

**TRANSPORTATION AND DELIVERY OF POTABLE WATER  
ON AN “AS AND WHEN REQUIRED” BASIS**

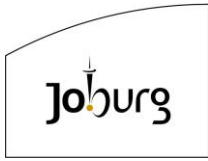


**JW3.1 – EVALUATION CRITERIA**

**6.1) Functionality (Technical)**

A maximum of --100-- points will be allocated for Functionality based on the following elements;

<b>PART A: TENDERER’S EXPERIENCE</b>								
<b>Criteria No</b>	<b>Criteria</b>	<b>Description</b>	<b>Documentary Evidence</b>	<b>Points Allocation</b>	<b>Weighting %</b>	<b>Points</b>	<b>Min points</b>	<b>Max points</b>
1	<b>Tenderer’s Experience</b>	The tenderer (Company) must confirm a minimum of <b>2 years’</b> experience where work in the transportation and delivery of potable water was carried out successfully.	Tenderer (Company) must provide reference letter(s) from their client where the transportation and delivery of potable water was carried out successfully.  <b>Note: Reference Letter</b>  <i>The tenderer must request their client (where work was executed) to complete reference templates attached in the tender document in full or provide reference letters in their client’s letter head with all information as required per the reference template provided</i>	<b>No or less than 2 years’ related experience</b>	50%	0	30	50
				<b>2 - 3 years’ related experience</b>		30		
				<b>More than 3 years’ related experience</b>		50		
<b>PART A: Minimum score required = 30 points</b>					<b>50%</b>		<b>30</b>	<b>50</b>
<i>The tenderer must meet the above requirements in order to be considered for further evaluation (site visit)</i>								

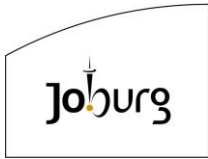


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**JW3.1 – EVALUATION CRITERIA**

<b>PART B - SITE VISIT AT THE TENDERER’S PREMISES</b>										
<b>Criteria No.</b>	<b>Criteria</b>	<b>Description</b>	<b>Documentary Evidence</b>	<b>Point Allocation</b>	<b>Weighting %</b>	<b>Points</b>	<b>Min points</b>	<b>Max points</b>		
2	<b>Site Visits at Tenderer’s Premises</b>	2.1. Documentation of plant offered.	<p>The tenderer must provide proof of required documents for all their offered plant as stipulated in JW4 pricing schedule <b>Annexure A</b> i.e. ( number of water tankers offered for the execution of this contract)</p> <p>Only plant with all supporting documents as required will be considered</p> <p>The following documents are required on-site for the number of plants offered (Annexure A) which will be evaluated and verified for compliance against annexure B</p> <ul style="list-style-type: none"> <li>• Copies of Plant Registration Certificates</li> <li>• Copies of Roadworthy Certificates</li> <li>• Current Insurance Certificates (a schedule stipulating plant offered)</li> </ul> <p><b>NOTE: In the event that the tenderer’s plant offered will be hired, the tenderer must provide proof of a letter of intent to hire the plant offered which is not owned by the tenderer, as well as the required documents as stipulated above</b></p>	<b>Submissions are Compliant (Yes/No)</b>						

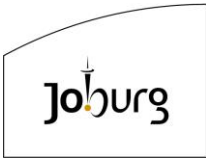


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**JW3.1 – EVALUATION CRITERIA**

