CONTRACT JW14171
PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDER COVER PAGE **MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW14171 **CLOSING DATE: 26 APRIL 2024** **CLOSING TIME: 10:30 AM**

DESCRIPTION: PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

CIDB REQUIREMENTS: PANEL A TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 3CE OR HIGHER. PANEL B TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 5CE OR HIGHER

BRIEFING SESSION	**COMPULSORY**
BRIEFING DETAILS	**DATE AND TIME: 08 APRIL 2024 AT 11:00 AM** **ADDRESS : ONLINE (MS TEAMS)** **VENUE : Join the meeting now** **TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL NOT BE ACCEPTED**
TENDER SUBMISSION DETAILS	**BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER** **ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001** **PLEASE ALLOW SUFFICIENT TIME TO ACCESS JOHANNESBURG WATER OFFICES IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE TENDER CLOSING TIME.** **TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00 UNTIL 18:00**

BIDDER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	**TCS PIN**		**MAAA No**	
OTHER STATUS	**COIDA Registration No**		**CIDB No**	

EMPLOYER INFORMATION			
DEPARTMENT	CAPEX	**DEPARTMENT**	SCM
CONTACT PERSON	Tawanda Mashababe	**CONTACT PERSON**	Gcina Ndela
TELEPHONE NUMBER	011 688 6526	011 688 6674	011 688 1796
E-MAIL ADDRESS	tawanda.mashababe@jwater.co.za	**E-MAIL ADDRESS**	gcina.ndela@jwater.co.za

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PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

NOTE: HARD COPY TENDER DOCUMENTS ARE AVAILABLE AT A COST OF R350.00 PER SET. DOCUMENTS DOWNLOADED FROM THE ETENDER PORTAL IS AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

WITHOUT LIMITATION, JOHANNESBURG WATER TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOHANNESBURG WATER. JOHANNESBURG WATER LIKEWISE TAKES NO RESPONSIBILITY FOR OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN BY JOHANNESBURG WATER AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE BOX BEFORE TENDER CLOSURE.

The current Johannesburg Water Supply Chain policy is applicable which is available on the JW website www.johannesburgwater.co.za

THE TENDERER IS ENCOURAGED TO SIGN THE TENDER SUBMISSION REGISTER WHEN SUBMITTING THEIR TENDERS.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT
(IF PRACTICAL, ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB TO ENSURE INFORMATION IS NOT MISSED WHEN TENDERS ARE BEING EVALUATED BY THE BID EVALUATION COMMITTEE – NON-SUBMISSION OF ELECTRONIC COPY AND MEMORAY STICK/USB WILL NOT LEAD TO DISQUALIFICATION).

Any documents required that are not submitted in the tender box at the deadline will be considered late.

The tenderer accepts that Johannesburg Water will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

NAME OF CONTACT PERSON:.....

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

DATE: .....

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

1. TENDER NOTICE AND INVITATION TO TENDER

Johannesburg Water (SOC) Ltd invites the tenderer for the following:

CONTRACT NO. JW14171: PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

The tender document will be available in the form of a download from the Johannesburg Water website (https://www.johannesburgwater.co.za/scm/supply-chain/tenders/) starting from 25 March 2024.

OR

A hard copy of the tender document can be procured from Johannesburg Water at a cost of R350 per document. Should the tenderer wish to procure a hard copy of the tender document, please make timeous arrangements with the Johannesburg Water SCM representative as shown on the tender cover page.

The Employer is Johannesburg Water.

All tenders and supporting documents must be submitted in a sealed envelope and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 26 April 2024. Address is as follows:

TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001

Johannesburg Water (SOC) Ltd is not obliged to accept the lowest or any tender and Johannesburg Water reserves to appoint:

a) in whole or in part.
b) to more than one tenderer.
c) to the highest points scoring bidder.
d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
f) not to consider any bid with justifiable reasons.

A valid and binding contract with the successful tender/s will be concluded once Johannesburg Water has awarded the contract. Johannesburg Water (SOC) Ltd and the successful tenderer/s will sign the contract agreement forms.

Johannesburg Water SOC Ltd

CONTRACT NO: JW14171

PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

TENDER AND CONTRACT

Prepared by
PMU
PO Box 61542
Marshalltown
2107

V2.0
August 2023

The Tenderer is to indicate in the "Submitted (Yes/No)" column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury's CSD registration as well as SARS tax compliance requirements for contract award – refer T2.2.4. The below will form part of the tender document, the tenderers are therefore encouraged to submit the returnable and or documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column or not obtaining points for Specific Goals. Tenderers are encouraged to ensure that their Tax status remains Tax Compliant on CSD throughout the process to avoid delaying the process or being eliminated at award stage. For infrastructure related projects. Tenderer must have a CIDB Active Status at the requested CIDB requirement at evaluation stage to avoid disqualification.

All documentation listed in the Checklist below shall form part of the Contract.

Table 1

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1	**Tender Cover:**				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•			
	CIDB Registration Number	•			
	COIDA Registration Number			•	
	Tax SARS PIN No.		•		
	MAAA No. for Tax Compliant Status		•		
2	**Mandatory Documents at Particular Stage:**				
	CIDB grading of 3CE or higher (Panel A) or 5CE or higher (Panel B). Active Status at the required CIDB grading or higher at the time of Evaluation	•			
	Mandatory Tender Briefing Meeting	•			
	Complete and sign the Form of Offer	•			
3	**Administrative Documentation:**				
T2.1	Signed Certificate of Authority to Sign	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	Central Supplier Database Registration	•			
T2.2.4	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
T2.2.4	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
T2.2.4	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		

Employer:		Contractor:	
Witness:		Witness:	

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Municipal Rates and Taxes for the Company - Current municipal rates for the **company** not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender.	•	•	•	
	Municipal Rates and Taxes - Current municipal rates for the **directors** of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender	•	•	•	
	3-year financial statements (audited where applicable) or unaudited financial statements prepared by an independent accounting professional (if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional)			•	
	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	•	•		
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being **eliminated as the qualification may impede on the ability to evaluate like with like**	•	•		
4.	**Functionality Documentation:**				
	Documentary Evidence Required for Criteria 1 – **(Contactable Reference Letters and Completion / Approval Certificates)**	•		•	
	Documentary Evidence Required for Criteria 2 – **(CV, qualifications and valid registration)**	•		•	
	Documentary Evidence Required for Criteria 3 – **(CV, qualifications and valid registration)**	•		•	

Employer:		Contractor:	
Witness:		Witness:	

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Documentary Evidence Required for Criteria 4 – **(CV, qualifications and valid registration)**	•		•	
	Documentary Evidence Required for Criteria 5 – **(Scope Specific Method Statement)**	•		•	
5.	**Specific Goals:**				
	Documentary Evidence Required for Criteria 1 – Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	•		•	
	Documentary Evidence Required for Criteria 2 – Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	•		•	
	Documentary Evidence Required for Criteria 3 – Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	•		•	
	Documentary Evidence Required for Criteria 4 – Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required), OR Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required)	•		•	
	Documentary Evidence Required for Criteria 5 – Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability	•		•	
6.	**Scope of Work:**				
	Scope of Work and or Specifications			•	
7.	**Pricing Schedule:**				
	Bill of Quantities/ Schedule of Quantities. completed in accordance with the award strategy			•	

Employer:		Contractor:	
Witness:		Witness:	

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions			•	
8.	**Site Information:**				
	Site Information			•	
9.	**Occupational Health, Safety and Environmental Specification**				
	Acknowledgement of SHE Specification & Annexures			•	
10.	**Tender Drawings:**				
	Acknowledgement of Project Tender Drawings			•	
11.	**Terms and Conditions:**				
	General Conditions of Contract	•			
	Tender Data	•			
	Pricing Data	•			
12.	**Other Documents**				
	Form of Acceptance (do not complete Form of Acceptance it will be completed by JW official)			•	
	Public Liability Insurance			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Performance Security – where applicable for industrial related services			•	
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable			•	
	Bank Details Form			•	

Tenderers will be notified of such missing and incomplete documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD) and other documents that require completion and signatures that do not have a bearing on functionality, price and preference points for specific goals. Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.

Signed ..... Date .....

Name ..... Position .....

Enterprise Name .....

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water (SOC) Ltd

CONTRACT NO. JW14171

PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

TENDERING PROCEDURES

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T1.1 TENDER DATA

T1.1.1 Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

T1.1.2 Tender Data

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender.

The additional Conditions of Tender are:

Clause number	Tender Data
C.1.1	The Employer is, Johannesburg Water (SOC) Limited
C.1.2	The tender documents issued by the Employer comprise: **Volume 1** **Tender Part 1: Tendering Procedures** T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data **Tender Part 2: Returnable Documents** T2.1 List of Returnable Documents T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume **Contract Part 1: Agreement and Contract Data** C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities **Contract Part 2: Pricing Data** C2.1 Pricing Instructions
C.1.4	The Employer's representative is: Contact Person: Nsuku Shibambu Telephone: 011 688 6674 E-mail address: Nsuku.shibambu@jwater.co.za The SCM representative is: Contact Person: Nthabiseng More Telephone: 011 688 1512 E-mail address: Nthabiseng.more@jwater.co.za

Clause number	Tender Data
C.2.1	**Eligibility criteria and requirements** **CIDB registration and grading:** 1) Only tenderers who are registered with the CIDB and were capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3CE (3CE Panel A and 5CE Panel B)** class of construction work, are eligible to submit tenders. Tenders must have an Active status at the required CIDB grading at time of tender evaluation for the bidder to meet the eligibility criteria and requirement. 2) Joint ventures are eligible to submit tenders provided that: i) every member of the joint venture is registered with the CIDB; and ii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3CE (Panel A) and 5CE (Panel B)** class of construction work. **Failure to meet to Eligibility criteria and requirements will result in disqualification.**
C.2.8	Replace the contents of the clause with the following: "Request clarification of the tender documents, if necessary, by notifying the Employer's Officials indicated on the Tender Notice and Invitation to Tender in writing at least seven (7) working days before the closing time stated in the foregoing notice and clause C.2.15.1"
C.2.10.5	Add the following to the clause: A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices in the Schedule.
C.2.11	The evaluation on price alteration will be conducted as follows: Where the tender award strategy is to evaluate and award per item or category, the following must apply: • If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified • If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category. Where the tender award strategy is to evaluate and award total bid offer, the following must apply: • 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. • 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. • If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender. 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. **Corrections may not be made using correction fluid, correction tape or the like, bid received contrary to this will be disqualified.**

Clause number	Tender Data
C.2.12.1	Replace Contents Alternative offers will **not** be permitted.
C.2.12.2	Failure to complete and sign the form of offer will result in the elimination of the tender.
C.2.13.3	Each tender offer shall be submitted as an original. Tenderers are also requested to submit a soft copy in a USB (Tenderers who do not submit a soft copy will not be disqualified)
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are: **Location of tender box:** Ground Floor Entrance **Physical address:** Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001 **Identification details:** Tender reference number, Title of Tender and the closing date and time of the tender, *as well as the Tenderer's name, their Authorised Representative's name, postal address and telephonic contact numbers*.
C.2.13.6 & C.3.5	A two-envelope procedure will **not** be followed.
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 240 days.
C.2.16.1	Add the following to the clause: "If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."
C.2.23	The Tenderer is required to submit with his tender: 1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services. 2) Proof of CSD registration i.e. MA xxxxxxxx number 3) A Certificate of Contractor Registration issued by the CIDB. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. 4) Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges, The latest municipal account is to be attached, or a signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts. i. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality. ii. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.

