



a world class African city



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntsemi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

<b>REQUEST FOR PRICING</b> (GOODS AND SERVICES)	Form No: JW SCM Dev MBD1  Revision No: 02  Effective Date: February 2023
----------------------------------------------------	--------------------------------------------------------------------------------------

	JW RFP 11/05/2026	<b>CLOSING DATE:</b>	09 June 2026	<b>CLOSING TIME:</b>	12:00
<b>DESCRIPTION:</b>	Bulk Wastewater Repairs and maintenance of pumpstations and electro-mechanical equipment for Johannesburg Water's Bulk Wastewater Treatment Works for a period of 9 months				
<b>BRIEFING SESSION DATE AND TIME</b>	Date: 04 June 2026 Time: 12:00	<b>Is the meeting compulsory?</b>	Yes		
<b>BRIEFING SESSION VENUE</b>	Goudkoppies WWTW. Cnr. East street & Gibbs Road Devland.				
<b>ISSUE DATE</b>	02 June 2026				

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:**

<b>Bidding procedure enquiries <u>must</u> be sent to the below Official</b>		<b>Technical enquiries must be directed to</b>	
<b>CONTACT PERSON</b>	Karabo Musa	<b>CONTACT PERSON</b>	Thabiso Thabeng
<b>TELEPHONE NUMBER</b>	011 688 1772	<b>TELEPHONE NUMBER</b>	011 510 2602
<b>E-MAIL ADDRESS</b>	<a href="mailto:Karabo.musa@jwater.co.za">Karabo.musa@jwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:thabiso.thabeng@jwater.co.za">thabiso.thabeng@jwater.co.za</a>

<b>SUPPLIER INFORMATION</b>	
<b>NAME OF BIDDER</b>	
<b>POSTAL ADDRESS</b>	
<b>STREET ADDRESS</b>	

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

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



a world class African city



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntemi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

<b>TELEPHONE NUMBER</b>	<b>CODE</b>		<b>NUMBER</b>	
<b>CELLPHONE NUMBER</b>				
<b>E-MAIL ADDRESS</b>				
<b>VAT REGISTRATION NUMBER</b>			<b>CIDB GRADING</b>	N/A
<b>SUPPLIER COMPLIANCE STATUS</b>	<b>TAX COMPLIANCE SYSTEM PIN:</b>		<b>CENTRAL SUPPLIER DATABASE No:</b>	MAAA
<b>B-BBEE VERIFICATION CERTIFICATE</b>	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>B-BBEE SWORN AFFIDAVIT (EMEs OR QSEs)</b>	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>BID SUBMISSION:</b>				
<b>BID DOCUMENTS MUST BE DEPOSITED IN THE RFP BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER</b>				
<b>ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</b>				
<b>PLEASE ALLOW SUFFICIENT TIME TO ACCESS THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR RFP DOCUMENT IN THE JOHANNESBURG WATER RFP BOX SITUATED AT RECEPTION BEFORE THE RFP CLOSING DATE AND TIME.</b>				
<ul style="list-style-type: none"> <li>• <b>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM</b> Late bids will not be accepted for consideration.</li> <li>• <b>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.</b></li> </ul>				
<input type="checkbox"/> <b>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.</b>				

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

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



a world class African city



## City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntsemi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

## 1. SCOPE OF WORK

### 1.1. DESCRIPTION

This contract establishes a short-term (9 months), structured procurement for the urgent, continuous repair and maintenance of critical wastewater infrastructure where the exact defect scope is unknown in advance. Operating under a strict "Strip and Quote" methodology, the contract authorizes appointment of contractors to execute the scope of work. Contractors are mandated to submit a Technical Diagnostic Report, complete with photographs, wear measurements, and a fixed-price quotation mapping to approved pre-priced contract rates within a approved window period for Johannesburg Water's review and approval before any corrective work begins.

The scope of work encompasses end-to-end electro-mechanical repairs, overhauls, structural civil modifications of pumpstation including precision calibration of flow measurement instrumentation across major treatment plants. Repair execution is controlled using labour schedules (covering Artisans, and Assistants and Technical Support), pre-priced workshop machining unit rates, quote-verified markups on OEM replacement parts and minor plant/equipment. All interventions must adhere strictly to the Occupational Health and Safety Act, manufacturer tolerances, and approved engineering practices. Following successful reassembly, alignment, lubrication, and system commissioning, contractors must deliver full test records and close-out documentation to ensure assets are handed over in a safe, optimal operating condition, thereby bridging the interim period until long-term capital maintenance tenders are formally finalized.

## 2. SPECIFICATIONS

### 2.1. SCOPE OF CONTRACT

#### 2.3.1 Procedure

The contractor shall strip the equipment or assembly to the extent necessary to allow detailed visual and dimensional inspection of all relevant components. During striping, all parts shall be cleaned, identified, labelled, protected, and stored in a manner that allows accurate reassembly and traceability. No parts shall be discarded, replaced, or permanently altered unless specifically authorized by the client representative. After dismantling, the contractor shall carry out fault-finding, wear assessment, measurements, and technical analysis to

Mr Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),

Mr Kgaugelo Mahlaba (Chief financial Officer and Executive Director) Mr Sipho Mthembu, Ms Zandile Meeleso, Mr Pholoso Matjele,

Mr Molate Mashifane, Ms Pamela Mabece, Mr Collen Sambo, Mr Makoko Makgonye, Ms Thabiso Kutumela,

Mr Kefiloe Mokoena

Ms Kethabile Mabe (Company Secretary),

Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30



a world class African city



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntsemi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

determine the true repair requirement. The contractor shall submit a strip report that includes photographs, findings, recommended repairs, proposed parts replacement, and an itemized quotation. The repair quotation shall only be considered valid once the full defect scope has been established through inspection.

