

REQUEST FOR PRICING (GOODS AND SERVICES)

Form No: JW SCM Dev MBD1

Revision No: 02

Effective Date: February 2023

RFP NUMBER:	JW RFP 02/12/2025 Nancefield Splitting Chamber	CLOSING DATE:	12 December 2025	CLOSING TIME:	12:30
DESCRIPTION:	Supply, installation and commissioning of flow control valves and lifting equipment at Nancefield Splitting Chamber as a once off purchase contract for a period of nine (09) months.				
COMPULSORY BRIEFING SESSION DATE AND TIME	N/A	BRIEFING SESSION VENUE	N/A		
CIDB Grade	4ME or higher				
ISSUE DATE	10 December 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	Sandile Sibaya	CONTACT PERSON	Theodore Mhlom
TELEPHONE NUMBER	011 688 1691	TELEPHONE NUMBER	011 689 9162
E-MAIL ADDRESS (Submissions must be made to this address)	sandile.sibaya@jwater.co.za	E-MAIL ADDRESS	theodore.mhlom@jwater.co.za

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
E-MAIL ADDRESS				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER			CIDB GRADING	4ME or higher
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE SWORN AFFIDAVIT (EMEs OR QSEs)	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

BID SUBMISSION:
<ul style="list-style-type: none"> Bids must be submitted by the stipulated time to sandile.sibaya@jwater.co.za. 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, installation, and commissioning of flow control valves and lifting equipment at Nancefield Splitting Chamber as a once off purchase contract for a period of nine (09) months in order to restore the Nancefield Splitting Chamber back to full operations following prolonged acts of vandalism which resulted in damages and theft on mechanical equipment and thus crippling the operability of the station. The work includes but is not limited to supply, delivery, installation of flow control valves/mechanical equipment, installation of lifting equipment, installing of handrails and gratings, construction of a security guardhouse and undertaking minor civil repairs on the concrete structure.

The appointed service provider will be expected to supply, deliver, install, and commission the goods and services required as specified and all goods and services rendered are to comply with JW standards and Specifications as outlined in this document.

1.2. GENERAL

All items supplied must be as follows:

- They must be in accordance with the specified requirements.
- Items offered must be SANS approved where applicable as specifically stated.

1.3. REQUIREMENTS

The following items below are expected to be rendered, supplied, delivered, installed, and commissioned by the appointed service provider as a turnkey project on receipt of an official order. Each line item includes material and labour costs.

Items required:

1. **Site establishment and Preliminary and General.** (NB: To include for Plant, tools, Equipment, Office administration, Time Related Obligations etc.)
 - 1.1 Site establishment and Preliminary and General.
 - 1.2 Sum amount for a Community Liaison Officer during the project duration.

- 1.3 Sum amount for security requirements during the project duration.
 - 1.4 Removal and disposal of rubble at an appropriate landfill site for the duration of the project. (Provide disposal certificate/s)
 - 1.5 Safety and Environmental requirements (OHS requirements and file).
- 2. Supply, delivery and installation of flow control valves, lifting and safety equipment**
- 2.1 Replacement or repairs of all guiderails (6-off) for all sluice gates
 - 2.2 Replacement of all sluice gates including spindles and yokes (3-off).
 - 2.3 Replacement of all lifting lugs located above all three sluice gates, including anchoring and load testing for safe operations. (3-off)
 - 2.4 Replacement or repairs of all guiderails for service gates (6-off)
 - 2.5 Install and commission (3-off) three new service gates, currently available from JW
 - 2.6 Replacement of all lifting lugs located above all three service gates, including anchoring and load testing for safe operations. (6-off)
 - 2.7 Supply and Install a chain suitable to lift and lower the service gate (**NB: 42m long Stainless steel chain**)
 - 2.8 Supply and deliver a 5 000 kg (5 ton) Lever chain blocks (2-off)
 - 2.9 Supply and delivery chain slings with (a) two hooks (1-off), and (b) with three hooks (3-off)
 - 2.10 Supply and delivery of 16mm stainless steel D shackles. (12-off)
 - 2.11 Supply, delivery, and install all handrails inside the Splitting Chamber
 - 2.12 Supply, deliver and install removable stainless-steel gratings to cover the opening on the deck above service gates. This work will entail installing all supports required for the gratings to ensure compliance to health and safety requirements
 - 2.13 Supply and install a suitable heavy-duty security door suitable for use in corrosive sewer environment.
 - 2.14 Supply, deliver and install all ventilation louvres (Quantity to be verified on-site).
 - 2.15 Attend all Minor Concrete Work and Repairs.
 - 2.16 Construct a security guard house with an ablution facility in accordance to the latest JW specifications. **NB: Drawing to be issued on site**
 - 2.17 Handling of Water and Sludge (NB: Pumping of water and sludge away from the work area to allow for work to progress uninterrupted) for the duration of the project
- 3. Civil Works**
- 3.1 Undertake all required civil works on site



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4. Handover and Commissioning of installations

- 4.1 Testing and Commissioning
- 4.2 Training for JW Operations staff
- 4.3 Handover and documentation

5 Project closeout

- 5.1 Submission of documents (O&M manuals, as built, closeout report, etc.)
- 5.2 Defects liability period for 12 months.