		<p>2.2 Presentation of plant by the tenderer</p>	<p>The tenderer will be required to present a <b>sample of each plant</b> offered per capacity. The plant presented will be expected to meet all the requirements as specified on <b>ANNEXURE C</b></p> <p>(Only plant that has the required documentation as stipulated in item 2.1 of the evaluation criteria will be considered)</p> <p><b>NOTE: The tenderer must make ensure that one of each plant offered per capacity is present on site for physical inspection.</b></p>	<p><b>Compliant with all requirements as per Annexure C (Yes/ No)</b></p>				
		<p>2.3. Tenderer’s Key Staff - Operator</p>	<p>The Tenderer will be required to provide proof of the documentation for their operators to be allocated for the execution of the works as per the plants offered on ANNEXURE A.</p> <p>Annexure D will be utilised to evaluate tenderers key Operators</p> <p>The documentation required is as follows;</p> <ul style="list-style-type: none"> <li>• A valid Medical certificate (Operator must be fit for duty)</li> <li>• A valid Driver’s Licence with professional driving permit PrDP (Minimum Code C1 License or higher)</li> </ul>	<p>The tenderer did not furnished proof of documentation for their Operators to be allocated for the execution of the works.</p>		0		
				<p>The tenderer furnished proof of required documentation for 30% - 50% of operators to be allocated for the execution of the works</p> <p><b>NOTE: All calculated values of 30%- 50% of operators must be rounded off to the next whole number</b></p>	50%	30	30	50
				<p>The tenderer furnished proof of documentation of more than 50% for their operators to be allocated for the execution of the works</p>		50		



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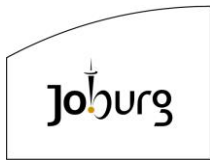


**JW3.1 – EVALUATION CRITERIA**

				<i>NOTE: All calculated values of more than 50% of operators must be rounded off to the next whole number</i>				
<b>PART B: Minimum score required = 30 points</b>								
<b>Part A &amp; B: Minimum score required = 60 points</b>								
<i>The tenderer must achieve a minimum of 60 points as well as minimum score for each criterion in order to be considered for further evaluation</i>								
<b>Possible score for quality (Ms)</b>					<b>100%</b>		<b>60</b>	<b>100</b>

***The tenderer will be required to achieve a minimum score of ---60--- points for functionality as well as the minimum score for each criterion in order to be considered further.***





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**JW3.1 – EVALUATION CRITERIA**

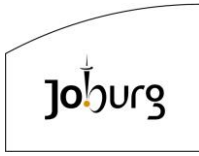
**ANNEXURE C: COMPLIANCE CHECKLIST SHEET FOR PRESENTATION OF PLANT**

Name of Tenderer					
			compliant		
Item	Description	Capacity	Yes	No	Comment
1	Water taker must be self-propelled, have Capacity not less than 4.0Kl or Greater than 18Kl of water. And must be have a pump fitted with pump water into holding tanks on stands approximately 4 meters high to the inlet				
2	Self-propelled with Galvanized tanks				
3	The discharge valve must be positioned at the lowest point of the tanker to ensure that the tanker is completely drainable				

*Please note that the tenderer is not required to complete this table. The evaluators on-site will complete the table*







**TRANSPORTATION OF POTABLE WATER  
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**JW4 – PRICING SCHEDULE**

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**Tender Form and Price Schedule**

To: **Johannesburg Water (SOC) Ltd.**

Having examined the bidding documents including Addenda Number's \_\_\_\_\_ [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to the **transportation and delivery of potable water** as specified, in conformity with the said bidding documents and as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

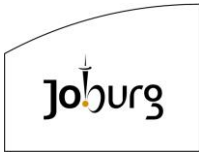
We undertake, if our Bid is accepted, to execute the contract in accordance with the requirements specified in the tender document.

We agree to abide by this Bid for a period of ninety (60) days from the date fixed for Bid 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 JW's written notification of award; shall constitute a binding Contract between JW and the Tenderer.

We understand that JW is not bound to accept the lowest or any bid received, and that the contract may be awarded in whole or in part and to more than one tenderer.

It is also agreed that this is an **as and when required** contract and that no quantities are estimates. The service provider will be bound to supply any quantities as required by JW. Should my/our tender be successful, it must be understood that a contract will come into existence for a period not exceeding three (3) months, on a month-to-month basis which will commence from the date that the tender is awarded.