### 2.3.2 Repair Work

Repair work shall only be executed after the strip report and quotation have been reviewed and approved by the client. The contractor shall undertake mechanical fitting, refurbishment, welding, fabrication, machining, cleaning, alignment, calibration, and other repair activities required to restore the asset to functional condition. Where components are beyond repair, the contractor shall replace them with approved equivalent parts or OEM-compliant alternatives. Repair activities shall include reassembly of all stripped components, tightening, setting, alignment, lubrication, and testing. Where applicable, electrical repairs shall include fault tracing, rewiring, termination, insulation checks, motor testing, and commissioning support. The contractor shall also make good any surfaces, coatings, guards, seals, gaskets, fasteners, or ancillary items disturbed during the works.

The successful bidder(s) will be required to perform the following activities:

- i. strip, test, assess, inspect, fault-find, quote, supply, deliver, repair, install, maintain, and commission of pumpstation, related electro-mechanical equipment and civil works including associated components for a period of nine (9) months.
- ii. supply, use, fit, install and commission spares and consumables necessary for the maintenance and repairs of related equipment at or from the various JW wastewater treatment works on an "as and when" required basis for a period of nine (9) months.

#### 2.1.1. Collection of equipment

Where a piece of equipment must be repaired off site, the service provider will be required to complete and sign an equipment collection form when collecting any equipment for repairs at the JW sites. This form shall also be completed and signed when delivering or returning that equipment to the JW sites. The relevant authorized JW representative will also sign that same form during collection and delivery of equipment. A copy of the form will then be issued to the service provider upon delivery of the equipment to JW.

#### 2.1.2. Stripping of equipment

The service provider will be required to strip, inspect, assess, fault-find and/or test pieces of equipment at or from all the facilities and provide JW with a comprehensive (detailed) fault report (failure assessment report) per equipment and the recommended remedial work. This

Mr Dineo Majavu (Chairperson), Mr Ntshavheni Mukwevho (Managing Director and Executive Director),

Mr Kgaugelo Mahlaba (Chief financial Officer and Executive Director) Mr Sipho Mthembu, Ms Zandile Meeleso, Mr Pholoso Matjele,

Mr Molate Mashifane, Ms Pamela Mabece, Mr Collen Sambo, Mr Makoko Makgonye, Ms Thabiso Kutumela,

Mr Kefiloe Mokoena

Ms Kethabile Mabe (Company Secretary),

Johannesburg Water SOC Ltd

Registration Number: 2000/029271/30



a world class African city



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntengi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

fault report will be accompanied by a detailed and comprehensive quotation which is in line with the requirements of this contract. The quotation will include cost breakdown and delivery timelines. The service provider will submit the fault report and the quotation to JW within five (5) working days of the service request by JW. JW reserves the right to inspect the stripped equipment prior to approval of the proposed remedial work.

The comprehensive quotation must include a “pre-quotation” from the OEM (Original Equipment Manufacturer) for the components / parts / spares which the service provider intends to use when carrying out any repair and maintenance work. The Client may request the Service Provider to quote or indicate the Total Cost of Replacement of the piece of equipment.

**Thereafter the Authorized JW representative shall: -**

1. Issue an approval to commence with repairs / maintenance through a Purchase Order/ Purchase Instruction. OR
2. Issue a written instruction to the service provider to **NOT** proceed/commence with repairs / maintenance on the equipment and return the equipment.

The Service provider will then assemble the equipment and return the equipment to relevant JW site. The strip, repair, assembling and transport rate will then be applied in this instance.

**2.1.3. Delivery of equipment**

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

Comprehensive job-card and detailed invoices shall outline all the work done and consumables used, as well as any parts fitted or replaced on the equipment. For every work / job that entails replacement of parts, the detailed quality control forms must also include OEM pre-invoices and material certificates (where applicable) for each part or spare replaced or fitted.

Detailed quality control forms must also include assembly check sheets, paint check sheets, factory/workshop release forms and factory/workshop test reports confirming the operational condition assessment of the piece of equipment post repair / maintenance / replacement. The

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

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



a world class African city



## City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntengi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

detailed quality control forms must also include Warrantee Certificates for every repair and replacement work. JW may also, at their discretion, request copies of valid calibration certificates for the pump test loop instruments and any other instruments used in the routine testing of the equipment.

Where scope of work includes installation and site work, the detailed quality control forms must also include site acceptance forms approved by JW authorized representative.

One request by JW, the detailed invoice must be accompanied by ALL replaced parts upon delivery of the equipment to the respective JW sites. Failure to do so shall result in the non-signing of the Delivery Note (i.e. the JW Representative will not endorse the work done by the service provider) and will result in non-payment of the service provider.

Equipment must be rendered of “good condition” in whole and not in parts.

The comprehensive job card must include the equipment’s serial number, equipment type, make, model and size/rating of the equipment. This will apply in all pieces of equipment excluding civil works.

### **2.1.4. Emergency work**

In an emergency, work will be authorized by JW in a form of an official correspondence instructing the service provider to undertake specified work and overtime rates will apply. The email or letter must be written by the respective JW Regional Maintenance Manager or other authorized JW personnel. Payment for all emergency work must conform to the payment requirements under this contract.