1.4. GENERAL SPECIFICATIONS

Guard railing

Guard railing shall be provided in accordance with legislated requirements and shall be provided generally in positions where the vertical change in level is 1 000 mm or greater.

Guard railing shall comply with SANS 0104.

All guard railing shall be of grade 316 stainless steel and shall comprise hand and knee rails not less than 32 mm diameter and stanchions spaced at not more than 1,8 m except where specifically directed otherwise in writing by the Engineer.

On platforms, walkways, landings or around dangerous areas the vertical height, measured from the top of the handrail to the floor or surface, shall be at least 1 000 mm.

On stairways and fixed ladders, the rails shall be parallel to the stringers, and the vertical height, measured from the top of the handrail to the nosing of the tread, shall be at least 900 mm.

For applications covered by this Specification, the rails and stanchion shall withstand, without permanent deflection, a proof force of 890 N and 1780 N respectively, applied at any point and in any direction. Contractors shall provide proof that their guard railing has been tested and withstands these loads. The loads specified in SANS 10160 for guard railing and stanchions are to be adhered to.

Stanchions and rails shall be smoothly finished and free from sharp corners, edges and projections which may injure persons or damage clothing. Stanchion bases shall have the corners rounded or sheared off. Railing, if tubular, shall be joined using the slip-jointing method with separate and neatly fitting tubular inserts fitted into the railing bore. If used, pins shall have their ends peened over and smoothed or, if taper pins are used, shall be filed off flush

with the rail. The joint shall withstand the loads specified above when situated in any position including centrally between two stanchions. Joints shall preferably be located inside the stanchion balls. All joints shall be sealed.

Railings shall be ended off with positively fixed (pinned) closure bends. At corners, short radius bends with stanchions on both ends shall be employed or, alternatively, stanchions specifically designed for such a position shall be employed. No sharp endings will be permitted.

Stanchions shall generally be base mounted to suit the arrangement requirements and shall be of solid or welded construction. Welding shall be compatible with the material, shall not impair the strength or corrosion resistance of the material, shall be continuous and shall be smoothly finished and then passivated.

Stanchions shall be self-draining to suit the mounting arrangement.

Holes for the rails to go through the stanchions shall have a diametral clearance not exceeding 1 mm but preferably 0,5 mm. On stairways with stanchions vertically mounted, the hole shall be angled to suit and shall accurately fit the angled rail with the abovementioned clearances. The crevices caused by rails passing through the stanchions shall be sealed.

Stanchion feet which are attached to metallic surfaces shall have minimum dimensions of 150 mm X 60 mm. Two fasteners of minimum size M16, shall be used to attach the foot. Foot material thickness shall be not less than 8 mm. Neatly fitting packing shall be fitted under stanchion feet to prevent the formation of crevices.

Stanchion feet which are attached to non-metallic surfaces shall have minimum dimensions of 150 mm X 150 mm. In instances where the horizontal surface to which the foot is to be fastened is less than 150 mm wide, the foot shall be designed to be seated on at least two surfaces. Four fasteners of minimum size M16, shall be used to attach the foot to the concrete. Foot material thickness shall be not less than 10 mm. Non-shrink, cementitious grout shall be applied under the foot just prior to final tightening of nuts.

Permanent ladders and stairs

General

Permanent ladders shall comply, primarily, with the requirements of the OSH Act and, secondarily, with SANS 10400.

Permanent ladders

Ladders shall comply with the following detail design aspects:

Access points to the head of ladders from platforms and walkways shall be protected by self-closing gates or by chains.

No part of the ladders shall project into the passageway.

The clear width between stringers shall be between 450 mm and 550 mm.

A minimum clear space of 230 mm must be allowed behind the rungs.

The diameter of the rungs shall be between 20 mm and 50 mm. Additional rungs shall be provided in the same horizontal plane as the top rung in order to close the gap between the platform and the ladder. Sufficient rungs shall be provided to ensure a maximum gap of 75 mm. These top rungs shall be at the same level as the floor or platform to which access is being provided.

Stringers shall be formed from flat bar. The vertical distance between the ladder support brackets shall not exceed 1 800 mm.

The stringers shall extend to 1 100 mm above the floor or platform and shall be matched with any guard rail protections at this level. Connections between hot-dip galvanized steel ladders and stainless-steel guard railing shall be bolted. Unless laterally supported by the guard rails, these stringers shall be supported by vertical structural sections (not flat bar) whose footings shall comply with this Specification for guard rail stanchion feet.

All rises in a flight shall be uniform and the surface of the top rung shall be level with the top platform or landing. The height chosen for the rise shall be between 225 mm and 255 mm.

Except on chimneys, the height of a ladder should not exceed 6 000 mm. Greater heights shall be provided with intermediate landings between each 6 000 mm ladder section.

If the height between start and end levels is over 4 000 mm, the ladder shall be fitted with a safety cage. The safety cage shall extend at least 1 000 mm above the higher landing. The cage shall be no more than 700 mm away from the plane of the rungs. The cage shall comprise no fewer than seven vertical elements.

Anchor bolts shall be of grade 316 stainless steel and shall be no smaller than M16.