Clause number	Tender Data
	iii. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract. iv. Statement must not be older than 90 days from the closing date of this tender. v. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Point (i) will be applicable. vi. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Point (i) will be applicable. Where a tenderer is joint venture formation, such tenderers must submit all documentation listed from 1) to 4) in respect of each partner.
C.2.24	Add the following new clause: **Canvassing and obtaining of additional information by tenderers** Accept that: i) No Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. ii) No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders
C.2.25	Add the following new clause: **Prohibitions on awards to persons in service of the state** Accept that the Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. "In the service of the state" means to be - i) a member of: - • any municipal council. • any provincial legislature; or • the National Assembly or the National Council of Provinces. ii) a member of the board of directors of any municipal entity. iii) an official of any municipality or municipal entity. iv) an employee of any national or provincial department. v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). vi) a member of the accounting authority of any national or provincial public entity; or vii) an employee of Parliament or a provincial legislature." In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.

Clause number	Tender Data
C.2.26	Add the following new clause: **Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. To give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.
C.2.27	Add the following new clause: **Tax Compliance** In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.
C.2.28	Add the following new clause: i) Tenderers will be notified of such missing and incomplete documents and will be offered a period of three (3) days to complete or submit those pages i.e., Municipal Bidding Documents (MBD) and other documents that require completion and signatures that do not have a bearing on functionality, specific goals and price. ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councillor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document. **The tenderer will not be offered an opportunity to complete and sign certificate of authority.**
C.3.2	Replace the contents of the clause with the following: If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers' names and total prices, where practical, will be read out. It should be noted that at the closing date of tender JW14171, there will be no prices to be read out. However, prices will be read out at the opening of each work package arising from JW14171.

Clause number	Tender Data
C.3.9	Replace Existing Clause Arithmetic Errors with respect to individual work packages **Construction related tenders** JW undertakes to check the highest scoring bid for arithmetical errors and correcting them as follows: JW shall check for arithmetic errors using the following sequence: (i) Check the amount in words against the amount in figures on the *Form of Offer*, (ii) Check the Form of Offer against the Summary Schedule Total, (iii) Check the Section Sub-Totals per section against the Summary Total for summation errors, (iv) Check the Section Sub-Totals in the Summary Schedule against Section Sub-Totals in the Bill of Quantities. (v) Check the Section Sub-Totals against the Item Totals for summation errors. (vi) Check the Item Totals against the product of the Item Rate and the Quantity Provided. If a bill of quantities or price schedule applies JW will request the bidder to correct the arithmetic errors as follows: (i) In respect of the Form of Offer, where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. The bidder must be requested to adjust the amount in figures to correspond with the amount in words. JW will notify the tenderer of all errors or omissions that are identified in the tender offer and either request the tenderer to confirm the offer as tendered or JW will accept the corrected total of prices. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: (i) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. (ii) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. Clarification session(s) shall be held with Tenderer where there is pricing discrepancies, errors are highlighted and identified corrections are explained. Tenderer is afforded an opportunity to provide clarification, accept or reject identified corrections in writing. (i) In the event that the Tenderer accepts identified corrections, JW will proceed with evaluation. (ii) In the event that the Tenderer rejects the identified correction(s), JW must review the Tenderer's motivation and risks associated with the proposed change. This is not an opportunity for Tenderers to change the bid offer. A bidder that does not agree to the above will be disqualified.

Clause number	Tender Data
	Risk related to the Arithmetic Corrections shall be assessed. Where risks are identified, tenderers shall provide JW with any other material or information that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), quotations preferencing arrangements or samples of materials considered necessary by JW for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the JW request or fails to attend any meeting in which it has been formally invited to clarify any issue, the tender offer will be regarded as non-responsive.
C.3.11	Tenderer to complete, sign and return MBD6.1 with the tender submission. Tenderer to claim the points in the space provided and submit documentary evidence to support the points claimed for specific goals.

STAGE	DESCRIPTION
Stage 1	Mandatory Evaluation
Stage 2	Administrative Evaluation
Stage 3	Technical Evaluation

Stage 1: Mandatory Evaluation

Description		Complied	
No	**Description**	**Yes**	**No**
1	CIBD grading 3CE or higher (Panel A) and CIDB 5CE or higher (Panel B). Active Status at the required CIDB grading or higher at the time of Evaluation		
2	Mandatory Tender Briefing Meeting		
3	Completed and signed the Form of Offer		

Tenderers who **FAIL** to meet the mandatory criteria or requirements of tender will be disqualified.

Clause number	Tender Data

Stage 2: Administrative Evaluation

Description			Complied	
Reference	**Description**	**Requirement**	**Yes**	**No**
Certificate of Authority	Signed Certificate of Authority to Sign or signed board resolution	Completed and signed certificate of authority to sign or signed board resolution		
MBD 1	Invitation to Bid	Complete and submit complete and signed MBD 1 Form		
CSD	Central Supplier Database Registration	Provide proof of CSD registration		
MBD 4	Declaration of interest	Complete and submit signed MBD 4 Form		
MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and submit signed MBD 6.1 Form		

Clause number	Tender Data

Description			Complied	
Reference	**Description**	**Requirement**	**Yes**	**No**
MBD 8	Declaration of bidder's past supply chain management practices	Complete and submit signed MBD 8 Form		
MBD 9	Certificate of Independent Bid Determination	Complete and submit signed MBD 9 Form		
Annexure – Proof of Specific Goals	Valid BBBEE Certificate issued by a SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath	Submit applicable documentation with the tender submission		
Annexure – Proof of Specific Goals	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		

Clause number	Tender Data

Description			Complied	
Reference	**Description**	**Reference**	**Yes**	**No**
Annexure – Proof of Specific Goals	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	Submit applicable documentation with the tender submission		
Annexure T2.2.4	Municipal statement of account for Company (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
Annexure T2.2.4	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	Submit applicable documentation with the tender submission		

Clause number	Tender Data
	Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. **Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.** **If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.**

Clause number	Tender Data
	Stage 3: Technical Evaluation

PANEL A (CIDB GRADE 3CE OR HIGHER)

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
1	Tenderers Experience with Respect to Water Pipe Laying Projects of Diameter 150mm or more	Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. **Note**: *This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF COMPLETED WATER PIPE LAYING PROJECTS WITH A MINIMUM DIAMETER OF 150MM**	0 - 1 Completed Projects	**20**	**0**
				2 - 3 Completed Projects		**10**
				4 - 5 Completed Projects		**15**
				More than 5 Completed Projects		**20**

Clause number	Tender Data						
	NO #	**CRITERIA**	**EVIDENCE**	**SUB-CRITERIA/CLAUSE**		**MAX SCORE**	**SCORE**
	2	**Post Qualification Experience of Contract Manager** Only a **Contract Manager** with qualifications of Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher **AND** ECSA Professional Registration (Pr. Eng. / Pr. Technologist) **or** SACPCMP Professional Registration (PrCPM / PrCM) will obtain a score for experience of a **Contract Manager**. However, the date of registration of **Contract Manager** will not impact post qualification number of projects.	Tender must Provide CV of **Contract Manager** in the format given on T2.1.9 Note: *Tenderers may provide their own CVs but information provided should contain all information in T2.1.9* *Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF COMPLETED WATER PIPE LAYING PROJECTS WITH A MINIMUM DIAMETER OF 150MM AS CONTRACT MANAGER.**	0 - 2 Completed Projects	**20**	**0**
					3 - 4 Completed Projects		**10**
					5 - 6 Completed Projects		**15**
					More than 6 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
3	**Post Qualification Experience of Site Manager** Only a **Site Manager** with qualifications of National Diploma in Civil Engineering or more **AND** Registered as a Candidate or Professional with ECSA will obtain a score for experience of a **Site Manager**.	Tender must Provide CV of **Site Manager** in the format given on T2.1.9 Note: *Tenderers may provide their own CVs but information provided should contain all information in T2.1.9* *Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF COMPLETED WATER PIPE LAYING PROJECTS WITH A MINIMUM DIAMETER OF 150MM AS SITE MANAGER.**	0 Completed Projects	**20**	**0**
				1 - 2 Completed Projects		**10**
				3 - 4 Completed Projects		**15**
				More than 4 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
4	Post Qualification Experience of **Safety Officer** Only a **Safety Officer** with qualifications of National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more **AND** Registered with SACPCMP in the "Construction Health and Safety" Sector **OR** Submitted the proof to register with SACPCMP in the "Construction Health and Safety" Sector will obtain a score for experience of a **Safety Officer**. However, the time of registration of Safety Officer will not impact post qualification number of projects.	Tender must Provide CV of **Safety Officer** in the format given on T2.1.9 All Civil Related projects will be considered *Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF CIVIL ENGINEERING PROJECTS COMPLETED AS SAFETY OFFICER**	0 Completed Projects	**20**	**0**
				1 - 2 Completed Projects		**10**
				3 - 4 Completed Projects		**15**
				More than 4 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
5	Method Statement	Tenderer must provide **Scope Specific** Method Statement which addresses the following sections: • **Tie-In procedures** for a 150mm diameter pipe. Procedure to include shutdown planning procedures, customer engagements pre and post shutdown; specific (actual) tie-in procedures; pipe disinfection (Maximum 3 pages) • **Quality Control Plan** including all necessary **standards** to be used, resources available and procedures to ensure quality (Maximum 4 pages) • **Project Programme/ schedule** with critical path, aligned scope of works (150mm diameter pipeline in a built-up area), contractual timelines, and all contractual dates. (On MS Projects or any other Gantt chart as Annexure) • **Risk Matrix:** to include type of risk; risk consequence; likelihood; impact; risk response and risk score. The risk matrix should include financial, operational, and social risks. (Include it as an annexure)	Method Statement not submitted	20	**0**
			Less than three of the required sections are covered by the Method Statement in line with the guidelines		**10**
			Three of the required sections are covered by the Method Statement in line with the guidelines		**15**
			All four of the required sections are covered by the Method Statement in line with the guidelines		**20**
Minimum Acceptable Score					**75**
Maximum Possible Score					**100**

Tenderers who FAIL to meet the technical criteria or requirements of tender will be disqualified. Please note that seven (7) days will be afforded to bidders who have provided copies of qualifications that are not certified. Only certified copies of the information originally submitted will be accepted.