### **2.1.5. Additional work**

For any additional work (not covered under the contract scope) that might be required on site during repair work and maintenance, the service provider shall only commence with such work upon receipt of JW official purchase order.

### **2.1.6. Additional requirements**

All relevant equipment repaired under this contract by the service provider must be pre-filled with oil and greased by the service provider prior to re-commissioning. Only oil and grease that is recommended by the relevant equipment manufacturer may be used. The authorized JW representative will confirm that this has been done by signing a relevant delivery note or job card. Oil certificates must accompany all deliveries.

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

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



a world class African city



**City of Johannesburg**

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntengi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

**2.1.7. Response Times**

The response time timelines set forth in this tender document establish mandatory service level requirements that successful bidders must commit to and fulfill. These timelines define the maximum allowable periods for mobilization, attendance, and completion of works/ activities from emergency callouts requiring immediate response to scheduled maintenance activities with predetermined windows.

Bidders are required to take note of these requirements and prepare their capacity to meet these response time obligations through evidenced capacity, resource availability, and documented operational procedures. Failure to adhere to the specified response times will constitute a material breach of contract and may result in penal provisions as outlined in the tender conditions. Compliance with these response time requirements is non-negotiable and will be monitored and evaluated throughout the contract period.

Support Type	Maximum Response Times
Response for normal service request	36 hours
Response for emergency service request	4 hours
Submission of normal service quotation	5 working days
Submission of emergency service quotation	Immediately after troubleshooting is completed.
Start of site work after Purchase Order is issued by JW	3 working days
Start of emergency work	Immediately after JW has formally approved quotation
Confirmation of delivery of long lead equipment after purchase instruction is issued by JW	5 working days

**2.2. QUANTITIES**

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

**2.3. DURATION OF CONTRACT**

The contract duration is 9 months.

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

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



a world class African city



City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall  
65 Ntengi Piliso Street  
Newtown  
Johannesburg

Johannesburg Water  
PO Box 61542  
Marshalltown  
2107

Tel +27(0) 11 688 1400  
Fax +27(0) 11 688 1528

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

### 3. TENDER FORM AND PRICE SCHEDULES

To: Johannesburg Water (SOC) Ltd.

Having examined the Tender documents including Addenda Nos \_\_\_\_\_ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer **Johannesburg Water's Bulk Wastewater's electro-mechanical infrastructure and associated components on an as and when required basis for a period of nine (9) months.** as specified in conformity with the said RFP documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

- We undertake, if our Tender is accepted, execute the contract in accordance with the requirements as specified.
- We agree to abide by this Tender for a period of ninety (90) days from the date fixed for Tender opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.
- Should my/our tender be successful, it be understood that a contract will come into existence as a once off contract which will commence from the date indicated in the letter of acceptance.

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

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

---

## 4. AWARD AND ALLOCATION STRATEGIES

### 4.1.1. Award Strategy

Contract is to be awarded to the highest scoring Tenderers per Region (Northern, Southern A and Southern B) based on specific goals and price as well as objective criteria. Furthermore, the scope will be awarded based on Region selection and preference.

The Tenderers are requested to indicate the Regions by order of preference.

### 4.1.2 Allocation Strategy

**Objective Criteria for the tender:** The objective criteria are meant to manage risk, address capacity constraints, and ensure cost-effectiveness while promoting competition by allowing more service providers to be appointed per region. Johannesburg Water will use its discretion to determine the number of providers in each region, based on these criteria and operational needs.

Work is to be allocated to the highest preference ranking **Tenderers** per Region per sub-category (Northern and Southern Region) based on price and specific goals, that is the Tenderer that has demonstrated that they have fully met Johannesburg Water's (JW's) capacity requirements per region.

Tenderers must indicate their order of preference by ticking relevant boxes in the preference under Section 5.1, if any, under the same Section.

Should Tenderer be the highest-ranking Tenderer for more than one (1) region, the Objective Criteria will be applicable, and the Tenderer will be allocated their first preference region. In that case, Johannesburg Water will therefore reserve the right to allocate a region to a Tenderer that is not the highest ranked Tenderer in terms of price and specific goals in order to satisfy the Objective Criteria. However, JW reserves the right to negotiate rates when effecting the Objective Criteria.

---

---

## **5. PRICING DATA:**

The bidders are given an option to select or choose the Region of preference in respect to the defined scope of

The evaluation on price alteration will be conducted as follows:

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

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

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.

To manage operational risk, avoid workflow bottlenecks, and ensure efficient emergency and routine response times across all plants, Johannesburg Water intends to appoint more than one service provider per region. This approach is intended to mitigate service delivery risks arising from concurrent asset failures and to enhance the continuity and resilience of maintenance services. Accordingly, the contract is structured into three distinct geographical regions, and work packages will be allocated in a manner that promotes equitable workload distribution, ensures contractor availability, and supports uninterrupted service delivery. The allocation of work packages will further take into account contractor performance, with service delivery measured and managed in accordance with the requirements of the contract.

### **Additional pricing instructions/notes**

#### **Labour rates in the BoQ are to be completed as follows:**

- Unit rate (normal hours): enter the net price per unit for normal hours.
- Tax (normal hours): enter the tax amount or percentage applicable to the normal-hour unit rate.
- Sum of these two above inputs under Total 1
- Repeat the same procedure for unit rates (overtime) and sum of these two inputs under Total 2. Unit rate (overtime)
- Add both Totals in SUB-TOTAL Section.

## Predetermined Rates

- JW has provided firm rates for the following BoQ items: 1.1, 2.1, 2.2, 5.2 and 5.3. Consequently, bidders must not submit prices for these specific items; any entry for these items will be disregarded.
- Any corresponding to items marked “n/a” must nevertheless be completed. Where a line or section is indicated as “not applicable”, bidders must enter the relevant Sub total.
- Section 3 (Labour rates) of the BoQ must be completed as follows:
  - Calculate **Total 1 and Total 2** separately, then add Total 1 and Total 2 together and record the combined amount in the Section **Sub Total**.
- All bidders must complete offer for the percentage handling fee field. **The handling fee shall not exceed 12%** (twelve percent). Any submission that exceeds this cap will be deemed non responsive for that item and will not be considered.
- All Sub Total values throughout the BoQ must be added together and the Total value recorded under “**Total based on BoQ**” in the bottom section of the BoQ. Bidders must ensure that the “**Total based on BoQ**” is fully traceable to the supporting Sub Totals and individual line rates.
- **Crane Rates:** The crane rate is fully inclusive. The crane hire rate includes all costs for diesel/fuel, crane operator, rigger(s), and all transport to and from site. The rate must also cover site establishment, mobilisation and demobilisation, and any necessary traffic management, permits or approvals required under the Road Traffic Act (and any other applicable legislation).

## DEFINITIONS

**OHS Requirements and File:** Occupational Health and Safety (OHS) Requirements encompass the legal obligations under the OHS Act (Act 85 of 1993) to ensure a safe working environment, while the OHS File is the compiled documentation proving compliance. This includes health and safety specifications, risk assessments (baseline and issue-based), method statements for high-risk activities, appointment letters for safety officers, PPE registers, medical certificates of fitness, training records, safety meeting minutes, and incident reports. Key factors to consider are compliance with OHS Act Section 8 (employer duties), site-specific hazards such as

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

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

confined spaces or working at heights, validity of all certifications and appointments, and the need for regular safety audits and inspections to maintain continuous compliance. Payment of this item will be paid when the file is approved.

**Strip, Assess and Quote:**

This is a three-step maintenance process where equipment or components are disassembled (stripped), evaluated for damage or wear (assessed), and a detailed cost estimate for repair or replacement is prepared (quoted). The activity entails complete disassembly of equipment, visual and technical inspection of all components, identification of worn or defective parts, and preparation of an itemized quotation covering both parts and labour. The composition includes labour for disassembly and reassembly, diagnostic tools and testing equipment, documentation of findings with photos and measurements, and a detailed cost breakdown. Key factors to consider are equipment accessibility for stripping, availability of spare parts (OEM versus generic), time required for accurate assessment, and whether equipment can remain in partial operation during the assessment process.

**Strip, Assess, Quote and Repair:**

This is a comprehensive maintenance activity that includes all steps of "Strip, Assess and Quote" plus the actual execution of repairs based on assessment findings. The activity encompasses complete disassembly, detailed inspection, cost estimation, execution of approved repairs or component replacement, testing and commissioning post-repair, and quality assurance handover documentation. It comprises all components from the basic strip-assess-quote process, plus repair labour and specialized skills, replacement parts and materials, testing equipment, commissioning procedures, and warranty coverage on repair work. Critical factors to consider include lead time for parts procurement, skill level required for specific repairs, equipment downtime implications on operations,

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

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

warranty terms and post-repair support, and conducting a cost-benefit analysis to determine whether repair is more economical than replacement.

**Artisan (Site):**

A skilled tradesperson such as a mechanic, electrician, or fitter who performs maintenance, repair, or installation work at the customer's location or operational site rather than in a workshop. The activity entails on-site diagnosis and troubleshooting, equipment installation or repair, working in operational environments that often involve live systems, and strict compliance with site-specific safety protocols. The composition includes a qualified artisan with relevant trade test certificate, portable tools and diagnostic equipment, appropriate PPE for site conditions, a vehicle for transportation, and possibly an assistant or laborer for support. Key factors to consider are site access and security requirements, working conditions such as confined spaces or hazardous areas, availability of site utilities like power and water, coordination with site operations to minimize downtime, and travel time and distance considerations for billing purposes.

**Artisan (Workshop):**

A skilled tradesperson who performs maintenance, repair, or fabrication work in a controlled workshop environment rather than at the customer's site, allowing for more precise work under optimal conditions. The activity entails bench maintenance and overhaul of removed equipment, fabrication and machining work, testing and quality control in controlled conditions, and component rebuilding and refurbishment. The composition includes a qualified artisan with trade test certificate, workshop machinery such as lathes and grinders and welding equipment, specialized tools and testing equipment, a controlled environment with proper lighting and ventilation, and storage for parts and materials. Important factors to consider are equipment removal and transportation logistics to and from the workshop, workshop capacity and availability, quality

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

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

control standards achievable in a controlled environment, lead time for workshop-based repairs, and cost comparison with site-based work to determine the most economical approach.

**Call-out Fee / Team:**

This is a charge for mobilizing personnel, transport and equipment to respond to an emergency, urgent or unscheduled maintenance request, typically including a minimum charge regardless of actual time spent on-site. The activity entails emergency or scheduled response to breakdown or maintenance needs, mobilization of personnel tools and equipment to the site, a minimum attendance time is 4 hours, and on-site diagnosis with initial remediation. The composition includes a fixed call-out fee as minimum charge for attendance, a team typically consisting of 1 x Artisans plus an assistant, vehicle and fuel costs, basic tooling and diagnostic equipment, and appropriate PPE and safety equipment. Key factors to consider are response time requirements distinguishing emergency from scheduled calls, minimum attendance hours that will be charged, after-hours weekend or public holiday premium rates shall apply.