Stringers, rungs and anchor brackets shall be of solid structural sections (e.g. flat bar, round bar, square bar, angles, etc.) and no hollow sections will be accepted for any part of the ladder.

STANDARD SPECIFICATION FOR FASTENERS INCLUDING NUTS, BOLTS, AND FASTENING SETS

SCOPE

This specification covers the requirements for fasteners and fastening sets which are to be included with all equipment offered and not as separate items.

DESIGN SPECIFICATIONS

Fasteners general Standards

Bolts and nuts shall be hexagon head type complying with SANS 1700 with threads of the coarse pitch series. Allen head screws of any type shall not be used without the Engineer's written consent.

Fasteners M12 and smaller

All fasteners M12 and smaller shall be manufactured of grade 316 stainless steel (SS).

Fasteners larger than M12 - in corrosive areas

All fasteners in corrosive areas shall be manufactured of 316 SS. Corrosive areas shall be taken to include any moist or wet area such as in and above settling tanks, in or in the vicinity of open channels, where a continuous spray can be expected and all internal and external areas in the vicinity of the inlet works of a wastewater treatment works. All fasteners embedded in brick, concrete or soil shall also be of 316 SS.

Fasteners larger than M12 - Non-corrosive areas

Fasteners larger than M12 which are in non-corrosive areas shall, except when specified otherwise, be hot-dip galvanized.

High tensile bolts

Where high tensile bolts are required by the design, they shall be hot-dip galvanized and painted. The bolt holes and crevices shall be filled and sealed prior to painting.

Material compatibility

Fastener material shall always be of equal or better corrosion resistance than the items being fastened, e.g. 316 stainless steel bolts must be used to fasten together 316 stainless steel fabrications or flanges.

Washers

Washers of similar material to the bolts shall be provided under each nut and setscrew head. Multiple washers or shims shall not be used. Spring washers or other approved locking arrangement shall be used on all fasteners subject to vibration.

Anti-seize compound

Before assembly, threads shall be treated with a nickel based, anti-seize/corrosion protection compound; Chesterton 725: Nickel Anti-Seize Compound, or equivalent. The thread shall be treated in the area under the final position of the nut. Compound on the exposed thread shall be cleaned off after installation. If it is found during inspection that compound has not been applied, the Contractor shall disassemble all fasteners and comply with this requirement.

Thread projection

Bolt threads shall project between 1 and 6 mm from the head of the nuts when fixed. Longer projections will only be allowed if the Contractor can show that bolts of a more suitable length are not manufactured.

Corrosion protection

After installation the exposed surfaces of bolts not made of 316 stainless steel shall be coated as for the items being fastened. If the use of Allen head or similar fasteners has been approved by the Engineer, the recessed heads shall be filled with a suitable non-hardening sealing compound.



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Anchor fasteners

Type and material

All anchor fasteners shall be of grade 316 stainless steel.

Anchor fasteners for water retaining structures and for brickwork shall be of the chemical anchor fastening type. Anchor fasteners for other applications may be of the expanding type or chemical anchor type.

Hook bolts

Grade 316 stainless steel hook bolts shall be supplied and grouted by the Contractor into pockets which will be provided in the concrete structure in accordance with the information to be supplied by the Contractor. The grouting products shall be used strictly in accordance with the manufacturer's instructions.

Alternative anchor bolts

The use of 316 stainless steel "Hilti Kwik Bolt" stud bolts or similar may be used as an alternative where approved by the Engineer. If steel reinforcing bars are encountered while the holes are being drilled, the Contractor shall knock a hole in the concrete around the steel and grout in a stainless-steel hook bolt as described above

Through-bolt anchors

Where equipment is anchored by studs or bolts which extend through the supporting structure and is therefore fastened down with the use of nuts from both sides, these, together with associated washers and brackets, shall also be of grade 316 stainless steel.

Anti-seize compound

All threads shall be coated with an approved nickel-based, anti-seize/corrosion protection compound before assembly.

STANDARD SPECIFICATION FOR FLUID CONTROL EQUIPMENT

SCOPE

The following specification covers the section of the contract for the design, supply, delivery, offloading, transport, double handling (if required), storage, erection, installation, commissioning, testing, adjustment, handing over in complete working order for penstocks. The equipment is to be designed in accordance to DIN Spec 19704. Under full load, the yield strength and tensile strength of the materials must be within their limits.

DESIGN SPECIFICATION

General

Equipment is to generally adhere to the below unless otherwise specified:

Equipment shall be of robust construction suitable for the required duty and shall be fabricated in stainless steel 304. Equipment is to be manufactured in stainless steel 316 in coastal areas or where the environment is highly corrosive. It is to be designed for minimum leakage and shall be provided with headstocks and rising spindles with wall mounted brackets. All equipment is to be hand wheel operated. Bevel gearboxes shall be provided. Gates shall move freely and smoothly in the frame and adjustment shall be provided using wedges manufactured from stainless steel or other approved non corrodible material. The wedges shall have a profile which will prevent seizure after long periods of immersion in a closed position. Frame sealing shall be arranged with the use of replaceable bulb section neoprene strips, and seals manufactured from a similar ultraviolet resistance material shall be provided on the upstream face of all moving faces. The gate guides on channel penstocks shall extend upwards to fully accommodate the gate when fully opened.