Clause number	Tender Data

PANEL B (CIDB GRADE 5CE OR HIGHER)

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
1	Tenderers Experience with Respect to Steel or HDPE Pipe Projects of Diameter 450mm or more	Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. **Note**: *This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF COMPLETED WELDED STEEL OR BUTT-WELDED HDPE WATER PIPE LAYING PROJECTS WITH A MINIMUM OF 450MM DIAMETER**	0 - 1 Completed Projects	**20**	**0**
				2 - 3 Completed Projects		**10**
				4 - 5 Completed Projects		**15**
				More than 5 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
2	**Post Qualification Experience of Contract Manager** Only a **Contract Manager** with qualifications of Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher **AND** ECSA Professional Registration (Pr. Eng. / Pr. Technologist) **or** SACPCMP Professional Registration (PrCPM / PrCM) will obtain a score for experience of a **Contract Manager**. However, the date of registration of **Contract Manager** will not impact post qualification number of projects.	Tender must Provide CV of **Contract Manager** in the format given on T2.1.9 Note: *Tenderers may provide their own CVs but information provided should contain all information in T2.1.9* *Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF COMPLETED WELDED STEEL OR BUTT-WELDED HDPE WATER PIPE LAYING PROJECTS WITH A MINIMUM OF 450MM DIAMETER AS CONTRACT MANAGER**	0 - 2 Completed Projects	**20**	**0**
				3 - 4 Completed Projects		**10**
				5 - 6 Completed Projects		**15**
				More than 6 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
3	**Post Qualification Experience of Site Manager** Only a **Site Manager** with qualifications of National Diploma in Civil Engineering or more **AND** Registered as a Candidate or Professional with ECSA will obtain a score for experience of a **Site Manager**.	Tender must Provide CV of **Site Manager** in the format given on T2.1.9 Note: *Tenderers may provide their own CVs but information provided should contain all information in T2.1.9* *Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF COMPLETED WELDED STEEL OR BUTT-WELDED HDPE WATER PIPE LAYING PROJECTS WITH A MINIMUM OF 450MM DIAMETER AS SITE MANAGER**	0 Completed Projects	**20**	**0**
				1 - 2 Completed Projects		**10**
				3 - 4 Completed Projects		**15**
				More than 4 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
4	Post Qualification Experience of **Safety Officer** Only a **Safety Officer** with qualifications of National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more **AND** Registered with SACPCMP in the "Construction Health and Safety" Sector will obtain a score for experience of a **Safety Officer**. However, the time of registration of Safety Officer will not impact post qualification number of projects.	Tender must Provide CV of **Safety Officer** in the format given on T2.1.9 All Civil Related projects will be considered *Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.*	**NUMBER OF CIVIL ENGINEERING PROJECTS COMPLETED AS SAFETY OFFICER**	0 Completed Projects	**20**	**0**
				1 - 2 Completed Projects		**10**
				3 - 4 Completed Projects		**15**
				More than 4 Completed Projects		**20**

Clause number	Tender Data

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
5	Method Statement	Tenderer must provide **Scope Specific** Method Statement Which Addresses the following sections: • **Tie-In procedures** for a 450mm diameter pipe. Procedure to include shutdown planning procedures, customer engagements pre and post shutdown; specific (actual) tie-in procedures; pipe disinfection (Maximum 3 pages). • **Quality Control Plan** including all necessary **standards** to be used, resources available and procedures to ensure quality (Maximum 4 pages) • **Project Programme/schedule** with critical path, aligned scope of works (450mm diameter bulk pipeline in a built-up area), contractual timelines, and all contractual dates. (On MS Projects or any other Gantt chart as Annexure) • **Risk Matrix:** to include type of risk; risk consequence; likelihood; impact; risk response and risk score. The risk matrix should include financial, operational, and social risks. (Include it as an annexure)	Method Statement not submitted.	20	**0**
			Less than three of the required sections are covered by the Method Statement in line with the guidelines.		**10**
			Three of the required sections are covered by the Method Statement in line with the guidelines.		**15**
			All four of the required sections are covered by the Method Statement in line with the guidelines.		**20**
Minimum Acceptable Score					**75**
Maximum Possible Score					**100**

Tenderers who FAIL to meet the technical criteria or requirements of tender will be disqualified. Please note that seven (7) days will be afforded to bidders who have provided copies of qualifications that are not certified. Only certified copies of the information originally submitted will be accepted.

Clause number	Tender Data
	WORK ALLOCATION STRATEGY POST AWARD All bidders who satisfy the Mandatory Requirements (Stage 1), Administrative Requirements (Stage 2), and attain the minimum technical score as prescribed, will be appointed to the Panel. Bid Evaluation Committee (BEC), will evaluate the Bid in stages following the strategy outlined below: i. Request for Pricing and Resource Availability will only be sent to Contractors appointed under Panel - Panel A and B of Contractors: Upgrade & Renewal of Water Pipelines as and When Required Basis for 36 Months Under a Framework Contract ii. All panel B panellists are eligible for all packages under Panel A and Panel B iii. All panellists under Panel A are not eligible for work packages of R6 million and above iv. Bills of Quantities will be then sent out to all applicable panellists with the following documentation/Conditions: • Minimum CIDB Grading requirement based on the Construction estimate. Irrespective of the advertised CIDB grading, no panellist will be allocated work with values exceeding their CIDB thresholds at the time of evaluation • Mandatory Briefing Session • Bill of Quantities of the specific work package • Project Specifications • Project Drawings • Occupational Health and Safety and Environmental Specifications • Pricing Instructions as tendered • Bill of Quantities Validity is 90 days from the closing date of submission of Bill of Quantities v. Panellists will be given Fourteen (14) days after the Briefing Session to submit Bills of Quantities vi. Panellists will be required to submit with their bills of quantities the following documentation: • Central Supplier Database (CSD) Report • CIPC Documents (to verify Specific Goals point allocation) • Printout of CIDB certificate or CRS number • Documentation required to confirm points claimed for Specific Goals specified in MBD6.1 (to verify Specific Goals point allocation) • Signed and Completed MBD 4 and MBD 8 forms • Signed and Completed MBD 5 form • Municipal Rates and Taxes not owing more than 90 Days for Directors and Entity; also required for Specific Goals • Three-year Audited (If required by law) Financial Statements for all work packages. Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; if the bidder is not required by law to prepare financial statements, then the bidder is required

Clause number	Tender Data

to submit their unaudited financial statements prepared by an independent accounting professional

- Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required)

OR

Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required), **if available to claim Specific Goal points for Military Veterans**

- Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability (To be validated in conjunction with Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, **if available to claim Specific Goal points for Disability**
- CVs and Qualifications for key resources to be used for Resource Availability.

vii. Bids will be ranked from lowest to highest

viii. Bidders will be evaluated based on the maximum threshold of their CIDB grading. Bidders who price above their designated CIDB grading are not considered for the respective work package

ix. Work package less than R50,000,000,00 in value, point scoring system of 80/20 will be used whereby scores for price will be calculated out of 80 and score for Specific Goals will be calculated out of 20

Or

Work package more than R50,000,000,00 in value, point scoring system of 90/10 will be used whereby scores for price will be calculated out of 90 and score for Specific Goals will be calculated out of 10

Specific Goals will be allocated as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
Businesses located within the boundaries of COJ municipality	2	4
Business owned by 51% or more-Women	2	4
Business owned by 51% or more-Black Youth	2	4
Business owned by 51% or more - Black People who are military Veterans	2	4
Business owned by 51% or more-Black People with Disabilities	2	4
Total	**10**	20

Clause number	Tender Data
	x. The points for price and points for specific goals will be added together and ranked from highest to lowest xi. A predetermined Objective Criteria will be assessed on the preferred panellists in the form of Resource Availability and financial analysis. This will determine how many work packages the panellist is eligible to be get xii. A financial analysis based on the three-year financial statements will be done to assess the financial risk of the preferred panellist. Should the BEC consider the risk to be unacceptable, the BEC will recommend for the Panellist not to be considered. The risk will be considered unacceptable where; a. The panellist is technically insolvent b. For a joint venture, where the lead partner of a joint venture is technically insolvent c. For a joint venture, where the smaller partner of a joint venture is technically insolvent but the lead partner is financially stable and the lead partner fails to demonstrate and commit that they have the capability of taking up the risks associated with the smaller partner's financial standing, after a clarification meeting d. The panellist is under business rescue and the business rescue practitioner fails to demonstrate that the panellist would be able to complete new assignments if issued after a clarification meeting is held with the business rescue. xiii. The Work Package will therefore be recommended to the highest scoring Panellist subject to the Resource Availability Assessment. All prior awards and allocations still in the procurement process will be considered when assessing Resource Availability xiv. The Work Package will be recommended to the subsequent highest Scoring Panellist if the Highest Scoring Panellist does not have adequate capacity to be recommended for the work package based on the results of the Resource Availability Assessment xv. Upon completion of the evaluation process, BEC compiled this report with a recommendation to the BAC for consideration xvi. If a Panellist declines any Work Package at appointment, they shall not be allocated any subsequent work xvii. If the Panellist is terminated due to poor performance, they will not be allocated any subsequent work xviii. Allocation will be concluded by the BAC for work packages equal or below R5 Million and by the Accounting Officer for Work Packages above R5 Million.
	PREDETERMINED OBJECTIVE CRITERIA **<u>Resource Availability</u>** Resources will be assessed in terms of the Contract Manager, Site Agent and Health and Safety officer as per section C 3.11 (Part B). All CVs submitted during Resource Availability should meet the minimum requirements set in Section C.3.11 Part B, failure to comply with this requirement will be deemed as non-complia0000nce by the Contractor and the next Contractor in line will be considered.

