to facilitate credit card payments
- The EFT option should include a secure web site for selling services.
- The transaction switch should allow for mobile points of sale to connect to it. This will be achieved by allowing various suppliers of mobile technology to integrate to the transaction switch.
- The transaction switch will allow SMS (GSM) based messages to transact with the switch.
- In addition to conventional payment methods, the system should support a voucher payment mechanism in the on-line mode of operation.
- Where the system generates its own vouchers, customizable vouchers should be printed with unique voucher numbers.
- The system should be able to reserve and expire vouchers as and when it is redeemed for resources.

7.19. Vending Channels

- The following vending channels shall be implemented
 - PC POS
 - Mobile POS
 - Mobile Phone
 - Consumer website
 - ATM
 - At any major retailer

7.20. Online Retail and Vending Administration

- The system shall have the ability to manage retailer accounts online
- This includes adding, removing and editing retailers, operators, terminals, available networks and accepted payment methods.
- It shall also allow transferring and adjusting retailer funds and accepting retailer deposits.
- The system shall have the ability to add, remove and edit vouchers online.
- The system shall have an online facility for reconciling between client records, EFT records and service provider records.
- The system shall have the ability to remotely update point of sale software remotely.
- The system shall provide a facility to assign sales agents to vendors and automatically calculate the agent's commissions based on sales.
- It shall be possible to manage several vendors as a group. A dedicated web application with limited access shall be available for users to manage the vendor groups.

7.21. System Hardware

- The tenderer shall provide and install all the necessary hosted server hardware needed to operate the vending system and shall maintain and upgrade the hardware during the contract period.

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- All components of the system shall operate on a standard, readily available, PC-based machine with no special modifications required to any parts. Brand-name systems will be the preferred option. The PC's will be utilised for additional purposes e.g. receipting, emails.
- POS (Point of Sale) terminals can be either PC or Mobile terminals that comply with the hardware and software requirements. These terminals shall be submitted for approval by the utility.
- Encryption cards and security modules shall be centralised in a secure hosted central environment to ensure the security of the system.
- All servers shall have the necessary redundancy. The necessary backup facilities will also be provided. The tenderer shall provide a secondary vending site for disaster recovery purposes. The tenderer shall provide a detailed disaster recovery plan to the utility for approval.

7.22. System Software

- The tenderer shall provide and install the necessary software and operating systems needed to operate the vending system and shall maintain and upgrade the software during the contract period.
- Ownership of all PC based software will revert to the utility at the end of the initial contract period or in the event of contract breach. There will be no cost imposition.
- The tenderer shall be responsible for the migration from the current system to the new system.
- The tenderer shall be responsible for all licensing and upgrade cost during the contract period.
- The tenderer shall be responsible for the exporting/transferring of all data in a specified format if the utility should change to new software at the end of the contract period.
- Should migration be necessary on the onset or during commissioning of the system, all cost is for the tenderer.
- The tenderer shall provide training on all elements of the system for all the different user groups and vendors.
- The tenderer shall provide on-site support for the initial implementation of the system and a 24 x 7 x 365 comprehensive support service and help desk for the contract period.

7.23. Arrears recovery

- There shall be a direct interface with the billing system so that arrears collected can be posted directly to the relevant account either in real-time or via batch entry at a user selectable delay on the billing system.
- The details of all arrear amounts collected, and service accounts paid for the current transaction shall be individually listed on the transaction receipt handed to the customer at the point of sale.
- Data should be imported directly from the billing system into the tenderers system where data will be managed to block and unblock consumers.