Gate lifting spindles shall be of adequate diameter to open and close the gate against resistance without excessive deflection. The lifting nut shall be of bronze or gun metal with thread length equal to at least twice spindle diameter and cut with mating thread.

Covers shall be provided for the spindles. The covers shall accommodate the full range of travel of the spindle and shall include external brass position indicators and be manufactured from robust polycarbonate material and provided with stainless steel 304 mounting flanges bonded to the covers.

Wall mounted sluice gates

Wall mounted sluice gates shall be of robust construction suitable for the required duty and shall be fabricated in stainless steel 304. Wall mounted gates are to be manufactured in stainless steel 316 in coastal areas or where the environment is highly corrosive. Wall mounted sluice gates are to be designed for minimum leakage and shall be provided with headstocks and rising spindles with wall mounted brackets. The wall mounted gates are to be hand wheel operated. Bevel gearboxes shall be provided. The gate shall move freely and smoothly in the frame. The frame sealing for all sides of the wall mounted sluice gates shall be arranged with the use of replaceable bulb section neoprene seals of the “music note” or “J” types. The tenderer is to state if the sealing is “on” or “off” seating on the technical data sheets.

Twistlock gates

Twistlock gates are similar to wall mounted sluice gates but are of a smaller size and where they are to be hand mounted. It will be able to be locked in any partially opened position by a cam mechanism forcing the gate against the frame. The same action is to be used for closing the gate. A head of 3 m for seating and a head of 2 m for unseating may be used. They may be fabricated from cast iron, cast stainless steel or mild steel with corrosion protection. Bronze seating faces are to be used.

Channel gates

Channel Gates shall be of robust construction suitable for the required duty and shall be fabricated in stainless steel 304. Channel gates are to be manufactured in stainless steel 316 in coastal areas or where the environment is highly corrosive. Channel gates are to be designed for minimum leakage and shall be provided with head frame and rising spindles. The channel gates are to be hand wheel operated or otherwise stated. Bevel gearboxes shall be provided. The gate shall move freely and smoothly in the frame. Channel gate seals are to be manufactured from Neoprene. Angle type neoprene is to be used for the vertical members while compression type is to be used in the invert. Channel gate lifting spindles shall be of

Directors:

adequate diameter to open and close the gate against resistance without excessive deflection. The lifting nut shall be of bronze or gun metal with thread length equal to at least twice spindle diameter and cut with mating thread. In cases where the spindle is excessively long due to a deep channel or higher than usual head frame, the spindle is to be supported by guides to prevent buckling. Twin lifting spindles with interconnected gearboxes are to be used for very wide gates. Covers shall be provided for the spindles on all channel gates. The covers shall accommodate the full range of travel of the spindle and shall include external brass position indicators and be manufactured from robust polycarbonate material and provided with stainless steel 304 mounting flanges bonded to the covers. The frame of the channel gate is to be embedded into the channel. Provisions for block outs in the channel are to be made by the civil contractor. Once the channel gate has been installed the civil contractor is to complete the necessary grouting in.

Weir gates (Downward Opening Weir Gates and Tilting Weirs)

Downward opening weir gates shall be of robust construction suitable for the required duty and shall be fabricated in stainless steel 304. Downward opening weir gates are to be manufactured in stainless steel 316 in coastal areas or where the environment is highly corrosive. Downward opening weir gates are to be designed for minimum leakage and shall be provided with head stock, rising spindles and wall mounts. The weir gates are to be hand wheel operated. Bevel gearboxes shall be provided. Sealing will be achieved through ultraviolet resistant neoprene seals of the “tri angular” or “J” types between sections and the installed arrangement shall provide an effective seal under all depths of immersion. If the head is greater than the height of the opening, four sided seals are to be used if the flow is to be completely shut off. Otherwise, three-sided sealing is to be used. If the width of the gate is to be significantly greater than height of the gate, side extensions may be added to increase the effective height of the gate. In the case of not being able to add extensions to the gate, double lifting spindles with synchronized gearboxes are to be used. Tilting weir gates shall be of robust construction suitable for the required duty and shall be fabricated in stainless steel 304. Tilting weir gates are to be manufactured in stainless steel 316 in coastal areas or where the environment is highly corrosive. Tilting weir gates are to be designed for minimum leakage and shall be provided with head stock, rising spindles and wall mounts. The weir gates are to be

hand-wheel operated. Bevel gearboxes shall be provided. Along the hinged section, flat neoprene seals are to be fitted the installed arrangement shall provide an effective seal under all depths of immersion. Vertical travel shall not be more than 500 mm. A centrally mounted spindle is to raise and lower the tilting weir gate and it is to be hinged at the bottom. Downward opening and tilting weir gates lifting spindles shall be of adequate diameter to open and close the gate against resistance without excessive deflection. The lifting nut shall be of bronze or gun metal with thread length equal to at least twice spindle diameter and cut with mating thread. Covers shall be provided for the spindles on all downward opening and tilting weir gates. The covers shall accommodate the full range of travel of the spindle and shall include external brass position indicators and be manufactured from robust polycarbonate material and provided with stainless steel 304 mounting flanges bonded to the covers.