<table>
<tr><th>Clause number</th><th>Tender Data</th></tr>
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<u>Resource Utilization</u>

The Employer will access the utilisation of proposed key personnel for on-going and proposed Work Allocations as follows:

Resource	Maximum Utilization
Contracts Manager	Maximum of three (3) projects per Resource
Site Agent	Maximum of one (1) project per Resource
Safety Officer	Maximum of one (1) project per Resource

It should be noted that during this process, JW is not instructing the contractor to enter into any agreements with third party service providers.

The Resource Availability process will be administered by the BEC.

Johannesburg Water does not guarantee that every panellist will be allocated a work package.

<u>Financial Analysis</u>

A financial analysis based on the three-year financial statements will be done to assess the financial risk of the preferred panellist. Should the BEC consider the risk to be unacceptable, the BEC will recommend for the Panellist not to be considered.

The risk will be considered unacceptable where:

- The panellist is technically insolvent
- For a joint venture, where the lead partner of a joint venture is technically insolvent
- For a joint venture, where the smaller partner of a joint venture is technically insolvent but the lead partner is financially stable and the lead partner fails to demonstrate and commit that they have the capability of taking up the risks associated with the smaller partner's financial standing, after a clarification meeting
- The panellist is under business rescue and the business rescue practitioner fails to demonstrate that the panellist would be able to complete new assignments if issued after a clarification meeting is held with the business rescue.

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<tr><td>C.3.11.2 & C.3.11.3</td><td>

The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Specific Goals):

1. APPLICATION OF THE PREFERRENCE POINTS SCORING SYSTEM

<u>The following preference point systems are applicable to all bids:</u>

</td></tr>
</table>

Clause number	Tender Data

- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- If unclear, any preference points scoring may be included and the lowest acceptable tender will be used to determine the preference points to be used for the evaluation. Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used and if the lowest acceptable tender is above R50 million, the 90/10 preference point system must be used.
- The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the Bid Evaluation Committee will depend on verification documentation submitted.
- Only tenderers that have completed and signed MBD 6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing.

(a) The value of this bid is estimated to exceed / below R50 000 000 (all applicable taxes included) and therefore the 90/10 or 80/20 preference point system shall be applicable.

(b) Preference points for this bid shall be awarded for:

Price; and

Specific Goals.

(c) The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
Total points for Price and Specific Goals must not exceed	**100**	**100**

(d) Failure on the part of a bidder to submit proof of specific goals points claimed in MBD 6.1 will not result in disqualification but will result in points not being awarded for Specific Goals.

Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, 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 must be supported by proof/ documentation stated in the conditions of this tender.

Clause number	Tender Data
	Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability. **Race:** I. Ownership by black people II. Black Designated Group: Ownership by black people that are unemployed Ownership by black people who are youth Ownership by black people living in rural or underdeveloped areas or townships Ownership by black people with disabilities Ownership by black people who are military veterans Cooperative owned by black people **Gender:** I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African. **Disability:** I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons. Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e., **Local Manufacture:** I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth. **Locality:** I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows: • Promotion of enterprises located in the Gauteng Province • Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G) • Promotion of enterprises located in the City of Johannesburg municipality

Clause number	Tender Data
	• Promotion of enterprises located rural or underdeveloped areas or townships. **Qualifying Small Enterprises (QSE)** I. Promotion of procurement from QSE's that are black owned. **Exempted Micro Enterprises (EME):** I. Promotion of procurement from EME's that are black own. **SUB-CONTRACTING:** Promotion of sub-contracting a Historically Disadvantaged Individuals (HDI) company. Consider sub-contract only in cases where there are no company which can meet any of the specific goals. Check if the portion of the work cannot be subcontracted in terms of specific goals. One goal may be chosen, or a combination of goals may be decided upon including a sub-goal i.e., owned by black people that are disabled etc. **JOINT VENTURE, CONSORTIUM OR EQUIVALENT:** For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission. To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.6 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals. Documentation to be provided: • JV, Consortium, or equivalent agreement • Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid

Clause number	Tender Data

Table 1:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
Businesses located within the boundaries of COJ municipality	2	4
Business owned by 51% or more-Women	2	4
Business owned by 51% or more-Black Youth	2	4
Business owned by 51% or more - Black People who are military Veterans	2	4
Business owned by 51% or more-Black People with Disabilities	2	4
Total	**10**	20

The following verification documents must be submitted with the tender document:

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
Business owned by 51% or more – Black Youth	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable
Business owned by 51% or more-Women	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable

Clause number	Tender Data

Businesses located within the boundaries of COJ municipality	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.
Business owned by 51% or more - Black People who are military Veterans	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required), OR Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required)."
Business owned by 51% or more-Black People with Disabilities	Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability."

Note: The joint venture, consortium, or equivalent agreement in order for JW to determine the proportional points for specific goals.

Example, If there are two parties in a Joint Venture with a 50:50 ownership of the Joint Venture and one party is located within the boundaries of COJ and one is located in Tshwane, if one of the goals is locality and has total points of 4, the JV will only be entitled the proportional points of 2.

The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:

Affidavit Prescribed Formats	Category	Financial Threshold
Generic Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Sector Specific Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Construction Sector Code		
	EME Contractor	Less than R3m
	BO EME BEP	Less than R1.8m
Financial Sector Code		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m

Clause number	Tender Data

Information Communication Technology Sector Code (ICT)		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Marketing, Advertising & Communication Sector Code (MAC)		
> Public Relations	BO QSE	Between R5m and R10m
> Marketing, Advertising & Communications	BO EME	Less than R5m
Property Sector Code		
> Service-based	BO QSE	Between R5m and R10m
	EME	Less than R5m
> Agency-based	BO QSE	Between R2.5m and R35m
> Asset-based	EME	Less than R2.5m
	BO QSE	Between R80m and R400m
Tourism Sector Code		
	BO QSE	Between R5m and R45m
	BO EME	Less than R5m
Specialised Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m

Note: A sworn affidavit received from a tenderer that does not meet the above requirement will not be considered for the allocation of points for specific goals.

Requirements for a valid BBBEE Certificate are as follows:

a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE accredited by SANAS), or a valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
b) Bidders who do NOT qualify as EME's and QSE's as outlined above must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.

Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963**. i.e.**

(i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
(ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.

Clause number	Tender Data
	(iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio. (iv) Copy of certified copies will not be accepted. **Note**: A tenderer failing to submit proof of specific goals claimed as per indicated above will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing. **2. ADJUDICATION USING A POINT SYSTEM** (a) The bidder obtaining the highest number of total points will be awarded the contract (b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts (c) Points scored must be rounded off to the nearest 2 decimal places (d) In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of points for specific goals (e) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality (f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots. **3. POINTS AWARDED FOR PRICE** **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS** A maximum of 80 or 90 points is allocated for price on the following basis: **80/20** **or** **90/10** $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$ Where Ps = Points scored for comparative price of bid under consideration Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid

Clause number	Tender Data
C.3.12	Add the following to the clause: "Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that they are satisfied with the insurance cover, the Employer will affect under the contract."
C.3.13.1	Add to the existing clause: Tender offers will only be accepted if: a) the tenderer submits a valid SARS tax Compliance status Pin for tenders issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations b) Proof of CSD registration ie MA xxxxx number c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2.22 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer i) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and j) the tenderer: i) has sufficiently substantiated his experience in this type work ii) has the required and experienced key personnel
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
	There are no additional conditions of tender.

-- END OF PART ---

Johannesburg Water SOC Ltd

PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

RETURNABLE DOCUMENTS
AND
SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

Document		Page
1. Returnable Schedules required for tender evaluation purposes		
T2.1.1	Record of addenda to tender documents	RD.5
T2.1.2	Certificate of Authority	RD. 6
T2.1.3	Compulsory Enterprise Questionnaire	RD.11
T2.1.4	Preferential Procurement	RD.13
MBD 6.1	Preference points claim form in terms of the preferential procurement regulations	RD.14
MBD 4	Declaration of any potential conflict of interest	RD.22
MBD 8	Declaration of bidder's past Supply Chain management practices	RD.25
MBD 9	Certificate of independent bid determination	RD.27
T2.1.5	Proposed qualifications	RD.30
T2.1.6	Schedule of the Tenderer's experience	RD.31
T2.1.7	Contactable reference template	RD.32
T2.1.8	Schedule of key personnel	RD.34
T2.1.9	Curriculum vitae of key personnel	RD.35

T2.2 LIST OF RETURNABLE DOCUMENTS

Document		Page
2. Other documents required only for tender evaluation purposes		
T2.2.1	Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.38
T2.2.2	SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.39

T2.3 LIST OF RETURNABLE SCHEDULES

Document		Page
C1.1	FORM OF OFFER AND ACCEPTANCE	C.3
C1.2	CONTRACT DATA (PART 2)	C.7
C2.1	PRICING INSTRUCTIONS	C.33

NOTE: The Tenderer is required to complete each and every schedule listed above to the best of his ability as the evaluation of tenders and the eventual contract will be based on the information provided by the tenderer.

T2.1 LIST OF RETURNABLE DOCUMENTS

Document		Page
1. Returnable Schedules required only for tender evaluation purposes		
T2.1.1	Record of addenda to tender documents	RD.5
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T2.1.8	Schedule of key personnel	RD.34
T2.1.9	Curriculum vitae of key personnel	RD.35

T2.1.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.1.2 CERTIFICATE OF AUTHORITY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I, ……, chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ....., Mr/Ms ....., acting in the capacity of ....., was authorized to sign all documents in connection with the tender for Contract No. JW14171 and any contract resulting from it on behalf of the company.