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

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

## 5.1 Choice of Preference of Bidders

No	Region	Preferred choice (X)	Second Choice, if any (X)	Third Choice, if any (X)	Works Name	Physical address
1	Northern				Northern	William Nicol Ext, (R511+/- 8km north of Fourways)
					Driefontein	Portion 55 of Farm, Driefontein 179-IQ
2	Southern A				Goudkoppies	Cnr. East street & Gibbs Road Devland.
					Olifantsvlei	Cavendish Street Ext, Olifantsvlei 316-IQ, Portion RE/2/316Y, (Adjacent to Northern Industrial Sites)
3	Southern B				Bushkoppies	Cnr. Golden Highway R553/Stockwell Avenue, Eldorado Estates
					Ennerdale	Portion 48 of Farm, Elandsfontein 30810

**5.1.1 Singularity of financial offer:** Johannesburg Water (JW) utilizes a single, consolidated Bill of Quantities (BoQ) applicable to all designated regions (Northern and Southern Regions).

**5.1.2 Universal rate application:** By submitting a bid, the Tenderer explicitly agrees that the rates tendered within the uniform BoQ are fixed, absolute, and universally applicable across all regions, regardless of whether a region is designated as a first, second, or third choice preference under Section 5.1 above.

**5.1.3 Irrevocability of rates during objective allocation:** Should Johannesburg Water invoke its rights under the Objective Criteria to allocate a region other than the Tenderer's first preference in pursuit of risk mitigation and market competition. The tendered rates shall remain entirely unchanged and legally binding for the alternative region.

**5.1.4 Price adjustments and negotiations:** While tendered rates apply uniformly to all geographic areas, Johannesburg Water reserves the sole and exclusive right to enter into price negotiations with a preferred Tenderer when executing allocations under the Objective Criteria to ensure institutional cost-effectiveness. The tendered rates shall remain uniform/fixed throughout the contract duration of 9 months.



**BILL OF QUANTITIES**

Item no	Description	Unit	Qty	Unit Rate (Normal)	15% Vat	Total 1	Unit Rate (Overtime)	15% Vat	Total 2	SUB-TOTAL
<b>1</b>	<b>PRELIMINARY AND GENERAL</b>									
1.1	OHS Requirements & File	sum	1	R 20 500.00	R 3 075.00	N/A			R 23 575.00	
<b>2</b>	<b>STRIP, ASSESS, QUOTE AND REPAIR: (ALL EQUIPMENT)</b>									
2.1	Strip, assess and quote	each	1	R 1 800.00	R 270.00	N/A			R 2 070.00	
2.2	Strip, assess, quote, repair, reassemble, test and commission	each	1	R 2 300.00	R 345.00	N/A			R 2 645.00	
<b>3</b>	<b>LABOUR (SITE)</b>									
Item no	Description	Unit	Qty	Unit Rate (Normal)	15% Vat	Total 1	Unit Rate (Overtime)	15% Vat	Total 2	SUB-TOTAL
3.1	Artisan: Electrical	hour	1							
3.2	Artisan: Mechanical	hour	1							
3.3	Artisan: Welder	hour	1							
3.4	Artisan: Fitter	hour	1							
3.5	Artisan: Instrumentation	hour	1							

Item no	Description	Unit	Qty	Unit Rate (Normal)	15% Vat	Total 1	Unit Rate (Overtime)	15% Vat	Total 2	SUB-TOTAL
3.6	Technical Assistant (Skilled)	hour	1							
3.7	Technical Assistant (Semi-skilled)	hour	1							
<b>LABOUR (WORKSHOP)</b>										
3.8	Artisan: Electrical	hour	1							
3.9	Artisan: Mechanical	hour	1							
3.10	Artisan: Welder	hour	1							
3.11	Artisan: Fitter	hour	1							
3.12	Artisan: Instrumentation	hour	1							
3.13	Technical Assistant (Skilled)	hour	1							
3.14	Technical Assistant (Semi-skilled)	hour	1							

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

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

Item no	Description	Unit	Qty	Unit Rate (Normal)	15% Vat		
<b>CALL -OUT FEE</b>							
	Fee per Team	No	1	R 750.00	R 112.50	N/A	R 862.50
4	<b>TRANSPORT</b>						
4.1	Light vehicle (Category 1, up to 1.5 ton)	km	1			N/A	
4.2	Medium vehicle (Category 1, 3 to 5 ton)	km	1			N/A	
5	<b>EQUIPMENT AND YELLOW PLANT</b>						
5.1	Crane Truck (up to 12 ton)	day	1			N/A	
5.2	Mobile Crane (55Ton)	day	1	R 25 500.00	R 3 825.00	N/A	R 29 325.00
5.3	Mobile Crane (110Ton)	day	1	R 33 500.00	R 5 025.00	N/A	R 38 525.00
5.4	Mobile diesel pump - suitable to pump sludge and handle solids (min 70mm), at	day	1			N/A	

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

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

	least 150mm delivery pipe. Rate to include Operator and fuel							
5.5	Articulating boom lift (min 10m working height)	Day	1			N/A		
5.6	Mobile generator - 100kVA	day	1			N/A		
<b>TOTAL BASED ON BOQ</b>								

<b>6</b>	<b>PERCENTAGE MARK-UP</b>	<b>%</b>
----------	---------------------------	----------

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

**Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

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

## 6. EVALUATION CRITERIA

### 6.1. EVALUATION PROCESS

RFP evaluation process to be as follows:

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

#### 6.1.1. Stage 1: Mandatory evaluation

EVALUATION CRITERIA: (GATE KEEPERS)			
No	CRITERIA	DOCUMENTARY EVIDENCE	YES/NO
1	Company professional registration with CIDB	Grading 7 ME/EP. To be verified with CIDB	
2	ISO 9001: 2015 certification	Certified valid ISO Certificates	
3	Compulsory Briefing session	Attendance register on the day of the meeting	
4	Submission of rates/offers	Fully completed and signed pricing	
5	Technical experience of key Personnel	<ul style="list-style-type: none"> <li>A copy of Curriculum Vitae for 2 (two) personnel to be allocated in the project. The CV must demonstrate experience of key personnel in performing work related to repairs and maintenance of electro-mechanical equipment and pumpstations.</li> <li>Each key personnel must have minimum experience of three years' experience in relation to related scope of work.</li> <li>Each key personnel must be a qualified Artisan Fitter/Electrician/Millwright.</li> <li>Copies of valid certified Trade Certificates of key personnel.</li> </ul>	
6	Experience and capacity of the Company in the past 7 years in repairs/maintenance/refurbishment/installation of pumpstations and electromechanical equipment for Water/Energy generation Public Sectors or Mining Sector.	<ul style="list-style-type: none"> <li>Signed reference letter(s) or completion certificate(s) demonstrating or confirming a minimum of 2-year experience.</li> <li><b>Subcontracting</b>, additional documentation is required as follows:               <ul style="list-style-type: none"> <li>Appointment letter and completion certificate of the main contractor.</li> <li>Appointment letter and completion letter of the sub-contractor.</li> </ul> </li> </ul>	



Johannesburg Water

Registration No. 2000/029271/30

---

---

		<ul style="list-style-type: none"><li>•Reference letter(s) or completion certificate(s) must demonstrate or confirm a combined contract value of R20 million.</li><li>• The above project(s) should have been completed in the past 7 years.</li></ul>	
--	--	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

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

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

**6.1.2 Stage 2: Administrative evaluation**

Price related MBD forms applicable for this RFP.

<b>NO.</b>	<b>REFERENCE TORFP DOCUMENT</b>	<b>DESCRIPTION</b>	<b>REQUIREMENT</b>
3.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on coverage or copy of CSD report.
	MBD 4	Declaration of Interest	Complete and signed MBD 4 form
4.	MBD 5	Declaration of Procurement Above R10m (All Applicable Taxes Included)	Complete and signed MBD 5 Form.
5.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and signed MBD 6.1 Form.
6.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and signed MBD 8 Form.
7.	MBD 9.	Certificate of Independent Bid Determination	Complete and signed MBD 9 Form.
8.	Annexure – Proof of Specific Goals	Refer to documents referenced in Section 4.1. verification documents to be submitted with the RFP document	Submit applicable documentation with the RFP submission

**CONTACTABLE REFERENCE**

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **Repair and maintenance of pumpstations and electromechanical equipment for Bulk Wastewater Treatment Works**

**Name of Bidder:** .....

**Description of Services provided in relation to scope of work**

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

**Duration in months:** .....

**Start Date: Year-Month-Day when the Goods / Services were provided**.....

**End Date: Year-Month-Day when the Goods / Services were provided**.....

**Contract/Project Value:** .....

**Name of authorised person (Client):** .....

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

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

**Email:** .....

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

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

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

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

**CONTACTABLE REFERENCE**

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **Repair and maintenance of pumpstations and electromechanical equipment for Bulk Wastewater Treatment Works**

**Name of Bidder:** .....

**Description of Services provided in relation to scope of work**

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

**Duration in months:** .....

**Start Date: Year-Month-Day when the Goods / Services were provided**.....

**End Date: Year-Month-Day when the Goods / Services were provided**.....

**Contract/Project Value:** .....

**Name of authorised person (Client):** .....

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

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

**Email:** .....

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

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

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

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

### 6.1.3 Stage 3: Price and Preference

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

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

The specific goals allocated points in terms of this RFP	Number of points allocated (80/20 system)	Number of points claimed. (80/20 system) (To be completed by the Bidder)
Business owned by 51% or more – Women	10	
SMME (EME or QSE) owned by 51% or more - Black People	10	
<b>Total</b>	<b>20</b>	

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

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

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

SMME (EME or QSE) owned by 51% or more - Black People	<ul style="list-style-type: none"><li>• Valid construction sector BBBEE Certificate issued by SANAS accredited verification agency or construction sector Affidavit sworn under oath, OR</li><li>• CIPC registration document showing percentage of ownership and share certificate where applicable</li><li>• ID copy</li></ul>
-------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

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

## 7. AWARDING STRATEGY

- 7.1 Contracts shall be awarded on a per-region basis (Northern Region, Southern Region A, and Southern Region B) to the highest-scoring Tenderer within each specific territory, determined by the consolidated evaluation of price, specific goals, and the established Objective Criteria.
- 7.2. Johannesburg Water reserves the sole and exclusive right to appoint a single, qualified Tenderer to multiple regions under exceptional circumstances, specifically where:
- No responsive, compliant, or competitive bids are received for a designated region.
  - A multi-region award is deemed necessary to satisfy institutional affordability, market stability, or overall financial cost-effectiveness.
- 7.3. In the event that a single Tenderer is considered for an award across multiple regions due to regional non-responsiveness or financial advantages, Johannesburg Water will subject said Tenderer to vetting process to verify that their risk management capacity and operational resources can fully support the expanded scope of work.
- 7.4. Should a Tenderer be appointed to multiple regions under these provisions, the rates tendered in the singular Bill of Quantities (BoQ) shall remain fixed and globally applicable to all allocated regions, subject to any final price optimization negotiations initiated at the sole discretion of Johannesburg Water.

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

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

## 8. RETURNABLE DOCUMENTS

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

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

## 9. GENERAL TERMS AND CONDITIONS

- Price(s) quoted must be valid for ninety (90) days from date of your offer.
- Price(s) quoted **must** be firm for the duration of the contract and must be exclusive of VAT.
- Bidders will be afforded a period of three (3) days to complete the following returnable documents (MBD 4, 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 two (2) days to submit. In a case where the company or active Directors have municipal commitments overdue for more than 90 days they will be offered three (3) days to settle

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

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



Johannesburg Water

Registration No. 2000/029271/30

---

their overdue amounts or submit proof of an arrangement agreed to between that municipality and that company or Director.

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

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

## SPECIAL CONDITIONS

### GENERAL

**NB** The attention of the Bidder is drawn to the fact that “Conditions of a General Nature and General Conditions of Contract for the Supply and Delivery of Goods and Services” shall apply, where applicable, to this contract.

### 1. DEFINITIONS

1.1 That “Johannesburg Water (SOC) Ltd” shall herein after be referred to as “JW”.

1.2 The “Managing Director” shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorized representative.

1.3 “Vat” shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

1.4 “WWTW” shall mean the Wastewater Treatment Works.

### 2.PRICE:

2.1 All prices shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.

2.2 All price(s) offered shall include the cost of all rate of exchange insurances, services, labour, equipment, materials, transportation 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 All bidders shall indicate the applicable Rate of Exchange and shall give a breakdown of their RFP prices; stipulating the Imported Content of each Item.

2.4 The base rate of exchange (ROE) to calculate any adjustment will be based on that applicable (as published by the South African Reserve Bank) on closing date of the RFP.

e.g: 1 Euro = 15 South African Rands.

2.5 The bidders shall at his own cost, within twenty-one (21) days of the date of the written notification of acceptance of his RFP, obtain Forward Exchange cover from a bank

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

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

approved by JW to safeguard himself against fluctuations in the rate of exchange of foreign currencies. The bidder shall then continue to purchase such Forward Exchange cover on a quarterly (three-monthly) basis, for the duration of the contract. All fluctuations between the offered prices based on the Rate of Exchange given in clause 2.4 and that of the price based on the Forward Exchange cover rates shall be for the account of the bidder.

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

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

**5. EMPLOYMENT OF LABOUR:**

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

5.2 The Contractor shall provide a dedicated technical team to JW on an as and when required basis at no extra cost to JW. This team will be required to monitor the performance of their product as well as technical assistance to JW where required.

**6. INSURANCE AND INDEMNIFICATION:**

6.1 In addition to any insurance required to be held by the Contractor in terms of the Contract in terms of the Occupational Injuries and Diseases Act no. 130 of 1993, the Contractor must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third-party risks. The Contractor hereby indemnifies and agrees to keep indemnified throughout the period of the contract JW against all claims by third parties or the Contractor's own employees resulting from the operations carried out by the Contractor under this contract.

6.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act must be furnished by the Contractor within 21 days of notification of acceptance of the RFP, but before any site work is performed including deliveries and offloading.

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

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

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

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

7.1 If the Contractor or any person employed or associated with him or in the case of a Company, a Director or shareholder or person also associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.

7.2 If the Contractor has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:

7.2.1 fails to remedy such breach within 14 (fourteen) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 14 (fourteen) days), within such further period as may be reasonable in the circumstances, provided that the Contractor furnishes evidence within the period of 14 (fourteen) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.

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

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

7.4 No amendment or consensual cancellation of this

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

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

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.

**8. DISPUTES:**

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

**9. SCOPE OF WORK:**

- 9.1 The Contractor shall be required to undertake work related to repairs and maintenance of pumpstations and electromechanical equipment in the area of responsibility.
- 9.1.1 An Authorised JW Representative will issue the Contractor with a Purchase Order / Purchase Instruction detailing the scope of works that must

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

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

be undertaken.

- 9.1.2 For site tasks, the Bidder's personnel will be required to complete a daily time sheet which shall be required to be signed by the JW Representative at the start and end of each day.
- 9.1.3 After completion of Works, the Contractor is required to submit detailed report completed with additional material required for commissioning process.

**10. PAYMENT:**

- 10.1 Payment on this contract will be as follows:
  - 10.1.1 The Contractor is required to submit a comprehensive invoice. Copies of signed delivery notes and QCP's for all items claimed for shall be attached to the Contractor's Invoice. Failure to provide these documents will result in non-payment of the invoices.
  - 10.1.2 Invoices must be submitted within 7 days from the date of delivery of the repaired equipment to JW.
  - 10.1.3 The contractor shall submit by the invoice for work done to the relevant JW site for which services were rendered for. Payment will be based on the invoices subject to any adjustment by the JW Representative in respect of errors, downtime, penalties or any other claim that 'JW' may have in respect of this contract.
  - 10.1.4 Payment will be made within approximately 30 days from the Regional Maintenance Manager approving the invoice.
  - 10.1.5 Invoices for payment must be submitted under the contractor's name.

**11. WARRANTY:**

- 11.1 The provisions of this contract shall be subject to the warranties that apply to new equipment supplied by the contractor. Therefore, if the rectification of a defect in these assets or the replacement of a part is covered by warranty, such rectification/replacement shall be done at no cost to JW.

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

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

11.2 The warranty period referred herein clause 11.1 above, will be for a period of at least twelve (12) months from the time that the equipment has been delivered to JW's site and accepted by JW in a form of a QCP.

**12. REPLACEMENT OF EQUIPMENT:**

12.1 In the event that any machinery supplied or deployed by the Contractor becomes defective or unserviceable while under the warranty, the Contractor shall, at its own cost, replace such faulty machinery within three (3) days of notification or within a period agreed to between the Contractor and JW for items with longer lead times. The replacement machinery shall be of the same type, capacity, and technical specification, or better, and shall be acceptable to the Employer (JW). A comprehensive technical failure report shall be compiled by the Contractor and sent to JW within ten (10) working days.

**13. DURATION:**

13.1 The tenure of the contract shall be with effect from the date of signing the contract for a period of six (6) months.

**14. QUANTITIES:**

14.1 This is a rate-based contract and the actual need based on "as and when required" principle shall inform quantities when related activities are approved to be undertaken during contract implementation process.

**15. DAMAGED GOODS**

15.1 Any stock items ordered, which in the opinion of JW are deemed to be damaged, whether in transit, offloading or stacking, will be the total responsibility of the Contractor and will not be accepted on site.

**16. PLACE AND TIME OF DELIVERIES:**

16.1 Delivery shall be made to any of the WWTW operated by JW and during normal working hours, Monday to Friday 07:30 hours to 15:30 hours.

16.2 The delivery and offloading of materials, replacements parts and equipment must be done at the locations prescribed under Section 5.1 of this document.

**17. RFP VALIDITY:**

17.1 The RFP shall be valid for a period of 90 days from the date of closing of RFPs.

**18. ADJUDICATION OF RFPs:**

18.1 The highest, lowest or any RFP will not necessarily be accepted by JW. JW reserves the right to adjudicate the RFP to JW's best interest and it is not necessarily intended to award the Contract to only one Contractor. The scope of

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

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

may be split between Contractors.

**19. ACCEPTANCE OF RFP:**

- 19.1 A valid and binding contract shall be concluded at the time that the Contractor signs an official Contract Document at the offices of JW after the Contractor is in possession of the letter of acceptance.

**20. PENALTIES FOR DEFECTIVE QUALITY:**

- 20.1 Should the quality of work, performance requirement, or acceptance criterion be falling outside the tolerances specified in the approved scope of work, specifications, or contractual requirements, Johannesburg Water (JW) reserves the right to impose penalties as follows:

The invoiced amount for the order, or the affected portion of the works in which the substandard quality was identified, shall be reduced by twenty-five percent (25%), exclusive of VAT.

**21. PENALTIES FOR DELIVERIES**

- 21.1 If the Contractor fails to deliver the required full scope by the due date, a penalty of 1 (one) per cent of the total current order value of the contract for each day's delay in delivery of the scope shall be applied.
- 21.2 No liability in terms of Clause 21.1 shall attach to the Contractor if he shall prove to the satisfaction of the Regional Maintenance Manager \ Duly their authorised representative that the delivery has been delayed or become impossible due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrence or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified Johannesburg Water in writing within 24 (twenty-four) hours of it first coming to the Contractor's notice, that delivery will be delayed or become impossible for the abovementioned reasons.
- 21.3 Due to the nature of JW's license conditions for operating the various JW Wastewater Treatment works, should the Contractor supply JW with poor quality products or should the product supplied fail to comply with the JW technical specifications during the tenure of the contract, JW may

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

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

immediately terminate the contract.

21.4 Where the contract is terminated as referred to herein clause 21.3 above, JW may request the services of the alternative recommended Bidder.

## **22. ADDITIONAL INFORMATION**

22.1 Any additional information may be obtained from Thabiso Thabeng on 011 510 2602 or email [thabiso.thabeng@jwater.co.za](mailto:thabiso.thabeng@jwater.co.za)

## **23. NOTICE**

23.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners: -

23.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered, in which event such notice shall be deemed to have been received on the 7<sup>th</sup> (seventh) business day after posting (unless the contrary is proved); or

23.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery; or

23.1.3 Sent by telefax to its chosen telefax number stipulated in 16.1, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

23.2 notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

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

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



**MBD 4**

**DECLARATION OF INTEREST**

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

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....  
.....

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

3.10.1 If yes, furnish particulars.  
.....  
.....

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

3.11.1 If yes, furnish particulars  
.....  
.....

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

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

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

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

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

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

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

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

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

.....  
.....

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

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

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

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

3.2 If yes, provide particulars.

.....

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

4.1 If yes, furnish particulars

.....  
.....

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

**YES / NO**

5.1 If yes, furnish particulars

.....  
.....

**CERTIFICATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value below R50 000 000 (all applicable taxes included).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

#### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20

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

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

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

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

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

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
SMME (An EME or QSE) 51% or more Black owned	10	
Business owned by 51% or more –Women	10	
<b>Total</b>	<b>20</b>	

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm.....

5.2 Company registration number: .....

**5.3 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

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

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

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

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

Js9141w 4