Hand stops and stop logs

They are to be for manual installation and removal by two operators and the mass of each section shall not exceed 25 kg. The maximum width is to be no more than 1000 mm. Provision shall be made for the easy attachment of lifting hooks to the hand stop/stop log eyes under submerged conditions and two sets of lifting hooks shall be supplied under this contract. Sealing will be achieved through ultraviolet resistant neoprene seals between sections and the installed arrangement shall provide an effective seal under all depths of immersion. The contractor shall design and supply a permanent frame manufactured from Aluminum sections to enable the storage and locking of hand stops. The frame of the hand stop is to be embedded into the channel. Provisions for block-outs in the channel are to be made by the civil contractor. Once the hand stop has been installed the civil contractor is to complete the necessary grouting in.

Flap gates

Flap gates are used to prevent reversal of flow at the end of pipes or walls. Gates are to be double hung by stainless steel pins in bronze bushes. Smaller sized flap gates are to be fabricated in cast iron or cast stainless steel and to have bronze or stainless steel sealing

faces. Larger sized flap gates are to be fabricated from stainless steel, or adequately corrosion protected mild steel. Neoprene seals are to be used.

Sluice valves

Sluice valves are cast into the floor of reservoirs and tanks for draining them. They may be supplied in cast iron, cast steel, stainless steel, corrosion resistant steel or mild steel. Bronze, neoprene or stainless steel may be used for the seats. The operation is to be by means of a hand wheel.

Hand flushing valves

For draining fluid from tanks, hand flushing valves are appropriate for up to 3m of head and are to be of the quick opening lever operated type. They may be fabricated from either cast iron or cast iron stainless steel and be supplied with bronze seats.

Ground water relief valves

Ground water relief valves, where necessary, are cast into the floor of reservoirs, tanks, canals, etc. to relieve pressure caused by ground water. The maximum pressure head of 4 m is the recommendable allowable pressure. The body is to be fabricated from cast iron or cast stainless steel. The flexible disc and sealing disc are to be neoprene.

Fasteners

All fasteners are to be manufactured from stainless steel 304.

Name plates

A name plate, placed in a viewable position, is to be provided with the following information:

Manufacturer's name

Supplier's name

Serial number

Size and type

TESTING AND COMMISSIONING

All channel gates, penstocks weir gates, tilting weirs and hand stops shall be checked for good installation and easy and correct functioning. All tests are to be witnessed by the Engineer, and contractors must give the Engineer 14 days' notice prior to any test. The contractor must cover the cost of any tests that need to be repeated as a result of the equipment not being able to meet the requirements outlined below.

Performance testing will be carried out on the equipment after commissioning, adjustment and training of the Council's employees.

The tests will be performed on the equipment over a single 8 hour shift.

The tests shall consist of the following:

Correct operation.

Full opening and closing of the gate. Manual operation of a gate is to be achieved by one person at all times. Where there is actuation, the actuator is to achieve full opening and closing of the gate.

Visual inspection of gate sealing at their closed positions with liquid at the maximum level.

Electrical power use with a calibrated kWh meter (if equipment is actuated).

Installation and removal of hand stops under dry and maximum flow conditions.

The equipment will be considered acceptable when:

1. The equipment meets the duty requirements as defined in this section of the Specification.
2. The tests defined above prove the acceptable operation of the equipment.

During the Defects Liability Period

Checks on all equipment will be conducted for correct operation and functioning at 1 month, 6 months and 12 months after plant take-over.

SPARES

A list of the recommended spares and consumables for a maintenance period of three years is to be provided in the technical data sheet. The list of spares is to be according to the equipment supplier's recommendations. Maintenance intervals of major and minor services are to be included.

MEASUREMENT AND PAYMENT

Design and supply

The unit of measurement shall be for the unit supplied including all ancillary equipment and accessories as specified.

The tendered rates shall include for full compensation for design, manufacture, factory testing, supply, delivery and storage on site of the unit.

Installation and commissioning

The unit of measurement shall be for the unit supplied including all ancillary equipment and accessories as specified.

The tendered rates shall include for full compensation for the installation, fixing of corrosion protection where needed and commissioning of the unit supplied, and for all other costs and actions that are necessary for obtaining an efficient and complete working system.

Payment will only be transferred once the engineer has received full Operation and Maintenance Manuals along with the relevant plant drawings.

Arrangement and mounting

The arrangement and general design shall take the following requirements into consideration: Lifting eyes, lugs, hooks, etc., shall be provided on heavy or large items to facilitate handling. Castings or fabrications shall have machined pads for seating and be mounted on either soleplates or baseplates as appropriate. Where accurate alignment is required, positioning pins and/or jacking screws shall be provided. The needs of operation and maintenance including neatness, access, working space, safety, cleaning, adjustment, handling, assembly, alignment, disassembly, removal, etc.

Directors:



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Lifting equipment

All lifting equipment shall comply with the following requirements unless otherwise stated:

All aspects of lifting equipment, including design, fabrication and installation work shall be full in accordance with the relevant aspects of the Occupational Health and Safety Act and Regulations.

Lifting equipment shall be designed and constructed in accordance with a generally accepted technical standard.