Chairman: .....

As Witnesses: 1.....

2.....

Date: .....

(II) Certificate For Close Corporation

We, the undersigned, being the key members in the business trading as .... hereby authorize Mr/Ms..... , acting in the capacity of ....., to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

(III) Certificate For Partnership

We, the undersigned, being the key partners in the business trading as,

.....……., hereby authorize Mr/Ms.....,

acting in the capacity of …….. , to sign all documents in connection

with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms ..... , authorised signatory of the company . . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature …… Name …… Designation……
		Signature …… Name …… Designation……
		Signature …… Name …… Designation……
		Signature …… Name …… Designation……

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

(V) Certificate For Sole Proprietor

I, ..., hereby confirm that I am the sole owner of the Business trading as …….....

Signature of Sole owner:.....

As Witnesses:

1.....

2. .....

Date: .....

T2.1.3 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Proof of CSD registration ie MA xxxxxxxxx number. . . . . .

SARS Tax Compliance status Pin number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Employer:		Contractor:	
Witness:		Witness:	

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to verify the tax compliance status from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

T2.1.4 PREFERENTIAL PROCUREMENT

Forms for Completion by the Tenderer included in this section are:

Form No.	Form Title	Description	Page
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer	RD.14
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer	RD.22
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer	RD.25
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer	RD.27

Note:

All information supplied must be current and valid. Proposed or imminent changes to a Tenderer's status may be mentioned but the declarations must reflect current circumstances.

MBD 6.1

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

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1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

a) Price; and
b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	**100**	**100**

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

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

2. DEFINITIONS

a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\ (1 - \frac{Pt - P\ min}{P\ min})} \quad \text{or} \quad \boldsymbol{Ps = 90\ (1 - \frac{Pt - P\ min}{P\ min})}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

1.1.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\ (1 + \frac{Pt - P\ max}{P\ max})} \quad \text{or} \quad \boldsymbol{Ps = 90\ (1 + \frac{Pt - P\ max}{Pmax})}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Businesses located within the boundaries of COJ municipality	4	2		
Business owned by 51% or more-Women	4	2		
Business owned by 51% or more- Black Youth	4	2		
Business owned by 51% or more - Black People who are military Veterans	4	2		
Business owned by 51% or more-Black People with Disabilities	4	2		
Total	**20**	**10**		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm…….

5.2 Company registration number: ……...

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……
……
……
……

5.5 SUB-CONTRACTING

5.5.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

5.5.2 If yes, indicate:

i) What percentage of the contract will be subcontracted_____

ii) The name of the sub-contractor(s):

……
……
……
……
……

iii) The black sharehold of the sub-contractor(s):

……
……
……
……
……

iv) Whether the sub-contractor(s) is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2022:

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
People who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

5.6 DECLARATION WITH REGARD TO COMPANY/FIRM

5.6.1 Name of company/firm: ……

5.6.2 VAT number registration number: …….

5.6.3 Company registration number: ……

5.7 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

5.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

……

5.9 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

5.10 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number: ……

5.11 Total number of years the company/firm has been in business: ……

5.12 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goals in MBD 6.1 qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) In the event of a contract being awarded as a result of points claimed as shown in MBD 6.1, the contractor is required to furnish documentary proof as requested in the Tender Data to the satisfaction of the purchaser that the claims are correct;

iii) If the specific goals points have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	…….
1. ……..	SIGNATURE(S) OF BIDDERS(S)
2. …….	DATE: ……..
	ADDRESS ……..
	……..
	……..

Employer:		Contractor:	
Witness:		Witness:	

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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[2]):……..

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. ……

……..

[1]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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

…….. ……..

Signature **Date**

……. ……

Capacity **Name of Bidder**

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

2 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	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).	Yes □	No □
4.1.1	If so, furnish particulars:		
4.2	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)? **To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes □	No □
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes □	No □
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes □	No □
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)[2].Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

   a. take all reasonable steps to prevent such abuse;

   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

MBD 9

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[3] 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;

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

(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.

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

T2.1.5 PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material qualifications.

Page	Clause or item	Proposal

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

T2.1.6 SCHEDULE OF THE TENDERER'S EXPERIENCE

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	EMPLOYER'S AGENT OR REPRESENTATIVE: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

CONTACTABLE REFERENCE TEMPLATE – CRITERIA 1 (PANEL A)

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No**. JW14171** for **PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**

Name of Tenderer: …….

Name of Project: …….

Description of Services provided in pipe laying projects, Including pipe material, diameter and pipe joining mechanism

……

……

……

Signature: ……..…….. Date ……..……

Telephone/Mobile: ……

Email: ……..……..

Name of Client Company ……

Name of Main Client Company (Employer if different from name of client company)

……..

Name of Reference Completing this Letter……

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

CONTACTABLE REFERENCE TEMPLATE – CRITERIA 1 (PANEL B)

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No**. JW14171** for **PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**

Name of Tenderer: …….

Name of Project: …….

Description of Services provided in in pipe laying projects, Including pipe material, diameter and pipe joining mechanism

……

……

Signature: ……..…….. Date ……..……

Telephone/Mobile: ……

Email: ……..……..

Name of Client Company ……

Name of Main Client Company (Employer if different from name of client company)

……..

Name of Reference Completing this Letter……

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

Employer:		Contractor:	
Witness:		Witness:	

T2.1.8 SCHEDULE OF KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which they intend to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Site Agent, Contracts Manager						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc.						
Artisans and other Skilled workers						
Plant Operators						
Unskilled Workers						
Others: ……..... .....….. …….						

SIGNATURE:.....……. DATE: …….....

(of person authorized to sign on behalf of the Tenderer)

T2.1.9 CURRICULUM VITAE OF KEY PERSONNEL

Provide separate forms for each position listed in Form: Key Personnel

Proposed role in the project	

1. **Surname**	
2. **First Name**	

3. Education (Submit certified copies of qualifications)

Institution (Date from – Date to)	Degree(s) or Diploma(s) obtained

4. Registration/ Membership of Professional Bodies (Submit copies of registration certificates)

Institution/ Professional Body	Category of Registration	Registration Number

5. Post Qualification Experience

Company/ Organisation	(Date from – Date to)	Years of Employment	Position

6. Project-based Experience

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Site Manager, etc.)	
Description of Scope and Duties	

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Site Manager, etc.)	
Description of Scope and Duties	

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Site Manager, etc.)	
Description of Scope and Duties	

Duplicate relevant section to add more information, if required.

Certification:

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

..... …….....

Signature of person named in the schedule *Date*

T2.2 LIST OF RETURNABLE DOCUMENTS

Document		Page
2. Other documents required only for tender evaluation purposes		
T2.2.1	Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.38
T2.2.2	SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.39

T2.2.1 CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

NB: The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB OR provide the CIDB registration number that JW can use to verify CIDB requirements for this tender. Failure to submit the certificate or CIDB registration number with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

CIDB status to be active at the required CIDB grading at time of evaluation to avoid disqualification.

SIGNATURE:.....……. DATE: …….....

(of person authorized to sign on behalf of the Tenderer)

T2.2.2 SARS TAX COMPLIANCE STATUS PIN AND PROOF OF CSD REGISTRATION

The Tenderer must attach hereto a copy SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number.

SIGNATURE:.....…… DATE: …….....

(of person authorized to sign on behalf of the Tenderer)

Johannesburg Water (SOC) Ltd

CONTRACT JW14171

PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		**Contractor:**	
Witness:		**Witness:**	

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Employer:		**Contractor:**	
Witness:		**Witness:**	

C1.1 FORM OF OFFER (ACCEPTANCE & AGREEMENT)

C1.1.1 Form of Offer

The Contractor is to complete and sign the Form of Offer.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

JW 14171: PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

	Panel A	Panel B
Tick the appropriate Panel(s)	☐	☐

Note: Contractors appointed in Panel B are consequently automatically appointed in Panel A.

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Tenderer under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Contractor before the end of the period of validity stated in the Tender Data, whereupon the Contractor becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the Contractor _____ _____
(Name and address of organisation)

Name and signature of witness _____ _____
(Name) (Signature)

Date _____

Employer:		Contractor:	
Witness:		Witness:	

C1.1.2 Form of Acceptance

The Employer is to complete and sign the form of acceptance

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Contractor's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Contractor's Offer shall form an agreement between the Employer and the Contractor upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in Volume 1:

Part 1 Agreement and Contract Data, (which includes this Agreement)
Part 2 Pricing Data
Part 3 Scope of Work
Part 4 Site Information

and drawings, pricing schedules (Bill of Quantities) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above, including any such information that may be issued and received for specific work packages.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Contractor and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Contractor shall within twenty-eight **(28) days** after receiving each work package, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contact Data) to arrange the delivery of all documentation outlined in Clause 5.3.1 of the Contract Date. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Contractor receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within five days after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute binding contract between the parties.

Name(s) _____ _____

Capacity _____ _____

For the Employer **Johannesburg Water SOC (Ltd), Turbine Hall, 65 Ntemi Piliso Street, Newtown.**

(Name and address of organisation)

Name and signature of witness

_____ _____

(Name) (Signature)

Date _____

Employer:		**Contractor:**	
Witness:		**Witness:**	

C1.1.3 Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender;
2. A Contractor's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here;
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here; and
4. Any change or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final draft of the Contract.

1	**Subject**	
	Details	
2	**Subject**	
	Details	
3	**Subject**	
	Details	
4	**Subject**	
	Details	
5	**Subject**	
	Details	
6	**Subject**	
	Details	
7	**Subject**	
	Details	

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Contractor agree to and accept the foregoing Schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Contractor and the Employer during the process of offer and acceptance.

Employer:		**Contractor:**	
Witness:		**Witness:**	

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Contractor of a completed and signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Contractor:

Signature(s) _____ _____

Name(s) _____ _____

Capacity _____ _____

For the Contractor _____
(Name and address of organisation)

Name and signature of witness _____ _____
(Name) (Signature)

Date _____

For the Employer:

Name(s) _____ _____

Capacity _____ _____

For the Employer **Johannesburg Water SOC (Ltd), Turbine Hall, 65 Ntemi Piliso Street, Newtown.**
(Name and address of organisation)

Name and signature of witness _____ _____
(Name) (Signature)

Date _____

Employer:		**Contractor:**	
Witness:		**Witness:**	

C1.2 CONTRACT DATA

C1.2.1 Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works Third Edition (2015), published by the South African Institution of Civil Engineering, is applicable to this Contract.

Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Telephone number: 011-805 5947).

C1.2.1.1 Contract Specific Data

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion for each work package.
1.1.1.14	The Work package will be allocated within the three (3) year period with the completion date of each Work Package to be stated in the appointment letter.
1. 1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited Contact person is Mr William Chitsa of Johannesburg Water (SOC) Limited.
1.1.1.16	The name of the Employer's Agent to be specified on each Work package's appointment letter.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: Physical: Turbine Hall, 65 Ntemi Piliso Street, Newtown Postal: P.O. Box 61542, Marshalltown 2107 Tel: 011 688 1603 Fax: 011 688 1521 Email: william.chitsa@jwater.co.za
1.2.1.2	The address of the Employer's Agent to be specified on each Work package's appointment letter.
3.2.3	Specific Approval – The Employer's Agent is required to obtain the Employer's approval for the following: • Approval of Variation Orders • Approval to exceed the Contract Sum • Approval of Subcontracting Plan • Stoppage/ suspension of works
4.4.2	Add the following after this clause: Apart from subcontractors identified by the Contractor for the execution of certain sections of the Works, subcontractors shall also include SMME's (Small Medium and Micro Enterprises), who are identified from the Local Community for the execution of certain sections of the Works identified by the Contractor.

Employer:		**Contractor:**	
Witness:		**Witness:**	

GCC Clause	Information
	The appointment of subcontractors and the allocation of work to subcontractors shall, in addition to the provisions of the General Conditions of Contract, comply with, but not be limited to, the provisions of **11.13** (see below). A minimum value of 30% the Contract Price shall be subcontracted to SMME's.
4.11.1	Add the following to this clause: Competent Employees shall include, amongst others, the following Key Personnel: • Contracts Manager • Site Manager (Site Agent according to GCC 2010) • Safety Officer The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in **11.14** (see below).

5.3.1	The documentation required before commencement with Works execution for each Work package are:
	• Approved Health and Safety File
	• Approval of the Environmental File
	• Initial programme & cashflow projections
	• Traffic Control Plan
	• Construction Method Statement
	• Guarantee from Bank or Insurance Company
	• Insurance of the Works, Plant, etc., including but not limited to:
	  ○ SASRIA Policy
	  ○ Liability Insurance
	  ○ Insurance of Construction Machinery and Plant
	  ○ Insurance of Motor Vehicle Liability, etc.
	• Compliance Certificate in respect of COID
	• Signed Notification to the Department of Labour
	• Construction Permit (where applicable)
	• Organogram of resources
	• Subcontract plan/ proposal which includes a priced BoQ and a number of Subcontractors that meets requirements as per conditions of **11.13**.

5.3.2	The time to submit the documentation required for each Work package before Commencement of the Works is 28 days.
5.3.3	**Time to instruct commencement of the Works.** Delete Clause 5.3.3 and replace with the following: The Contractor shall commence with carrying out the Works for each Work package upon written instruction from the Employer's Agent to commence with the Works.
5.8.1	Working days shall be Monday to Friday, between 07h00 and 17h00.
5.8.1	The non-working days are Sundays. The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual "Builder's Break" as defined by SAFCEC on an annual basis.

Employer:		**Contractor:**	
Witness:		**Witness:**	

GCC Clause	Information
5.13.1	The penalty for failing to complete the Works for each Work package is the greater of: An amount equal to the daily Time Related P&G rate (as calculated from the Time Related P&G section in the Bill of Quantities) or R7,000.00 per day, whichever is greater.
5.14.1	The requirements for achieving Practical Completion are: • Construction, testing & commissioning of all pipework. • Installation, testing & commissioning of all valves. • Installation, testing & commissioning of all electrical and C&I infrastructure. • Reinstatements of man-made surfaces, including road surfaces. • Environmental rehabilitation of site.
5.16.3	The latent defects period is 10 years.
6.2.1	The time to deliver the Form of Guarantee is within 28 days from the Commencement Date. The security to be provided by the Contractor shall be in the form of a Performance Guarantee and will comply with the requirements of Clause 6.2.3. The value of the Performance Guarantee shall be ten (10) % of the Contract Sum, which sum excludes VAT.
6.8.2	The effect of changes in prices or law on the amounts due shall be adjusted on the following basis: a) No price adjustment over the first 12-month period of the appointment of each work package. b) On the 12-month anniversary date of the appointment of each work package the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the appointment of each work package and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.
6.8.3	Price adjustments for variations in the costs of special materials are **NOT** allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor for each Work Package is 10%.
6.10.3	The limit of retention money is 10% of the contract price.
6.10.4	**Delivery, dissatisfaction with and payment of payment certificates** Delete Clause 6.10.4 and replace with the following: Payment shall be made upon: • After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment

Employer:		**Contractor:**	
Witness:		**Witness:**	

GCC Clause	Information
	Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month • No payment certificate will be processed if correct labour returns are not submitted • Any failure to submit the required, Employer's Agent-approved payment certificate by the agreed date will result in the assessment by the Employer's Agent being held over until the assessment interval following the correct submission of the required information. These assessments and certificates shall not be regarded as late and interest shall not be applicable Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due. Payment will be made on or before the last day of the month following the assessment date. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.
6.10.5	Payment of Retention Money Delete Clause 6.10.5 and replace with the following: When defects liability is specified, one half of the retention money shall be paid after the Employer's Agent has issued a Certificate of Completion in terms of Clause 5.14.4 as follows: • The Contractor will provide a statement for release of 5% retention to the Employer's Agent before or on the 20th of every month. • After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month. • Payment will be on or before the last day of the month following the approval of the payment certificate by the Employer's Agent. The other half of the retention money shall be paid after the Employer's Agent has issued Final Approval Certificate at the end of the Defects Liability Period, which may be extended in term of Clauses 5.14.4 or 7.8.1, if necessary, as follows: • The Contractor will provide a statement for release of 5% retention to the Employer's Agent before or on the 20th of every month. • After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS

GCC Clause	Information
	requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month. • Payment will be on or before the last day of the month following the approval of the payment certificate by the Employer's Agent. Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due
6.10.6.2	Delete Clause 6.10.6.2
6.11	Delete Clause 6.11
7.8.2	**Cost of making good of defects** Amend Clause 7.8.2.1 as follows: In the first line, correct the spelling of 'therefore'.
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text: "hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).
8.6.1.1.2	The value of plant and materials supplied by the Employer for each Work package to be included in the insurance sum is R0.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15 % (fifteen percent) of the value of the damage and/or loss.
8.6.1.3	The limit of indemnity for liability insurance is R10 000 000 (Ten million Rand) for any single claim – the number of claims to be unlimited during the construction and Defects Liability Periods.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: a. The Contractor shall insure all Constructional Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be on the Site to the full value thereof. In respect of a Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause if it has ensured that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers, via the Employer's Agent, the policy or policies of insurance and receipts for payment of the current premiums.

Employer:		**Contractor:**	
Witness:		**Witness:**	

GCC Clause	Information
	b. The Contractor and the Sub-contractors shall effect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993) c. The Contractor and the Sub-Contractors shall effect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for "balance of third party" risks, including passenger liability with a limit of indemnity of not less than R2,5 million. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
10.4.2	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of ad-hoc Adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes shall be by arbitration.

Employer:		**Contractor:**	
Witness:		**Witness:**	

C1.2.1.2 Variations to General Conditions of Contract

Add the following Table:

3.2.4	**Employer's Agent for Health and Safety** Replace Clause 3.2.4 with the following: 'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).' Add the following at the end of the above new replacement Clause 3.2.4: 'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses 2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and 2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and 2.2.7 "ADDITIONAL RELATED SERVICES", as published in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.'
5.1.1.2	**Time Calculations** SEPARATE THE PHRASE "shall be excluded from the calculation of the time-span concerned." BY MOVING IT ONTO A NEW LINE AS A NEW PARAGRAPH, AND PROMOTE THAT PARAGRAPH BY ONE PARAGRAPH LEVEL TO A POSITION WHERE IT FORMS THE LAST PART OF SUB-CLAUSE 5.1.1, SO THAT SUB-CLAUSE 5.1.1.2 READS AS FOLLOWS: 5.1.1.2 The day on which the timespan commences shall be excluded from the calculation of the timespan concerned."
5.7.1	**Rate of progress** ON PAGE 25, IN THE TOP PARAGRAPH, FOR THE SENTENCE COMMENCING WITH "Such steps shall…"

Employer:		**Contractor:**	
Witness:		**Witness:**	

	REPLACE THE SENTENCE “Such steps shall be approved by the Employer's Agent, which approval shall not be unreasonably withheld.” WITH “Such steps shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.”
6.5.1.3	**Basis of payment for dayworks** ON PAGE 40, IN THE LAST LINE OF THE SUB-CLAUSE, REPLACE THE PHRASE “ruling plant hire rates” WITH “ruling construction equipment hire rates”

C1.2.1.3 Additions

Add the following Table:

1.1	**Definitions** Add the following at the end of Sub-Clause 1.1.1:
1.1.1.35	“Work Package”, as used in the contract, means a specific project or scope allocated to a Contractor.
1.1.1.36	“Client”, as used in the Occupational Health and Safety Act and its Construction Regulations, means Employer.
1.1.1.37	“Principal Contractor”, as used in the Occupational Health and Safety Act - Construction Regulations, means Contractor.
5.13	**Penalty for delay** In addition to GCC 2015 clause 5.13, add the following:
5.13.3	**Other Penalties** **1. Failure to report** a) The Employer shall levy a penalty on Contractor, should the latter fail to provide reporting as required in 11.8 with regard to content and frequency, whilst as per the 6.10.4 no payment for work completed shall be processed. b) The penalty value shall be R15,000.00 per report per occasion; and c) If the Contractor fails to complete the latter more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer’s) deliverables to senior management, he shall reserve the right to: i) perform the Works internally or through another Contractor; and ii) deduct additional costs incurred by the Employer from monies owed to the Contractor. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor. iii) terminate the Contract;

No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notify the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.