**SCHEDULE OF PRICES**

**NB: ANY AND ALL ALTERATIONS TO THE PRICING SCHEDULE MUST BE SIGNED IN FULL OR INITIALLED NEXT TO THE ALTERATION BY THE TENDERER'S AUTHORISED SIGNATORY. FAILURE TO ADHERE TO THIS WILL DISQUALIFY THE TENDER.**

**BID DOCUMENTS MUST BE COMPLETED USING NON-ERASABLE BLACK INK OR TYPED. BIDS THAT ARE RECEIVED CONTRARY TO THIS REQUIREMENT WILL BE DISQUALIFIED.**

**Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Bids that are received contrary to this requirement will be disqualified.**

**I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Conditions of Tender, General Conditions of Contract, Special Conditions and Technical Information and Specification attached and hereby agree to transport and delivery of potable water.**

Also Note:

1. All rates offered must be exclusive of VAT
2. All rates offered must be per kilo-liter delivered into a stationary tank in the respective areas.
3. Tender prices must include all transport, fuel, labour, insurances, any equipment etc. required to successfully execute the contract in its entirety
4. Tenderers are advised that water will be required to be transported and delivered to the Southern and Northern areas of the City of Johannesburg boundaries.

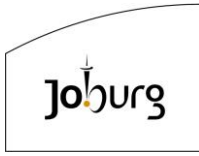
**SOUTHERN REGION:**

There are 97 distribution points and 6 filling points in the South. The estimated distances to be traveled are: minimum of 6km and maximum of 35km

**NORTHERN REGION:**

In the North, there are 200 distribution points and 6 filling points in the North, The estimated distances to be traveled are: minimum of 100m and maximum of 8km

Tenderers must take the above constraints into account when offering the rates



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JW4 – PRICING SCHEDULE

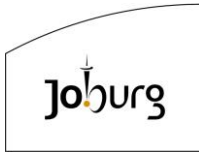
**PRICING SCHEDULE**

**ANNEXURE A  
NUMBER OF WATER TANKERS OFFERED FOR THE EXECUTION OF THIS CONTRACT**

<b>Item No</b>	<b>Description (capacity of tankers)</b>	<b>Number of tankers Offered for Northern Region</b>	<b>Number of tankers Offered for Southern Region</b>
1	4.0 Kl capacity		
2	5.0 Kl capacity		
3	6.0 Kl capacity		
4	7.0 Kl capacity		
5	8.0 Kl capacity		
6	9.0 Kl capacity		
7	10.0 Kl capacity		
8	11.0 Kl capacity		
9	12.0 Kl capacity		
10	13.0 Kl capacity		
11	14.0 Kl capacity		
12	15.0 Kl capacity		
13	16.0 Kl Capacity		
14	17.0 Kl Capacity		
15	18.0 Kl Capacity		

## 1. SOUTHERN REGION

Item	Description (Capacity of tankers)	Unit of measure	Unit rate (R )
1.1	4.0 kl	Kilolitre	
1.2	5.0 kl	Kilolitre	
1.3	6.0 kl	Kilolitre	
1.4	7.0 kl	Kilolitre	
1.5	8.0 kl	Kilolitre	
1.6	9.0 kl	Kilolitre	
1.7	10.0 kl	Kilolitre	
1.8	11.0 kl	Kilolitre	
1.9	12.0 kl	Kilolitre	
1.10	13.0 kl	Kilolitre	
1.11	14.0 kl	Kilolitre	
1.12	15.0 kl	Kilolitre	
1.13	16.0 kl	Kilolitre	
1.14	17.0 kl	Kilolitre	
1.15	18.0 kl	Kilolitre	
1.16	Provision of water tankers for emergencies ( no water situation)	Hour	