The safe working load (SWL) shall be marked clearly on all items.

The complete installation shall be inspected and shall be tested over its complete lifting range using a load which is at least 125 % of the safe working load.

High-tensile or alloy steel chains shall have a factor of safety of at least four.

Chains shall have a factor of safety of at least five.

Steel-wire ropes shall have a factor of safety of at least six.

Manmade fibre ropes or woven webbing shall have a factor of safety of at least six.

Natural fibre ropes shall have a factor of safety of at least ten.



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1.5. QUANTITIES

Turnkey project for supply, delivery, installation, and commissioning of flow control valves and lifting equipment at Nancefield Splitting Chamber as a once off purchase contract for a period of nine (09) months.

1.6. DURATION OF CONTRACT

Nine (09) months from date of signature.

2. 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 **Supply, delivery, installation, and commissioning of flow control valves and lifting equipment at Nancefield Splitting Chamber as a once off purchase contract for a period of nine (09) months** as specified in conformity with the said RFP documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

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

2.1 SCHEDULE OF PRICES:

The evaluation on price alteration will be conducted as follows:

2.1.1 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.

2.1.2 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.

2.1.3. 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.

Tenderer to complete the below table:

Item	Description	Unit of Measure	Estimated Qty	Unit Rate- Each item offered (Excl. VAT)	Total Price (Excl. VAT.) [Unit Rate- Each item offered x Estimated Qty]
1	Site establishment and Preliminary and General				
1.1	Site establishment and Preliminary and General.	Sum	1	R	R
1.2	Sum amount for Community Liaison Officer during the project duration.	Sum	1	R	R
1.3	Sum amount for security requirements during the project duration.	Sum	1	R	R
1.4	Removal and disposal of rubble at an appropriate landfill site for the duration of the project (Provide disposal certificate)	Sum	1	R	R
1.5	Safety and Environmental requirements (OHS requirements and file)	Sum	1	R	R
2	Mechanical Works (Flow Control Valves, Lifting and Safety Equipment)				
2.1	Replacement or repairs of all guiderails (6-off) for all sluice gates	Sum	6	R	R



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Item	Description	Unit of Measure	Estimated Qty	Unit Rate- Each item offered (Excl. VAT)	Total Price (Excl. VAT.) [Unit Rate- Each item offered x Estimated Qty]
2.2	Replacement of all existing sluice gates including spindles and yokes (3-off).	No.	3	R	R
2.3	Replacement of all lifting lugs located above all three sluice gates including anchoring and load testing for safe operations.	No.	3	R	R
2.4	Replacement or repairs of all guiderails for service gates	No.	6	R	R
2.5	Install and commission (3-off) new service gates currently available at JW	No.	3	R	R
2.6	Replacement of all lifting lugs located above all three service gates, including anchoring and load testing for safe operations	No.	6	R	R
2.7	Supply and Install a chain suitable to lift and lower service gate (NB: 42m Stainless steel chain)	Sum	1	R	R
2.8	Supply and deliver a 5 000 kg (5 ton) Lever Chain Block (3-off)	Sum	2	R	R
2.9	Supply and delivery chain slings (a) with two hooks (1-off), and (b) with three hooks (3-off)	Sum	1	R	R



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Item	Description	Unit of Measure	Estimated Qty	Unit Rate- Each item offered (Excl. VAT)	Total Price (Excl. VAT.) [Unit Rate- Each item offered x Estimated Qty]
2.10	Supply and deliver 16mm stainless steel D shackles. (12-off)	No	12	R	R
2.11	Supply, delivery, and all handrails inside the Splitting Chamber	Sum	1	R	R
2.12	Supply, deliver and install a removable stainless-steel grating/s to be used to cover the opening on the deck above service gates in accordance to health and safety requirements	Sum	1	R	R
2.13	Supply, deliver, and install a suitable heavy-duty security door suitable for use in corrosive sewer environment	Sum	1	R	R
2.14	Supply, delivery and install ventilation louvres (Quantity to be verified on-site).	Sum	1	R	R
2.15	Concrete work repairs.	Sum	1	R	R
2.16	Construct a security guard house with an ablution facility in accordance to the latest JW Specifications	Sum	1	R	R
2.17	Handling of Water and Sludge for the duration of work on site	Sum	1	R	R
3	Civil Works				
3.1	Undertake all required civil works	Sum	1	R	R
4	Handover and Commissioning				
4.1	Testing and Commissioning	Sum	1	R	R
4.2	Training for JW Operations Team	Sum	1	R	R
4.3	Handover and documentation				
5	Project closeout				
5.1	Submission of documents (O&M manuals, as built, closeout report, etc.)	Sum	1	R	R
5.2	Defects liability period for 12 months	Sum	1	R	R



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Item	Description	Unit of Measure	Estimated Qty	Unit Rate- Each item offered (Excl. VAT)	Total Price (Excl. VAT.) [Unit Rate- Each item offered x Estimated Qty]
Total excluding VAT					R
Contingency amount at 10% of the total cost of the project					R
Total including contingency @ 10% (excluding VAT)					R
Value added tax (VAT)					R
Total including VAT					R

3. EVALUATION CRITERIA

Tender evaluation process to be as follows:

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

3.1. Stage 1: Mandatory evaluation

NO.	MANDATORY CRITERIA	YES
2.	Active CIDB Registration of 4ME or Higher	Yes
3.	Completed bill of quantities in full.	Yes

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

3.2. Stage 2: Administrative Requirements

The total Weighting is 100 and the Minimum Qualifying Score is 70

The following aspects will be considered during the functional evaluation:

CRITERIA	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	WEIGHTING	SCORE
1.	Tenderer's experience with respect to Completed projects for Supply, installation, and commissioning of flow control valves and lifting equipment	The tenderer must provide contactable reference letter(s) as proof that Supply, installation, and commissioning of flow control valves and lifting equipment was carried out successfully. NB: The attached reference template must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional	Number of projects completed for Supply, installation, and commissioning of flow control valves and lifting equipment Less than 2 completed projects 2 to 3 completed projects 3 completed projects or more	100	 0 70 100
MINIMUM QUALIFYING SCORE				70	
TOTAL				100	

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

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

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MUST BE SUBMITTED OR A COMBINATION THEREOF TO PROVIDE POINTS CLAIMED
Business located within COJ municipality or Gauteng province	<ul style="list-style-type: none"> Proof of municipal account / lease agreement, letter from the Ward Council confirming the business address.
SMME (An EME or QSE owned by black people)	<ul style="list-style-type: none"> Valid construction sector BBBEE Certificate issued by SANAS accredited verification agency or construction sector Affidavit sworn under oath.

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.

3.4. Stage 4: Administrative Requirements

DESCRIPTION				COMPLIED	
NO	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT	YES	NO
1.	MBD 1	Invitation to Bid Form	Complete and submit complete and signed MBD 1 Form.		
2.	CSD	Central Supplier Database Registration	Provide proof of CSD registration.		
3.	MBD 4	Declaration of Interest	Completed and signed MBD 4 Form.		



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DESCRIPTION				COMPLIED	
NO	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT	YES	NO
4.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	completed and signed MBD 6.1 Form.		
5.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed MBD 8 Form.		
6.	MBD 9	Certificate of Independent Bid Determination	Completed and signed MBD 9 Form.		
7.	Annexure – Proof of Specific Goals	Valid B-BBEE Certificate for construction sector codes or certified copy thereof or a valid sworn affidavit for construction sector codes			
8.	Annexure	Municipal statement of account for Director/s (not older than three [03] months from the closing date of tender or a valid lease agreement at time of tender closure).			
9.	Annexure	Municipal statement of account for Company (not older than three [03] months from the closing date of tender or a valid lease agreement at time of tender closure).			
10.	Annexure	Joint Venture Agreement signed by all parties (where applicable).			

4. AWARDING STRATEGY

This request for pricing will be awarded to the highest scoring bidder in terms of price and points scored for specific goals.

5. RETURNABLE DOCUMENTS

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

- 5.1. This request for pricing document must be completed and submitted with pricing or quotation.
- 5.2. Proof of points claimed for specific goal must be submitted in order to qualify for Specific Goals points.
- 5.3. Complete and sign the following Municipal Bidding Documents (MBD).
 - 5.3.1. MBD 4 form (Declaration of Interest).
 - 5.3.2. MBD 6.1 Form (Preference points claim form).
 - 5.3.3. MBD 8 (Declaration of Bidder's Past Supply Chain Management Practices)
 - 5.3.4. MBD 9 (Certificate of Independent Bid Determination).
- 5.4. Latest municipal account/statement not older than three months or valid lease agreement for both the company and all active Directors.
- 5.5. CIDB Certificate.

6. 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 afforded a period of one (1) day to complete the following returnable documents (MBD 4, MBD 6.1, MBD 8 and MBD 9) in instances where such forms are incomplete.

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 one (1) day to submit. In a case where the company or active Directors have municipal commitments overdue for more than 90 days they will be offered one (1) day to settle their overdue amounts or submit proof of an arrangement agreed to between that municipality and that company or Director.

GENERAL CONDITIONS OF CONTRACT (GCC) WILL BE APPLICABLE TO THIS RFP. SHOULD THERE BE A DISCREPANCY BETWEEN THE GCC AND SPECIAL CONDITIONS OF CONTRACT (SCC), THE SCC SHALL PREVAIL.

GENERAL CONDITIONS OF CONTRACT APPLY. SHOULD THERE BE A DISCREPANCY BETWEEN THE GENERAL CONDITIONS OF CONTRACT SPECIAL CONDITIONS OF THE CONTRACT, THE SPECIAL CONDITIONS OF THE CONTRACT SHALL PREVAIL.

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.

2. PRICE:

- 2.1 All prices shall exclude Value Added Tax (VAT) at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
- 2.2 All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- 2.3 A firm price will be acceptable.
- 2.4 Prices must include cost of supply, delivery, installation and commissioning as per technical specification.

- 3. SURETY BOND:** 3.1 No surety bond shall be required in terms of this contract.
- 4. COMPLIANCE WITH LEGISLATION AND SPECIFICATION:**
- 4.1 The Service Provider shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
- 4.2 The Service Provider shall comply with all the requirements prescribed in the specification.
- 4.3 **Equipment must meet SANS and issue CoC in line with SANS10142**
- 5. SAFETY:** 5.1 Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Service Provider shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act 85 of 1993 and the regulations applicable hereunder.
- 6. EMPLOYMENT OF LABOUR:** 6.1 The Service Provider must ensure that all relevant legislation is complied with in the employment of labour.
- 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 Service Provider'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, 1993 must be furnished by the Service Provider within 21 days of notification of acceptance of the tender.
- 7.3
- 7.4 The Service Provider shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.

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

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

- 8.1 If the Service Provider or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.
- 8.2 If the Service Provider has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
- 8.2.1 Fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days), within such further period as may be reasonable in the circumstances, provided that the Service Provider furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.
- 8.2.2 Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the Service Provider's indebtedness to JW.
- 8.3 This agreement constitutes the entire agreement between the parties relating to the matter hereof.
- 8.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of

this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

9. DISPUTES:

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

10. SCOPE OF CONTRACT:

- 10.1 The Service Provider shall be required to supply, delivery, installation and commissioning of Low Voltage Variable Speed Drive with Motor Control Centre and Electrical Motor (size 220kW/ / or equivalent (to be determined by existing mechanical pump)).
- 10.2 **The Service Provider shall be required to provide twelve-month maintenance plan, drawings and related documentation as part of commissioning and handover.**

11. DURATION:

- 11.1 The tenure of the contract shall be with effect from the date of signing the contract as a once off purchase and completion within nine (9) months.

12. QUANTITIES

- 12.1 Turnkey projects for the refurbishment of Nancefield Sewer Pump Station.

13. PLACE AND TIME OF DELIVERIES:

13.1 Delivery shall be made to Nancefield Sewer Pump Station during normal working hours, 08h00 to 15h00 weekdays.

14.SAMPLES:

14.1 Not required for a turnkey project

15. TENDER VALIDITY:

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

16. ADJUDICATION OF TENDERS:

16.1 The highest, lowest or any tender will not necessarily be accepted by JW.
JW reserves the right to adjudicate the Tender to JW's best interest and it is not necessarily intended to award the Contract to only one Service Provider.

17. ACCEPTANCE OF TENDER:

17.1 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.

18. COMPLETENESS:

18.1 Failure by the tenderer to complete in full the required information regarding their proposal will render the tender liable to rejection on the grounds of being incomplete.

19 QUALITY AND GUARANTEE

19.1 The Service Provider shall not be relieved of his obligations with respect to the sufficiency of the materials, workmanship and quality of the goods by reason of no obligation having been taken thereto by JW's representative at the time the goods were delivered.

19.2 If at any time, as stipulated in the contract, but not exceeding twelve (12) months after delivery, JW is dissatisfied with the goods or with any part thereof on account of materials being faulty or of inferior quality of workmanship or bad design or on account of the goods not being in strict accordance with the contract specifications; the Service Provider shall immediately remedy the said defects free of cost to JW. Should the Service Provider delay remedial work in excess of the time stipulated by JW's representative, JW may have such remedial work executed at the Service Provider's expense.

19.3

19.4 The risk of all goods purchased by JW from the Service Provider under this contract shall remain with the Service Provider until such time the goods have been delivered to JW.

If any dispute arises between JW and the Service Provider in relation with the quality and guarantee of the goods, either party may give the other a notice in writing of the existence of such dispute as stipulated in Clause 9.1.

20. PENALTIES FOR FAILURE TO DELIVER

20.1 If the Service Provider fails to deliver the required quantity of product by the due date agreed upon: a penalty of 5% (five) shall be applied for the total value of that specific order where delivery conditions were not met. Alternatively Johannesburg Water reserves the right to purchase the product elsewhere and to deduct any extra expense in excess of the tender rates so incurred from any sum due under this tender, or recover the amount from the Service Provider as debt.

20.2 No liability in terms of Clause 20.1 shall attach to the Service Provider if he shall prove to the satisfaction of the Engineer that the delivery has been delayed or become impossible due to fire, war, riot, strikes, Natural Disasters, lockout, accident or other unforeseen occurrences or circumstances beyond the Service Providers control, provided, however, that in all cases the Service Provider has notified Johannesburg Water in writing within 24 (Twenty-four) hours of it first coming to the Service Provider's notices, that delivery will be delayed or become impossible for the abovementioned reasons.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:



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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

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



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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.

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:

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, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

80/20 or 90/10

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest 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 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) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business located within COJ municipality or Gauteng province	10	
SMME (An EME or QSE owned by black people))	10	
Total	20	

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MUST BE SUBMITTED OR A COMBINATION THEREOF TO PROVIDE POINTS CLAIMED
Business located within COJ municipality or Gauteng province	Proof of municipal account / lease agreement, letter from the Ward Council confirming the business address.
Black Owned SMME (An EME or QSE)	Valid construction sector BBBEE Certificate issued by SANAS accredited verification agency or construction sector Affidavit sworn under oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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MBD 4

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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).
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Item	Question	Yes	No
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4.1.1	If so, furnish particulars:		
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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?	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

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- 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.
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- 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.

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Signature

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Date

.....
Position

.....
Name of Bidder

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