7.24. End Consumer Portal (including a Payment Gateway)

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- The tenderer shall provide the utility with a module that specifically service the end consumer directly via an online portal which the end consumer should access through PC and/or mobile web browser and/or an Android application
- The End Consumer Portal should allow the end consumers to access a wide variety of features for their Usage Point
- End Consumers should be able to register via a secure password that is consumer specified.
- Upon registering, the end consumer should at a minimum supply the following information:
 - A unique username
 - Title
 - First and Last Name
 - Contact details which include email address and mobile number
- The terms and conditions for the use of the End Consumer portal shall be clearly visible and must prompt the end consumer to accept the terms and conditions before registration is completed.
- An automated activation email should be sent to the end consumer's Email which allow the consumer to activate his account before he can use the portal.
- End consumers must have the ability to update their information, reset passwords and register and update meter information.
- Through this portal end consumers registered on the Vending System and the End Consumer Portal should have the ability to:
 - View sales history
 - Pay for and receive tokens dispensed by the vending system through a Payment Gateway which should be included in the End Consumer Portal
 - View usage profiles
 - View meter readings (where applicable)
 - Display alerts
 - Display faults to the end consumer and provides the end consumer with the ability to log faults
 - Configure alert thresholds
 - An eWallet that can be used to pay for services.
- A secure Payment Gateway must be included in the solution which will allow end consumers to make secure credit card or instant-EFT payments and manage and track these payments.
- Through this portal, end consumers must have the ability to send queries about their Usage Point to the utility by Email.

7.25. Data Ownership

- All the information on consumers and related info in the databases will remain the property of the utility at all times and will not be disclosed as a whole or in part to any third party without the express permission of the utility.
- Any data archived and warehoused on behalf of the utility shall be accessible at any time by the utility or its appointed auditor.

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7.26. System communication with the Meters

- There must be 2-way communication between the system and the meter.
- Preferred communication between the system and the meter must be via IOT network (via LoRa and Sigfox)
- Purchased tokens must be sent to the meter via the IOT network.
- System must be able to send instructions to the meter.

Note: The detailed specification related to the management of contracted 3rd party vendors on behalf of the municipality. The tenderer shall be responsible for the following:

7.27. Support Services

- Providing the necessary admin and support staff to administer the vendors.
- Provide a 24 x 7 x 365 support service for vendors.
- The tenderer may use the services of third-party aggregators. The Utility will only allow one tier of aggregators between the tenderer and the end merchant servicing the end customer.

7.28. Standard Services

- The contractor shall exercise all reasonable care, diligence, and skill in performing its obligations under the agreement. The Contractor shall carry out the services in conformity with JW Policy and sound professional practices and standards.
- The Contractor shall notify JW if it appears that:
 - That the customer has tampered or is tampering with the meters.
- If for any reason the Contractor finds it incapable of completing the services as described, it will notify JW immediately, stating in full its reason.
- The Contractor shall accept the responsibility for any breach of professional duty by reason of any error, omission or neglect occurring or committed by the Contractor in connection with the service performed by it.

7.29. Reports, Documents and Information

- The Contractor shall not publish documents, make statements, or distribute information related to the services without JW's consent.
- Provision shall be made for a report generating system for reporting, viewing and printing on inter alia:
 - Water sales per meter, per PoC (point of connection) and per customer.
 - Water purchased by cash, cheque, credit card, debit card, electronic fund transfer
 - Financial statistics relating to individual transactions

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a world class African city



City of Johannesburg

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- Total sales summary by vending channels
- Total sales summary by suburb and regions
- Total sale summary per day
- Total sale summary per month
- Refunds given
- Free units issued
- Number of customers purchasing less than a selectable number of kl per month
- Value of service charges per tariff
- Number of active customers per suburb and total sales per suburb
- Track low purchase history
- Meter changes
- Total meters installed per Suburb
- Blocked meters on system
- Statistics of installed meters filtered by date range, connected type, district, etc.
- User audit trace
- Indigent benefits Report

7.30. Transport, Equipment and Facilities

JW shall not be responsible to provide or place at the disposal of the Contractor any transport, vehicles, technical equipment, accommodation or services or anything else required for the proper execution of its duties in terms of this agreement. The Contractor must arrange and provide for everything necessary for the rendering of the service in terms of this agreement, including the purchase and use of reliable Meter Reading Handheld devices.

7.31. Liability and Insurance

The Contractor shall obtain third party insurance cover for a minimum of R3 000 000.00 to indemnify JW against any claim for death, injury, damage, or loss which, may arise out of or in consequence of the execution of this contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof.