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JW4 – PRICING SCHEDULE

2. NORTHERN REGION

Item	Description (Capacity of tankers)	Unit of measure	Unit rate (R )
2.1	4.0 kl	Kilolitre	
2.2	5.0 kl	Kilolitre	
2.3	6.0 kl	Kilolitre	
2.4	7.0 kl	Kilolitre	
2.5	8.0 kl	Kilolitre	
2.6	9.0 kl	Kilolitre	
2.7	10.0 kl	Kilolitre	
2.8	11.0 kl	Kilolitre	
2.9	12.0 kl	Kilolitre	
2.10	13.0 kl	Kilolitre	
2.11	14.0 kl	Kilolitre	
2.12	15.0 kl	Kilolitre	
2.13	16.0 kl	Kilolitre	
2.14	17.0 kl	Kilolitre	
2.15	18.0 kl	Kilolitre	
2.16	Provision of water tankers for emergencies ( no water situation)	Hour	

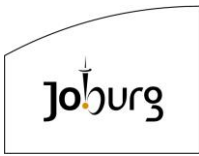
Name of tenderer (in full): \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Name of person authorized to sign this tender: \_\_\_\_\_  
(BLOCK LETTERS)

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



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**JW 6 – SPECIAL CONDITIONS**

**SPECIAL CONDITIONS**

**GENERAL**

**NB** The attention of the tenderer 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.

**DEFINITIONS**

- 1.1 That "Johannesburg Water (Soc) Ltd" shall herein after be referred to as "JW".
- 1.2 The "Managing Director" shall mean the Managing Director: Johannesburg Water (Soc) Ltd or his authorised representative.
- 1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
- 1.4 "Regional Manager" shall mean the Regional Manager of one of JW's six regions located within the boundaries of the City of Johannesburg or his authorised representative
- 1.5 "Plant" shall mean the water tankers.

**PRICE:**

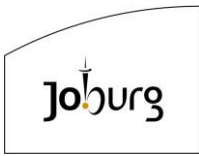
- 2.1 All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
- 2.2 All price(s) tendered shall include the cost of all insurances, services, labour, equipment, fuel, materials, operational assistant and all other expenses incidental to the operation of the tanker and work to be performed etc. and be the nett price after all discounts and settlement discount have been deducted. The nett price/s shall be without any extra or additional charges to JW whatsoever.
- 2.3 A firm price tender will be preferred for the duration of the contract, for tender evaluation and budgeting purposes. Should a non-firm price be offered, the tenderer must complete JW 4.1
- 2.4 The price(s) tendered shall be per kilolitre delivered into a holding tank as required in a specified area.
- 2.5 Depending on their geographical location, the tenderer can choose to price for either the North or South Region. Pricing for both regions is also acceptable.

**SURETY BOND**

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

**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



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**JW 6 – SPECIAL CONDITIONS**

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technical specification and all other qualifications herein, unless otherwise stated

**SAFETY:**

- 5.1 Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Contractor shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act of 1993 and the regulations applicable hereunder.
- 5.2 The tenderers attention is drawn towards the Occupational Health and Safety Declaration form (Annexure A) which must be fully completed and submitted with the tender.

**EMPLOYMENT  
OF LABOUR:**

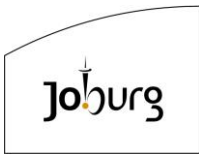
- 6.1 The Contractor must ensure that all relevant legislation is complied with in the employment of labour.

**INSURANCE AND  
INDEMNIFICA-  
TION:**

- 7.1 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.
- 7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Contractor within 21 days of notification of acceptance of the tender.
- 7.3 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.

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

- 8.1 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.
- 8.2 If the Contractor has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
- 8.2.1 fails to remedy such breach within 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



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**JW 6 – SPECIAL CONDITIONS**

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available to it to commence remedying the breach), then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.

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

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

8.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other 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.

**DISPUTES:**

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

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

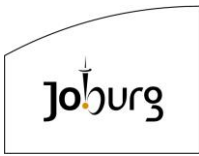
9.3 Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Contractor that the dispute or disputes be settled by Court of Law having jurisdiction.

**SCOPE OF  
WORK:**

10.1 The tenderer(s) will be required to supply water to informal communities on a monthly basis, as and when required, in accordance with the specifications as outlined in this document.

10.2 When the need arises, the contractor will be required to provide





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### JW 6 – SPECIAL CONDITIONS

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additional water tankers for ad-hoc usage within in a period of 24 hours in areas where there is no supply due to emergency shutdowns or where repair work is being conducted.

#### DURATION:

11.1 The tenure of the contract shall be with effect from the date of signing the contract for a period of 3 months on a month to month basis.

#### QUANTITIES

12.1 There are no estimated quantities given by JW. The Contractor shall be bound to supply whatever quantities JW actually requires during the period of the contract.

12.2 Tenderer must state the number of tankers offered as well as their respective capacities and this will be regarded as addenda to this tender.

#### PLACE AND TIME OF DELIVERIES:

13.1 The water tankers supplied shall not be restricted to the informal settlements only but to the six (6) regions prescribed by JW.

(Note: all areas are located within boundaries of the City of Johannesburg)

- Midrand /Ivory park
- Sandton/Alexandra
- Randburg/Roodepoort
- Soweto
- Deep South
- Johannesburg Central

#### REQUIREMENTS

14.1 The Contractor will be required to provide sufficient water tankers with operators for each of the regions where the informal settlements are situated.

14.2 An assistant **must be provided at all times** to assist operator in cleaning, re-fuelling and maintaining the water tanker.

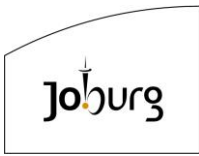
14.3 The water tankers will be required to work in informal settlements and it is the responsibility of the Contractor to familiarise himself/herself with the Environment at these locations.

14.4 While it is not essential, contractors will be encouraged to employ the local community as assistants for the duration of the contract

14.5 Successful tenderers will be required to compile and submit a Health and Safety File for approval by the JW OHS Department prior to commencement of the contract.

#### ADJUDICATION OF TENDERS:

16.1 The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to JW's best interest



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**JW 6 – SPECIAL CONDITIONS**

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and it is not necessarily intended to award the Contract to only one Contractor. The scope of supply may be split between Contractors.

**ACCEPTANCE  
OF TENDER:**

- 17.1 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.
- 17.2 'JW' reserves the right to conduct tests on all plant offered, at JW's expense. The tenderer or their representative shall be entitled to be present during any tests.

**COMPLETENESS**

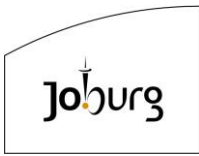
- 18.1 Failure by the tenderer to complete in full the attached Omissions and Variations Sheet, Form of Tender; and Technical Data Sheet will render the tender liable to rejection on the grounds of being incomplete.

**PENALTIES FOR  
LATE DELIVERY:**

- 19.1 If the contractor fails to deliver any single item listed in the Form of Tender; JW will charge the contractor a penalty of 5% (of the order amount) per day in respect of **each** such item ordered and deduct such penalty or penalties from any monies owing by JW to the contractor.

**PENALTIES**

- 20.1 Instead of exercising its rights in terms of Clause 22 of the General Conditions of Contract, the Regional Manager may, at his discretion impose the following penalties in terms of the Conventional Penalties Act No. 15 of 1962.
- 20.1.1 In all cases where a stoppage has occurred, the Contractor must supply written explanations as to the cause thereof; and if in the opinion of the relevant Manager was an unavoidable stoppage, not exceeding 1 hour per day to a maximum of 3 hours per week occurs; no time will be deducted in effecting payment for the day.
- 20.1.2 Where, in the opinion of the relevant Manager, any stoppage could reasonably have been avoided, or where any stoppage exceeding 1 hour per day or 3 hours per week occurs; a payment for the time worked only shall be made. In the event of the water tanker breaking down for a full working day, the Contractor shall be penalised at 50% of the water tanker hire rate. This penalty will be imposed until such time as the water tanker is in working order or alternative arrangements are made which are satisfactory to the relevant Manager.
- 20.1.3 Should a continuous leak exist on any of the tanker(s) for a maximum period of 48 hours (2 days); then a ten percent (10%) deduction on the total volume of the tanker shall be imposed on a daily basis until such leak has been repaired.
- 20.1.4 If a contractor has defaulted to a point where the level has been in the opinion of the Regional Manager consistently poor despite the written notices issued to him by from JW, then JW may terminate the complete service of the contractor, and



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ON AN "AS AND WHEN REQUIRED" BASIS



JW 6 – SPECIAL CONDITIONS

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request the services of an alternative Service provider.

**WORKING  
HOURS**

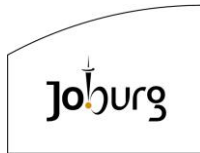
- 21.1 Plant will be required to work on an 'as and when' required basis.
- 21.1.1 The normal working hours will be as follows: Mondays to Sundays and Public Holidays 07h30 to 16h00
- 21.1.2 Notwithstanding the hours of work the intention of this contract is to provide a continuity of service to the community and it is envisaged that the contractor appointed will negotiate into a service agreement with the relevant Manager for the region to be serviced. i.e. Agree to specific hours of work per day.
- 21.1.3 **Overtime rates** will be factored into the rate/kl when delivery is required outside the hours indicated above.

**ENQUIRES**

- 22.1 Any enquires required may be obtained from Nontokozi Masilela on 011 688 1782 or email [nontokozi.masilela@jwater.co.za](mailto:nontokozi.masilela@jwater.co.za)

**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*.



## TRANSPORTATION AND DELIVERY OF POTABLE WATER ON AN "AS AND WHEN REQUIRED" BASIS



### JW 7- TECHNICAL SPECIFICATIONS

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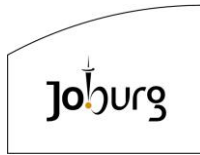
#### TECHNICAL SPECIFICATIONS

##### 1. REQUIREMENTS

- 1.1. The Contractor/s will be required to provide sufficient water tankers, with suitably licensed drivers to transport and deliver water into holding tanks in the informal areas identified by Johannesburg Water (JW). When the need arises, the contractor will be required to provide additional water tankers for ad-hoc usage within a period of 24 hours in areas where there is no supply due to emergency shutdowns or where repair work is being conducted.
- 1.2. An assistant must be provided to assist the operator in cleaning, re-fuelling and maintaining the water tanker.
- 1.3. The water tanker will be required to work predominantly in informal settlements and it is the responsibility of the Contractor to familiarize himself/herself with the environment at these locations.
- 1.4. The Contractor must ensure that the water tanker is readily available for emergency or no water situations.
- 1.5. The water tanker will be required to fill stationary tanks in informal settlements, areas of emergency and travel around the streets to provide water.
- 1.6. A written undertaking shall be provided by the contractor to the Regional Manager that water tankers used in the contract shall be used specifically for the transport of potable water and not for any other purpose.
- 1.7. The Regional Manager will provide the location and number of holding tanks as required.
- 1.8. Any water tanker that has developed a leak on the body of the tank will be decommissioned if the leak is not repaired within 2 hours and another water tanker must be provided.
- 1.9. All tankers will be supplied with the JW logo, which must be displayed at all times and shall be returned to JW upon completion of the contract

##### 2. DESCRIPTION OF PLANT

- 2.1. The water tankers must be self-propelled, have a capacity of not less than 4.0KI or greater than 18KI of water, and must have a pump fitted that will pump water into holding tanks on stands approximately 4 meters high to the inlet.
- 2.2. The vehicle must have a minimum power to mass ratio of 6KW per ton laden



## TRANSPORTATION AND DELIVERY OF POTABLE WATER ON AN "AS AND WHEN REQUIRED" BASIS



### JW 7- TECHNICAL SPECIFICATIONS

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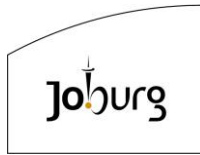
- 2.3. The tenderer is required to supply mobile water tankers that are self- propelled with galvanized tanks.
- 2.4. The discharge valve must be positioned at the lowest point of the tanker to ensure that the tanker is completely drainable.

### 3. WATER QUALITY

- 3.1. The quality of the water distributed should not deteriorate through the contractors handling, i.e. the contractor must ensure cleanliness at all times.
- 3.2. The discharge valve must be positioned at the lowest point of the tanker to ensure that the tanker is completely drainable.
- 3.3. Random sampling of water in tankers will be carried by JW (at Cydna Laboratories).
- 3.4. Water tankers used in this contract shall be flushed and sterilized by the contractor at least once a month. A programme for the cleaning of tanks shall be submitted to the Regional Manager at the commencement of the contract.
- 3.5. The transfer hosing system shall always be kept clean and shall be free from contamination at all times.
- 3.6. Should it be found that the water transported is of a quality that is deemed unacceptable, then such water tanker will be decommissioned and penalties will be applicable until a suitable replacement is found.
- 3.7. Any damages caused by the use of water that was contaminated during transit will be totally for the contractors' attention and cost.
- 3.8. The tankers are also expected to be cosmetically appealing, and should be cleaned at least once a week.

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

- 4.1. JW, at no expense to the Contractor, shall apply for and obtain any permits, licenses, certificates, permissions or exemptions which may be required for and in connection with the entry and use of the plant on the site.
- 4.2. All items of plant utilized in terms of the contract must conform to the requirements of the Road Traffic Act. No 93 of 1996 and Regulations as amended, where applicable.
- 4.3. All abnormal load permits must be obtained and kept up to date by the Contractor.



**TRANSPORTATION AND DELIVERY OF POTABLE WATER  
ON AN "AS AND WHEN REQUIRED" BASIS**



**JW 7- TECHNICAL SPECIFICATIONS**

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- 4.4. The Contractor shall at all times during the contract, at his own expense ensure that all plant, operators and attendants used for the purposes of the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act No 85 of 1993, and the Regulations applicable thereto.
- 4.5. The Contractor shall at his own expense provide adequate protective clothing for his staff and protection to machinery, as he, the Regional Manager or the Inspector of Machinery may deem necessary at any stage of the contract.

**5. EMPLOYMENT OF PERSONNEL**

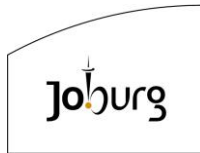
- 5.1. The Contractor must ensure that all persons employed by him in the execution of this contract are lawfully employed.
- 5.2. All operators and drivers must be licensed in terms of the Road Traffic Act. No 93 of 1996 and regulations as amended.
- 5.3. While it is not essential, contractors will be encouraged to employ the local community personnel as drivers and/or assistants.

**6. BREAKDOWNS**

- 6.1. Breakdowns or delays shall be reported to the Regional Manager or his authorized representative by the Contractor's operator by means of 2 (two) way radio or cellphone. The Regional Manager will render assistance in conveying these reports, but the onus of reporting breakdowns or delays to the Contractor rests with the Contractor's operator.
- 6.2. The contractor is also expected to supply replacement tankers in the event of breakdowns that cannot be repaired within 24 (twenty-four) hours.

**7. INSPECTION AND IDENTIFICATION OF PLANT**

- 7.1. Before the contract is awarded, JW will inspect any or all of the items of plant tendered for purposes of adjudication.
- 7.2. All items of plant accepted on the Contract will be inspected by the Regional Manager when delivered to the site for the first time. The plant will be checked to ensure that it complies in all respects with JW's requirements as detailed in the tender documents.
- 7.3. The Contractor shall supply JW with a complete list of all his company fleet numbers, for vehicles accepted on the Contract. All work dockets must have the company fleet number of the particular item of plant entered thereon.



## TRANSPORTATION AND DELIVERY OF POTABLE WATER ON AN "AS AND WHEN REQUIRED" BASIS



### JW 7- TECHNICAL SPECIFICATIONS

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- 7.4. Any water tanker found by the Regional Manager to be unsuitable, shall be removed immediately by the Contractor. The penalty may be imposed until a suitable replacement is provided.

#### **8. DRIVERS**

- 8.1. The contractor's drivers must carry out faithfully, efficiently and with due diligence all operations according to the instructions of the Regional Manager.
- 8.2. Only licensed drivers with PrDP may be employed and upon the written request of the Regional Manager, any operator found to be unsuitable must be replaced immediately.
- 8.3. The contractor's drivers will be assigned a locality in which they will be required to deliver water to the community. Every effort in supporting safety must be exercised as many of the roads are narrow, uneven and generally in a very poor state.
- 8.4. Without first obtaining the written consent of the Contractor; the Regional Manager shall not permit or allow any person other than the operator or mechanic to operate the water tanker. In the event of an emergency arising, the Regional Manager may permit the operation of the plant with another skilled operator and shall notify the Contractor at the first opportunity thereafter.
- 8.5. Vehicles utilized shall at all times be in a roadworthy condition and any vehicle found to be in an unsuitable condition by the Regional Manager shall be removed from service and replaced within 24 hours failing which penalties as described above will become applicable.

#### **9. ATTENDANT**

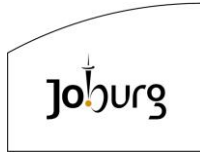
- 9.1. In addition to the operator, the Contractor must supply an attendant to assist with re-fuelling, cleaning and maintaining of the machine.

#### **10. INSPECTION AND MAINTENANCE OF PLANT**

- 10.1. The Regional Manager or his duly authorized representative shall at all times be entitled to have access to inspect the plant.
- 10.2. Unless prior approval of the Regional Manager has been obtained, plant must be serviced by the Contractor outside working hours. All plant must have sufficient fuel to operate during each full working day.

#### **11. EXCHANGE OF ITEMS OF PLANT**

- 11.1. The contract, once awarded shall be for the transport and supply of potable water into holding tanks as described in the tender documents and it is



## TRANSPORTATION AND DELIVERY OF POTABLE WATER ON AN "AS AND WHEN REQUIRED" BASIS



### JW 7- TECHNICAL SPECIFICATIONS

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expected that water will be supplied on site when called for. Where for reasons beyond the control of the Contractor, he is not able to supply the particular machine under contract, he may with the permission of the Regional Manager substitute another machine, but this alternative machine, in the opinion of the Regional Manager must be in no way whatsoever inferior to the actual machine under contract.

- 11.2. If the contractor is unable to provide the quantity of tankers initially requested, then the next tenderer will be called upon to provide the shortfall, so as to provide uninterrupted service to the communities being serviced. These initial quantities supplied by the respective contractors will remain consistent throughout the duration of the contract, unless otherwise decided by the Regional Manager.

### 12. REQUIRED DOCUMENTS

- 12.1. The following certified copies of documents must be furnished before the commencement of the Contract by the successful tenderer to JW. Failure to do so will render the tender liable to rejection on the grounds of being incomplete.

- 12.1.1. Current Registration papers
- 12.1.2. Current License receipt
- 12.1.3. Roadworthy certificates where applicable

### 13. SAFETY

- 13.1. The Contractor must ensure that he conforms to all safety regulations, and that the requirements of the Occupational Health and Safety Act No 85 of 1993 are met at all times.