2. Failure to pay any labourer or SMME

a) The Employer shall levy a penalty on Contractor, should the latter fail to provide payment to any labourer or SMME as specified in the appointment agreements between the Contractor and the labourer or SMME.
b) The penalty value shall be R 50,000.00 per incident per occasion; and
c) If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
   i) perform the Works internally or through another contractor; and
   ii) deduct additional costs incurred by the Employer from monies owed to the Contractor. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
   iii) terminate the Contract.

   No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.

3. Failure to meet target participation by local SMME

If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by local SMME Contractors in terms of 11.13, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope as a penalty for such underachievement.

The penalty for failing to achieve the monetary value of the target set by the Employer for contract participation by Targeted Enterprises and local SMME Contractors in terms of the Scope of Works is 50% of the monetary value by which the achieved monetary value falls short of the target monetary value.

Employer:		**Contractor:**	
Witness:		**Witness:**	

	4. Failure to meet the occupational health and safety compliance target Monthly compliance rating will be calculated for each Contractor as per a formula determined by the Employer focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. Each Contractor is required to maintain a minimum compliance rating of 93% (Ninety Three Percent). The Employer may impose a penalty value of R20,000.00 per audit report. **5. Penalties payable** If penalties are payable, they will be deducted prior to the addition of (VAT) but after the calculation of retention. **6. Penalties irreversible** The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.
3.4	**Source of instructions** The Contractor shall neither seek nor accept instructions from any authority external to the Employer's Agent or their authorized representatives in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfil his commitments with fullest regard for the interest of the Employer. The Contractor may only take and comply with Employer's Health and Safety representative or Environmental representative on matters regarding Health & Safety as well as Environmental, respectively.
11.1	**Officials not to benefit** The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.
11.2	**Prevention of corruption** The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.
11.3	**Confidential nature of documents** All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

11.4	**Materials and workmanship** All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's Agent's instructions and shall be subjected from time to time to such tests as the Employer's Agent may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Employer's Agent. All testing equipment and instruments provided by the Contractor shall be used only by the Employer's Agent or by the Contractor in accordance with the instructions of the Employer's Agent. a) No material not conforming with the Specifications in the Contract shall be used for the Works without prior written approval of the Employer and instruction of the Employer's Agent, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in GCC clause 6.3 (Variations) shall apply.
11.5	**Date falling on public holiday or weekend** Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.
11.6	**Ambiguities and inconsistencies** The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer's Agent shall give a binding instruction resolving the ambiguity or inconsistency.
11.7	**False claims by the Contractor** a) Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated. b) Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database. The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.
11.8	**Returns of labour, SMME, plant, equipment and material** The Contractor shall provide a return in detail in the form and monthly showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting construction plant, equipment and material as the Employer's Agent or his duly authorized representative may require. The supporting documents required for SMMEs include but are not limited to the following: • Valid CIPC registration (i.e. CK, COR) • SA ID copies of owners • Active CIDB membership: minimum grading 1CE

Employer:		**Contractor:**	
Witness:		**Witness:**	

	• Valid CSD compliance status • Valid EME affidavit • COIDA certificate • Company Profile including similar experience and skilled personnel CVs • Health and Safety Plan • Proof of Payments The supporting documents required for local labourers include but are not limited to the following • Certified Copies of IDs • Individual contracts • Monthly Individual proof of payment • Monthly Individual timesheets • Training returns • UIF forms (proof of registration from Labour)
11.9	**Examination of the work before covering up** No work shall be covered up or put out of view without the approval of the Employer's Agent or his duly authorized representative and the Contractor shall afford full opportunity for the Employer's Agent or his duly authorized representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer's Agent whenever any such work or foundations is or are ready or about to be ready for examination. The Employer's Agent or his duly authorized representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.
11.10	**Employer's Agent's power to order removal of improper work and materials** The Employer's Agent or his duly authorized representative shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations: a) removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Employer's Agent are not in accordance with the Contract. b) substitution of proper and suitable materials; and c) removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Employer's Agent or his duly authorized representative in accordance with the Contract.
11.12	**Default of Contractor in carrying out Employer's Agent's or his duly authorized representative's Instructions** In case of default on the part of the Contractor in carrying out an instruction of the Employer's Agent or his duly authorized representative, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

11.13	**Subcontracting Conditions** The successful Tenderer must subcontract a minimum of 30% of the value of the Contract value of each Work package to an entity(s) described below. The value of the Contract for the purposes of this calculation shall be equal to the Contract Price (excluding VAT) as described in the General Conditions of Contract. The subcontractor/s chosen for this purpose must be registered on National Treasury's Central Supplier Database (CSD) and must be from one of the following designated groups: • An EME or QSE which is at least 51% owned by black people • An EME or QSE which is at least 51% owned by black people who are youth • An EME or QSE which is at least 51% owned by black women • An EME or QSE which is at least 51% owned by black people with disabilities • An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships • A cooperative which is at least 51% owned by black people • An EME or QSE which is at least 51% owned by black people who are military veterans • an EME or QSE. 1. Subcontractors must be chosen from National Treasury's Central Supplier Database which can be accessed on National Treasury's website. 2. The Contractor shall identify work packages that will be allocated to Subcontractors, so that the minimum requirement of 30% can be met during the implementation of the project, as follows: • The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc. • The Subcontracting Plan shall be developed in consultation with the Ward Councillor and / or Community Liaison Officer, who shall assist the Contractor in identifying SMME's and other skills that may be available in local and surrounding communities. • The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the approval of the Employer's Agent. A period of four weeks will be required for the Employer's Agent to consult with the Employer, prior to approval of the Subcontracting Plan.

	• The Contractor shall ensure that rates that are tendered (during Tender Stage) for work items that are likely to be Subcontracted, are market related rates. Provision is made in the Bill of Quantities (BoQ) for the Contractor to add a mark-up for the sourcing, handling, and management of Subcontractors, SMME's, and the like, for the duration of the Contract. • On or during appointment of Subcontractors, should Subcontractors prove that rates, that have been tendered by the Contractor for BoQ work items that are being subcontracted, are not market related, the Contractor will be liable to cover the cost of the difference, i.e. the difference in rate tendered by the Contractor versus the rate that is being requested by the Subcontractor. This difference in cost will be for the Contractor's account, and no Variation Orders for additional costs will be entertained by the Employer. The Contractor bears the full and complete risk for the rates that have been tendered by the Contractor during Tender Stage. • In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors. • Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer. • The Contractor will be liable to pay a penalty if the Subcontracting target of 30% has not been met by the end of the Contract. The Employer will deduct this penalty amount through the Payment Certificate process. The Employer will have full discretion as to when the penalty will be applied (i.e. the month in which the penalty amount will be deducted). In calculating the total amount that has been (will be) paid to SMME's, all amounts that have actually been reimbursed to SMME's will be taken into account including P&G's, amounts for actual work done, etc. • The penalty amount described above shall be equal to 50% (fifty percent) of the difference between the target Subcontract amount (i.e. 30% of the Contract Price) and the actual amount that has been spent on Subcontractors/SMME's by the end of the Contract.

Employer:		**Contractor:**	
Witness:		**Witness:**	

3. A Subcontracting agreement between the Main Contractor and the Subcontractor shall be submitted to JW upon appointment and must include the following minimum information:

- Name of Subcontractor and BBBEE status
- Subcontractor domicilium and registered address of business, as well as status of compliance with all applicable legal requirements.
- Area and location of project
- Scope of Work issued to the Subcontractor
- Value of the Work issued including P&G's (this information must be submitted in a format that is readily auditable).
- Assistance provided/to be provided to the Subcontractor by the Contractor, e.g. acquisition of materials, machinery, tools, etc.
- A Skills Transfer Plan which will indicate, amongst others, the proposed skills that will be transferred to the Subcontractor, individuals that will be identified for skills transfer, the amount that will be spent by the Contractor on skills transfer, evidence that will be produced by the Contractor (such as training certificates, training registers, etc.), etc.
- A specific provision that enables the Contractor to pay the Subcontractor's suppliers, labour (skilled, local, etc.) or any other service provider of the Subcontractor, should the Subcontractor fail to do so. This provision shall include (but not be limited to) the following conditions/proviso's:
    - Invoices that are due for payment from suppliers and the like must be invoices that have been approved for payment and be based on work or services that have actually been completed or delivered. Payments that are due to labour will be based on approved timesheets.
    - The Contractor is to ensure that any invoice presented for payment is indeed an approved invoice, and that the necessary work or services have been delivered or completed. The approved invoice shall be settled (paid) by the Contractor (on behalf of the Subcontractor) by the due date for payment.
    - The Contractor will be entitled to deduct payments made to any third party, on behalf of the Subcontractor, from subsequent payments that may become due to the Subcontractor.
    - The Contractor will be entitled to bill the Subcontractor a mark-up on the payments made on behalf of the sub-contractor. The mark-up shall not be more than 10% (ten percent) of the amount actually paid (i.e. the amount (excluding VAT) reflected on the invoice that has been settled). The mark-up amount shall be deducted from subsequent payments that may become due to the Subcontractor.
    - Proof of any such payments made on behalf of the Subcontractor shall be issued to the Employer's Agent, on request, with all necessary supporting information that the Employer's Agent may request
    - Payments made on behalf of the Subcontractor are not subject to the Contractor first being paid by the Employer. Therefore, the Contractor shall pay approved invoices, on behalf of the Subcontractor,

irrespective of whether the Contractor has first been paid by the Employer. The Contractor will be entitled to levy interest on all payments that have been made in this regard, in accordance with the necessary interest payment provisions contained in the General and Special Conditions of Contract.

4. The successful Contractor shall submit periodic SMME/Subcontractor reports to the Employer's Agent as follows:

- Status of progress against the Subcontracting Plan (described above), to the approval of the Employer's Agent
- Subcontractor domicilium and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.
- Name of Subcontractor and BBBEE status
- Area and location of project
- Scope of work issued to the Subcontractor
- Value of the work issued (this information must be submitted in a format that is readily auditable)
- Monthly payments made to the subcontractor (this information must be submitted in a format that is readily auditable)
- Assistance provided to the Subcontractor e.g. advance payments, acquisition of materials, machinery, tools, etc.
- Performance of the Subcontractor, with evidence to support this performance assessment.