The Contractor shall be liable for any loss or damage, whether special, direct, or indirect and whether arising in contract, indirect or otherwise to JW for or in connection with the services

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to the extent that it has arisen from any negligent or wilful wrongful act of the Contractor or its personnel or staff in the performance of the service.

1.3. DURATION OF CONTRACT

For a period not exceeding seven (07) months on month-to-month basis.

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 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

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

ADJUSTMENT

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 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 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.

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

- 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.
- 8.1 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.
- 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

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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.

15. ADJUDICATION OF TENDERS:

- 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.

16. ACCEPTANCE OF TENDER:

- 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.

17. PAYMENT:

- 17.1 Payment on this contract will be as follows:

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- i) Invoices must be submitted covering a calendar month commencing on the 1st day and ending on the last day of the month.
- ii) The contractor shall submit by the **6th working day of every month** 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.
- 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.
- iv) Invoices for payment must be submitted under the contractor's name.

18. PENALTIES:

- 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:

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.

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 Nembra Maluleke via email at nembra.maluleke@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.

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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*.

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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, install, configure, maintain and support a STS prepaid water vending system including vendor management for a period not exceeding Seven (07) months 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.

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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 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	DESCRIPTION	ESTIMATED ANNUAL QUANTITIES	UNIT COST (EXCL. VAT)	TOTAL COST PER ANNUM (EXCL. VAT)
1	Supply, install, configure and hosting of an STS Vending System	1	R	R
2	Professional Services (Development of reports, System Integration)	480Hrs	R	R
3	Training	45 personnel	R	R
4	% Transaction Fee excluding VAT (Estimated at R 60 million per annum sales. Johannesburg Waters is not bound to estimated annual sales projection)	1	R	R
TOTAL			R	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 STS vending system as they have offered in the pricing schedule of the tender document. The documentation must be submitted together with the RFP document.</p> <p>The following documents are required for the STS vending system offered:</p> <ul style="list-style-type: none"> Reference letter/s from their client/s indicating experience in supply, install, configure, maintain and support a STS prepaid water vending system, with a combined minimum total population of 50 000 meters over a minimum of 3 years. Proof of being an STS Association certified vendor (to ensure system compatibility with STS prepaid tokens). The proposed system must be STS compliant and support the latest STS 6 protocol. The solution must support multi-vendor management capability (integration with different hardware devices like meters) References to be provided on contactable reference letter template or on client's letterhead containing the same required details as on the contactable reference letter template. <p>NB: Contactable reference letter must be completed by an authorised person where the tender was awarded. Confirming successful completion of work executed. Alternatively, the company letterhead may be provided if it complies with the</p>	Yes

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	<p><i>functional requirements and confirms the criteria set out in the reference template.</i></p> <p><i>A separate form must be completed for each reference as a requirement 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 in participating in any future government tenders. The following must be completed and be available.</i></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 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

Stage 3: Technical Requirements

Technical evaluation - as per tender document and award strategy.

- The Tenderer (Company) is required to have experience where the supply, install, configure, maintain, and support a STS prepaid water vending system, including vendor management and support, was completed successfully.
- Tenderer will be evaluated on the Experience of their Project Manager and Database Administrator.

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CRITERIA NO #	CRITERIA.	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1	Tenderers Experience to have a minimum of 3 years' experience in supply, install, configure, maintain and support a STS prepaid water vending system including vendor management and support in a public or private environment.	<p>Supporting documents required include:</p> <ul style="list-style-type: none"> Tenderer to provide reference letter/s from their client/s indicating experience in supply, install, configure, maintain and support a STS prepaid water vending system, with a combined minimum total population of 50 000 meters over a minimum of 3 years. References to be provided on contactable reference letter template or on client's letterhead containing the same required details as on the contactable reference letter template. <p>NB: Contactable reference letter must be completed by an authorised person where the tender was awarded. Confirming successful completion of work executed. Alternatively, the company letterhead may be provided if it complies with the functional requirements and confirms the criteria set out in the reference template. A separate form must be completed for each reference as a requirement 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 in participating in any future government tenders. The following must be completed and be available.</p>	<p>3 years experience in supply, install, configure, maintain and support a STS prepaid water vending system including vendor management and support in a public or private environment.</p> <p>Less than 3 Years' experience with a minimum total population of 50 000 meters= 0</p> <p>3 Years' experience with a minimum total population of 50 000 meters = 30</p> <p>4 or more Years' experience with a minimum total population of 50 000 meters = 50</p>		0 30 50

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CRITERIA NO #	CRITERIA.	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
2	Key Personnel: Experience of the Project Manager with bachelor's degree in project management, with 3 years of working experience.	Tenderer to provide a CV with a certified copy of relevant qualifications. NB: Tenderers must use template that clearly indicates the requirements as stated. <ul style="list-style-type: none"> System Administrator with 3 years' experience in the IT environment, bachelor's degree in computer science, or related field. 	Sub-Criteria: bachelor's degree in project management, with 3 years of working experience.		
			Less than 3 Years' experience with relevant qualification = 0 points		0
			3 Years' experience with relevant qualification = 15 points		15
			4 Years or more ' experience with relevant qualification = 25		25
3	Key Personnel: Experience in the Database Administrator Database Administrator with degree in Computer Science with 3 years of relevant experience.	Tenderer to provide a CV with a certified copy of relevant qualifications. NB: Tenderers must use template that clearly indicates the requirements as stated.. <ul style="list-style-type: none"> System Administrator with 3 years' experience in the IT environment, bachelor's degree in computer science, or related field. 	Sub-Criteria: bachelor's degree in Computer Science with 3 years of relevant experience.		
			Less than 3 Years' experience with relevant qualification = 0 points		0
			3 Years' experience with relevant qualification = 15 points		15

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65 Ntemi Piliso Street
Newtown
Johannesburg

Johannesburg Water
PO Box 61542
Marshalltown
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CRITERIA NO #	CRITERIA.	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
			4 or more Years' experience with relevant qualification = 25 points		25
MINIMUM QUALIFYING SCORE				[60]	
Tenderers will be required to achieve a minimum score of ---60--- points for functionality to proceed for further evaluation on presentation and system demonstration. Failure to achieve a minimum score of 60 points for functionality will disqualify the tenderer.					
4	System Demonstration Tenderer to present the STS prepaid water vending system including vendor management and support in full operation on Microsoft Teams	Tenderer to present the STS prepaid water vending system including vendor management and support, in full operation within their current work environment using data relevant to the tenderer existing system environments. To be demonstrated by the tenderers system administrator. Demonstrate the following requirements. <ul style="list-style-type: none">• Demonstrate Purchase of credits• Issues Engineering Token• Show multiple STS meter types being support• Demo Consumer Portal (View Purchase History/ Consumers profile/Usage Dashboard)	Tenderer to present the STS prepaid water vending system including vendor management and support in full operation.		
			Tenderer demonstrated. all requirements,		Yes
			COMPLIANT		No

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CRITERIA NO #	CRITERIA.	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
		<ul style="list-style-type: none">• Reports (Sale transactions/Active meter report)• Dashboard (Number of meters/Sales for a period)• Support TID rollover• Tariff Management			

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CONTACTABLE REFERENCE

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Name of Tenderer:

Description of Goods / Services provided

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

Number of household/ meters:.....

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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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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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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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.

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.
- 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

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

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

-
- Required by:Johannesburg Water.....
 - At:Various JW sites.....
 - Brand and Model
 - Country of Origin

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

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:

.....
.....

**Tenderers are encouraged to truthfully declare all other company interests they may have, with specific reference to Question 3.14, of which if not fully completed, might lead to disqualification. Tenderers are encouraged to utilise the CIPC bizportal*

(www.bizportal.gov.za) , free registration to check the companies for which a director is a director for. This can be done by inserting an ID number for the director tendering and the portal will show all companies, whether active or not.

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 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
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 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	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>	Yes <input type="checkbox"/>	No <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>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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 <input type="checkbox"/>	No <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

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