5. Upon completion of the project, the Contractor is required to provide a final report to JW on skills transferred to / acquired by the Subcontractor(s) engaged on the Project, description and value of work performed, as well as their overall performance.

6. The Contractor shall also indicate whether the experience gained by the Subcontractor is sufficient to assist the Subcontractor to improve their CIDB grading, with full details of supporting information.

11.14 **Competent Employees**

<u>Panel A</u>

The minimum requirements for the following key personnel for each Work package shall be as follows:

Key Personnel	Minimum Qualifications	Minimum Experience	Maximum Resource Utilisation
Contract Manager	Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher AND ECSA Professional Registration (Pr. Eng. / Pr.	6 completed water pipe laying projects with a minimum diameter of 150mm as a Contract Manager	Can be allocated to up to three projects on Panel JW14171

Employer:		**Contractor:**	
Witness:		**Witness:**	

	Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)		
Site Manager	National Diploma in Civil Engineering or more AND Registered as a Candidate Engineering Professional with ECSA	4 completed water pipe laying projects with a minimum diameter of 150mm as a Site Manager	Can only be committed to one project on Panel JW14171
Safety Officer	National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more AND Registered with SACPCMP in the "Construction Health and Safety" Sector OR Submitted the proof to register with SACPCMP in the "Construction Health and Safety" Sector	4 civil engineering projects completed as a Safety Officer	Can only be committed to one project on Panel JW14171

Panel B

The minimum requirements for the following key personnel for each Work package shall be as follows:

Key Personnel	Minimum Qualifications	Minimum Experience	Maximum Resource Utilisation
Contract Manager	Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)	6 completed welded steel or butt-welded HDPE water pipe laying projects with a minimum of 450mm diameter as a Contract Manager	Can be allocated to up to three projects on Panel JW14171

Employer:		**Contractor:**	
Witness:		**Witness:**	

	Site Manager	National Diploma in Civil Engineering or more AND Registered as a Candidate Engineering Professional with ECSA	4 completed welded steel or butt-welded HDPE water pipe laying projects with a minimum of 450mm diameter as a Site Manager	Can only be committed to one project on Panel JW14171
	Safety Officer	National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more AND Registered with SACPCMP in the “Construction Health and Safety” Sector	4 civil engineering projects completed as a Safety Officer	Can only be committed to one project on Panel JW14171

C1.2.2 Part 2: Data Provided by the Contractor

GCC Clause	Information
Clause 1.1.9	The name of the Contractor is……... The Contact person is:……
Clause 1.2.1.2	The address of the Contractor is: Physical Address: Postal Address: _____ _____ _____ _____ _____ _____ Tel: Fax: _____ _____ Email:
Clause 6.8.3	The variation in cost of special materials is Type Unit Rate ***NOT APPLICABLE***

Johannesburg Water (SOC) Ltd

CONTRACT NO. JW14171

PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

PART 1.3: FORMS AND SECURITIES

Employer:		**Contractor:**	
Witness:		**Witness:**	

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Employer:		**Contractor:**	
Witness:		**Witness:**	

C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

a) Form of Guarantee
b) Blasting Indemnity

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the time stated in the Contract Data. Only a Bank or approved Insurance Company or Guarantee Corporation is acceptable as Guarantor.

C1.3.1 Form of Guarantee

TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.

PERFORMANCE GUARANTEE

Guarantor Details and Definitions

"Guarantor" means
……..

Physical address
……..

"Employer" means Johannesburg Water (SOC) LTD

"Contractor" means
……..

"Works" means
……..

"Employer's Agent" means
……..

"Contract" means The agreement made in Terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means The accepted amount inclusive of tax of **R**…….

Amount in words
……
……..…

"Guaranteed Sum" means The maximum aggregate amount of **R**……..

Amount in words
……..

Type of performance Guarantee: FIXED (insert variable or Fixed)

"Expiry date" means: UPON ISSUING OF COMPLETION CERTIFICATE

Contract Details

Employer's Agent Issues Interim Payment Certificates, Final Payment Certificate, and the Completion of Works as defined in the Contract

Employer:		**Contractor:**	
Witness:		**Witness:**	

C1.3.2 Blasting Indemnity

Given by _____

*Company Registration No. _____

Address _____

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by_____in his capacity as the Contractor's

_____duly authorised hereto by a resolution of the Contractor dated

_____a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the Johannesburg Water SOC Ltd (hereinafter called the Employer) for,

_____
and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Employer by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Employer in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Employer in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at_____on the

_____day of_____20____in the presence of the subscribing

witnesses.

As witnesses

1. _____

_____
Signature

2. _____

Duly authorised to sign on behalf of _____

Address _____

_____

Employer:		**Contractor:**	
Witness:		**Witness:**	

Johannesburg Water (SOC) Ltd

CONTRACT JW14171

PANEL A AND B OF CONTRACTORS: UPGRADE & RENEWAL OF WATER PIPELINES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

PART 2: PRICING DATA

Employer:		**Contractor:**	
Witness:		**Witness:**	

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C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 General Preamble to the Bill of Quantities

a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title “Civil Engineering Quantities”, by the South African Institution of Civil Engineering.

b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications will be listed in the Scope of Work, Portion 1: Project Specification. Portion 2: comprises the Technical specifications for the works of each discipline in this contract.

c) Descriptions in the Bill of Quantities will be abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work will set out what ancillary or associated activities will be included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

d) The clauses in a specification in which further information regarding the Schedule item may be found will be listed in the “Payment Refers” column in the Schedule. The reference clauses that will be indicated will not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications will be identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.

e) Unless otherwise stated, items that will be measured net in accordance with the drawings, and no allowance is made for waste.

f) The quantities that will be set out in the Bill of Quantities will be the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.

g) The rates and/or prices to be inserted in the Bill of Quantities during work allocation are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.

h) The units of measurement that will be described in the Bill of Quantities are metric units. Alternatives that will be used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m^2	=	square metre	No.	=	number
m^2 pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m^3	=	cubic metre	MN.m	=	meganewton-metre
m^3km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

i) For the purpose of this Bill of Quantities, where applicable, the following words shall have the meanings hereby assigned to them:

Unit : The unit of measurement for each item of work as defined in the SANS Standard Specification for South African National Standards.

Quantity : The number of units of work for each item.

Rate : The agreed payment per unit of measurement.

Amount : The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities, but the quantity of work of which is not measured in any units.

j) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause C3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.

k) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price will be entered, will be considered to be covered by the other prices in the Schedule.

l) The Bill of Quantities shall be **TYPED** or completed by hand in **INK**.

C2.1.2 Special Payment Conditions

This clause shall be read in conjunction with the 'Penalties' clause(s). Where the penalty clause shall always receive precedence over this clause, should it be found that duplicative financial corrective measures exists.

Employer:		**Contractor:**	
Witness:		**Witness:**	

C2.1.2.1 Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall:

a) clearly state this in his qualifications; and

b) still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

The Employer shall at his sole discretion decide to re-execute such works.

C2.1.2.2 Security

The Contractor shall have been deemed to have included all security related costs in the Provisional and General item rates, including allowing for minimum 60% (high risk areas) of the sites requiring security provision for the Employer and Engineer representative(s).

C2.1.2.3 Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

C2.1.2.4 Permits and way-leaves

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included in the various scheduled activity rates or prices provided by the Contractor

C2.1.2.5 Confined space

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all activity pricing.

C2.1.2.6 Payment ONLY for works completed

The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Engineer or his duly authorised representative.

C2.1.3 Health and Safety

The principal Contractor's health and safety plan has to follow the framework as laid out in the HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN, as a minimum.

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved Health and Safety Plan. Additionally, the Contractor shall also be penalised in terms of Clause (30) of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2014).

C2.1.3.1 Compilation of health and safety plan

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to compile a Health and Safety Plan as per the Health and Safety Specifications contained in Volume 2, and approval of such plan thereof. Remuneration shall be a lump sum.

C2.1.3.2 Implementation of health and safety plan

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the Health and Safety Plan. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

Safety officer

Unit: Sum

The rate shall include the wages and salary that is to be paid to the safety officer/s, whose responsibility it is to ensure that all activities required fully comply with the Health and Safety Plan as per the Health and Safety Specifications contained in Volume 2 for the duration of the Contract. The rate shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

NOTE: The Contractor shall clearly state the number of Health and Safety officers in the provided space in the Bill of Quantities that he has allowed for in his price. Where no number is provided the Employer shall assume that adequate provision, minimum one (1) per site, has been made to implement the provided Health and Safety Plan successfully.

Employer:		**Contractor:**	
Witness:		**Witness:**	

C2.1.4 EMP Implementation and Maintenance

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the EMP contained in Volume 2 for the duration of the Contract. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved EMP.

C2.1.5 Subcontracting

C2.1.5.1

The Contractor shall ensure that rates that will be tendered (during work package allocation stage) for work items that are likely to be Subcontracted, are market related rates. Provision will made in the Bill of Quantities (BoQ) for the Contractor to add a mark-up for the sourcing, handling, and management of Subcontractors, SMME's, and the like, for the duration of the Contract.

C2.1.5.2

The Contractor shall ensure that rates that will be tendered (during work package allocation stage) for work items that are likely to be Subcontracted, are market related rates. Provision is made in the Bill of Quantities (BoQ) for the Contractor to add a mark-up for the sourcing, handling, and management of Subcontractors, SMME's, and the like, for the duration of the Contract. The Contractor shall make provision for the SMMEs Preliminary and General costs.

C2.1.5.3

On or during appointment of Subcontractors, should Subcontractors **prove** that rates, that have been tendered by the Contractor for BoQ work items that are being subcontracted, are not market related, the Contractor will be liable to cover the cost of the difference, i.e. the difference in rate tendered by the Contractor versus the rate that is being requested by the Subcontractor. This difference in cost will be for the Contractor's account, and no Variation Orders for additional costs will be entertained by the Employer. The Contractor bears the full and complete risk for the rates that have been tendered by the Contractor during Tender Stage.

C2.1.5.4

In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors.

C2.1.5.5

Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer.