

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW14345

CLOSING DATE: 28 MAY 2024

CLOSING TIME: 10:30 AM

DESCRIPTION: CCTV INSPECTION OF SEWER INFRASTRUCTURE – PANEL OF SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS

BRIEFING SESSION	COMPULSORY
BRIEFING DETAILS	DATE AND TIME: 06 MAY 2024 TIME 13:00 ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 VENUE: AUDITORIUM TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED
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 THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME. TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM

BIDDER INFORMATION				
NAME OF BIDDER				
NO. OF DOCUMENTS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		MAAA No	
OTHER STATUS	COIDA No.		CIDB No	N/A

EMPLOYER INFORMATION			
DEPARTMENT	CAPEX	DEPARTMENT	SCM
CONTACT PERSON	Tshepo Ramatlo	CONTACT PERSON	Gcina Ndela
TELEPHONE NUMBER	011 688 1719	TELEPHONE NUMBER	011 688 1796
E-MAIL ADDRESS	tshepo.ramatlo@jwater.co.za	E-MAIL ADDRESS	gcina.ndela@jwater.co.za

NOTE: DOCUMENTS MAY BE DOWNLOADED FROM THE JOHANNESBURG WATER WEBSITE AND ETENDER PORTAL 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 TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. 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 TENDER BOX BEFORE TENDER CLOSURE.

THE TENDERER IS ENCOURAGED TO SIGN THE TENDER SUBMISSION REGISTER WHEN

SUBMITTING THEIR TENDERS. PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD

DOCUMENT
(ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB).

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:

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1. Tender Notice and Invitation to Tender

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

CONTRACT NO. – JW14345 CCTV INSPECTION OF SEWER INFRASTRUCTURE FOR A PERIOD OF THREE (3) YEARS

The tender document will be available in the form of a download from the Johannesburg Water website

(www.johannesburgwater.co.za /supply chain/tenders) starting from 25 April 2024

The Employer is Johannesburg Water

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 28 May 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 Letter of Award which together with the submitted tender document will form the contract.

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

2. Documents and Information That will Form Part of The Contract

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. 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.

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

Table 1

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore 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	•	•		
	COIDA Registration Number			•	
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	Administrative Documentation:				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			
	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity 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 where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	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	•	•		

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	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 where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.				
	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.	•	•		
	Joint Venture, consortium or equivalent agreement (if applicable)				
3.	Functionality Documentation:				
	Tenderer to provide contactable references indicating that they have successfully provided CCTV Inspection of Sewer Infrastructure to a minimum of three (3) Clients.	•			
4.	Specific Goals:				
	Business owned by 51% or more – Black Youth. Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.	•			
	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.	•			
	SMME (EME or QSE) owned by 51% or more - Black People Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.	•			
5.	Scope of Work:				
	Scope of Work and or Specifications	•	•		
6.	Terms and Conditions:				
	General Conditions of Contract	•			
	Special Conditions of Contract	•			
7.	Other Documents				
	Letter of Award			•	

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	Bank Details Form			.	
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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.

CERTIFICATE OF AUTHORITY

3. 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 taken on, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with tender JW..... and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

CERTIFICATE OF AUTHORITY

(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.

ACKNOWLEDGEMENT OF BID CONDITIONS

(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 authorize Mr./Ms.
 , authorized 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 SIGNATORY	AUTHORISED
Lead partner		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.



ACKNOWLEDGEMENT OF BID CONDITIONS



(V) Certificate For Sole Proprietor

I, , hereby confirm that I am the sole owner of the Business

trading as and the person authorized hereunder is duly
authorized to sign all documents related to tender JW.....

and contract resulting therefrom.

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

ACKNOWLEDGEMENT OF BID CONDITIONS

4. Acknowledgement of Bid Conditions

- 1 I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2 I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;
 - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water (SOC) Ltd and I/we will then pay to Johannesburg Water (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water (SOC) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water (SOC) Ltd may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (e-mail), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
- 3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 4 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 5 I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

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

- 6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as specified.
- 7 Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 8 We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.

ACKNOWLEDGEMENT OF BID CONDITIONS

- 9 Should my/our tender be successful, it be understood that a contract will come into existence for
The duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

INSTRUCTIONS TO BIDDERS

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Johannesburg Water (SOC) (SOC) Ltd and deposited in the BID BOX situated at the entrance: Turbine Hall, 65 Ntemi Piliso Street, Newtown, Johannesburg.

It is the responsibility of the bidder to ensure that their/his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of 10:30 am on the closing date.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box. Documents should under no circumstances be handed to an employee of Johannesburg Water as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Johannesburg Water offices in Turbine Hall and deposit their bid document in the Johannesburg Water tender box situated at reception before tender closing time. Tenderers are to note that the Johannesburg Water offices are open during 06:00am and 18:00pm seven (7) days a week.

IMPORTANT CONDITIONS

- 1 Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the e-tender portal.
- 2 Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
- 3 If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
- 4 Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
- 5 All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntemi Piliso Street, Newtown.
- 6 Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein and should be bound in such a way that pages will not go missing.
- 7 Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Tender documents received contrary to this requirement will be disqualified.
- 8 It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
- 9 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. 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 councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.

ACKNOWLEDGEMENT OF BID CONDITIONS

- 10 Pricing schedule will be issued to the panellist and must be completed and signed in accordance with award strategy.
- 11 Tenderer's authorized signatory to sign or initial next to the price alteration.
- 12 The evaluation on price alteration will be conducted as follows:
 - 12.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
 - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
 - 12.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
 - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total bid offer on form of offer, then the amount in words must be considered or vice-versa.
 - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
 - 12.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
 - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.
- 13 The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
- 14 The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.
- 15 Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.
- 16 Johannesburg Water reserves the right to enter into mandated negotiations to achieve cost effectiveness with any one or more selected tenderers in accordance with Johannesburg Water's approved SCM procurement policy.
- 17 Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
 - a) reasonableness of the financial offer
 - b) reasonableness of unit rates and prices
 - c) the tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by JW in determining whether to accept the bid offer or to reject the bid offer.
- 18 JW Reservations:

JW reserves the right to award contracts and tenders at its discretion on the basis of the following

 - 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.



ACKNOWLEDGEMENT OF BID CONDITIONS



SIGNATURE(S) OF AUTHORIZED PERSON

DATE:.....

Name of bidder.....

Name of authorized person (in block letters)

INVITATION TO BID

MBD 1

5. Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER			
BID NUMBER:	JW14345	CLOSING DATE: 28 MAY 2024	CLOSING TIME: 10:30
DESCRIPTION:	CCTV INSPECTION OF SEWER INFRASTRUCTURE – PANEL OF SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	GCINA NDELA	CONTACT PERSON	TSHEPO RAMATLO
TELEPHONE NUMBER	011 688 1796	TELEPHONE NUMBER	011 688 1719
E-MAIL ADDRESS	gcina.ndela@jwater.co.za	E-MAIL ADDRESS	tshepo.ramatlo@jwater.co.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATI			
ON NUMBER	☐	☐	☐
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	O R CENTRAL SUPPLIER DATABASE No:	MAAA ☐
B-BBEE CERTIFICATE	☐ [TICK APPLICABLE BOX]	B-BBEE SWORN AFFIDAVIT	☐ [TICK APPLICABLE BOX]
	Yes No		Yes No
PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

INVITATION TO BID

MBD 1

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES	NO
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 BELOW.		

**INVITATION TO BID
PART B
TERMS AND CONDITIONS FOR
BIDDING**

MBD 1

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

DECLARATION OF INTEREST (PURCHASES)

MBD 4

6. Declaration of Interest MBD 4

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

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

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

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

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

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

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

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

DECLARATION OF INTEREST

MBD 4

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:

DECLARATION OF INTEREST

MBD 4

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1 PREFERENTIAL PROCUREMENT REGULATIONS OF 2022

8. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 -80/20.

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

a) THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1 PREFERENTIAL PROCUREMENT REGULATIONS OF 2022

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 claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Black Youth.	10	
Business owned by 51% or more- black people with disabilities	5	
SMME (EME or QSE) owned by 51% or more - Black People	5	
Total	20	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:.....

5.3 TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE MBD 6.1
PREFERENTIAL PROCUREMENT REGULATIONS OF 2022**

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

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

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

9. Declaration of bidder's Past Supply Chain Management Practices MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

10. Certificate of Independent Bid Determination MBD 9

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

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

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

11. Proof of Good Standing With Regards to Municipal Account

The tenderer is to affix to this page:

- 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;
- 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

Note:

1. 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.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. 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.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. 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. Note 1 will be applicable.
6. 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. Note 1 will be applicable.

RECORD OF ADDENDA

12. Record of Addenda

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.

Communications regarding the revision of this tender document can also be viewed on the following website:
www.johannesburgwater.co.za/supply chain/tenders.

Note: Tenderers are to check the JW website at least seven (7) days before the tender closing date and time for any communication in regard to the tender.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		

SIGNATURE(S) OF AUTHORIZED PERSON:

NAME AND SURNAME

DATE:

SCOPE OF WORK

13. Scope of Work

General

This section specifies and describes the supplies, services and engineering and construction works which are to be provided and any other requirements and constraints relating to the manner in which the contract work is to be performed.

Scope

The Scope of the Work is set out in two portions:

Portion 1: Project Specification covers a general description of the project, the facilities available and the requirements to be met.

Portion 2: Variations and additions to the standardised specifications covers variations to the standardised specifications and particular specifications, which are applicable to the contract.

Should any requirement of the Project Specification conflict with any requirement of the standardised or particular specifications, the requirements of the Project Specifications shall prevail.

SCOPE OF WORK

Definitions

For the purpose of this Contract the following shall have the associated meaning:

- a) Unless inconsistent with the context, an expression which denotes:
 - i) any gender includes the other genders;
 - ii) a natural person includes a juristic person and vice versa; and
 - iii) the singular includes the plural and vice versa.
- b) **'Castellation'** shall mean alternating white and black boxes at the perimeter of a test chart. Useful to test TV picture positioning on the display screen, also to observe picture cropping, display registration, etc.
- c) **'Fittings'** shall mean all meters, valves, hydrants, saddles, tees and reducers
- d) **'Pipe length'** shall mean the existing or proposed length of pipe between manholes or perpendicular streets.
- e) **'Erf connection'** shall mean a pipe which connects a property drain to a collector sewer or manhole or the meter to the secondary supply mains. In addition to straight pipes, it includes a junction on the collector sewer or saddle on the secondary supply mains.
- f) **'Erf connection junction'** shall mean the point of connection of the property connection with the collector sewer or water main.
- g) **'Service Provider'** shall mean either a consultant or contractor appointed to provide a particular service, i.e. investigations, design, labour provision and/or construction.
- h) **'VAT'** shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

SCOPE OF WORK

Abbreviations

For the purpose of this Contract the following abbreviations shall have the associated meaning:

ASTM	: American Society for Testing and Materials
avi	: Audio Video Interleaved Format
BEE	: Black Economic Empowerment
BS	: British Standard
CCD	: Charge-coupled Device
CCTV	: Close-circuit television
CD	: Compact Disk
CE	: Civil Engineering Works
CIDB	: Construction Industry Development Board
CoJ	: City of Johannesburg
COP	: Code of Practice for Work within the Road Reserve
DVD	: Digital Versatile Disk
ECSA	: Engineering Council of South Africa
EDA	: Enterprise Declaration Affidavit
EMP	: Environmental Management Plan
EPWP	: Expanded Public Works Programme
Ext	: Extension
GB	: Gigabytes
GCC	: General Conditions of Contract
GIS	: Geographic Information System
HD	: High Definition
JRA	: Johannesburg Road Agency
JW	: Johannesburg Water (Pty) Ltd
Kl	: Kilolitres
l	: Litres
LNC	: Leak Noise Correlation
LOS	: Level of Service

SCOPE OF WORK

MI	: Megalitres
Mod AASHTO Officials	: Modified American Association of State Highway and Transportation
mov	: Quick Time Movie File Format
MPEG	: movie photographic experts group
mpg	: MPEG Video Format
MSCC	: Manual for Sewer Condition Classification, Fourth Edition (2004)
SABS	: South African Bureau of Standards
SANS	: South African National Standard
SD	: Standard Definition
SOP	: Standard Operating Procedure
WRc	: Water Research Commission
uPVC	: Unplasticised Polyvinyl Chloride
VAT	: Value Added Tax

SCOPE OF WORK

Portion 1: Project Specification

Description of the works

PS1.1 Employer's Objectives

The employer's objective is to investigate and report on the status of the storm water superimposed sewers within the Johannesburg CBD and the surrounding areas, in order to address any inadequate services or possible problematic areas.

PS1.2 Overview of the Works

The work to be carried out under this contract includes the CCTV surveys and possible cleaning of the specified sewer lines within the Johannesburg CBD and the surrounding areas. This project entails CCTV inspecting of approximately 110 km of sewer pipes of various diameters ranging from 100mm to 2000mm.

PS1.3 Extent of the Works

The primary activities of the project entail the following:

- Sewer line cleaning and investigating and recording structural condition of existing sewers by means of CCTV technologies;
- Traffic control and temporary signage during inspection;
- Location, exposing and protection of existing sewer/stormwater manholes;
- Sewer over pumping;
- Blockage clearing; and
- Sewer manhole plugging.

The Contractor's obligations shall also include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

PS1.4 Location of the Works

The works are located in the Johannesburg CBD and surrounding areas

NOTA BENE: Refer to drawings included in Volume 3 of this Contract Documentation.

PS1.5 Temporary Works

Temporary works shall:

- a) include the works required to locate, verify and protect existing services within the works area;
- b) be such to ensure no or limited interruption to vehicular and pedestrian traffic; and
- c) be such as to allow the continued or uninterrupted discharge of sewer effluent. The Contractor, under the supervision of an experienced manager (from the Contractor personnel), may install plugs in the sewers to prevent the flow of sewage during inspection for a period of no longer than 10 minutes. The plugs must then be removed for a minimum of 10 minutes after which time they may be installed again for the period stated above. Plugs shall only be installed when and for the time period directed by the Engineer where the existing flow hinders proper inspection.

Further the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

SCOPE OF WORK

Engineering

PS1.6 Employer's Design

At minimum, the Employer's design requires the following for the successfully implementation of the works:

- a) CCTV survey of sewer pipes: Conditional assessment of all identified pipes in terms of the Water Research Committee specifications contained in the Manual for Sewer Condition Classification, Fifth Edition (2011) (MSCC), including providing CCTV footage, reporting and geographical pipe grading indication.

PS1.7 Drawings

Volume 3

All drawings are included in Volume 3 of this Contract Document, based on current available information. Such drawing shall be updated (based on actual site situation uncovered during execution of the works) and re-issued during the Contract Period as required.

Construction drawings

Upon receiving the instruction to commence with the works the Contractor shall receive 3 sets of drawings, of which 1 set shall be designated for as-built records and updated by the Contractor on a daily basis. The latter shall be:

- a) made available to the Engineer or his duly authorised representative within 24hours on request.
- b) submitted to the Engineer with the Contractor's request for issue of the Practical Completion Certificate.

Shop drawings

Where an item to be supplied in conformance with this Contract specification has not been designed by the Engineer or Employer the Contractor shall be required to supply the Engineer with 3 copies of detailed shop drawings prior to delivery of materials, including an electronic copy in drawing format that is compatible with the software packages used by the Engineer and/or Employer.

NOTA BENE: Only on approval of such shop drawings or an amended version thereof, shall the Contractor proceed with the manufacturing, supply and installation of the designed item.

Sewer conduit survey report drawings

The Contractor shall submit with his survey report(s) a set of drawings highlighting:

- a) the location of sewer manholes;
- b) the location and type of sewer blockages cleared or not cleared during investigation
- c) pipe grade as determined during investigation;
- d) the location of collapsed sewer pipes; and
- e) the location of water ingress or root intrusion in the sewer pipes.

Record drawings

The set of drawings issued as per clause PS1.7 (Construction drawings) for recording survey findings showing manhole numbers or water mains fittings that coincide with the survey reports and video recording, shall be returned to the Engineer on completion of the Contract. The drawings shall be clearly annotated to show any discrepancies between the Employer's record drawings and the contents of the survey report. Such discrepancies shall be brought to the attention of the Engineer during the survey.

SCOPE OF WORK

Procurement

PS1.8 Preferential Procurement Procedures

The Contractor's attention is drawn to the following returnable schedules contained in Part T2:

- a) Empowerment and Preferential Procurement (JW10); and
- b) Enterprise Declaration Affidavit (to be endorsed by a commissioner of oaths) (JW11).

These schedules contain all requirements with regard to preferential procurement.

PS1.9 Sub-contracting

The Contractor is:

- a) not obliged to utilise any sub-contractors specifically nominated by the Employer. However, where in the opinion of the Employer the Contractor cannot provide a sub-contractor that is deemed sufficiently experienced to perform the specific works or at a reasonable market related price, the Contractor shall use such sub-contractor as nominated by the Employer.
- b) required to utilise local sub-contractors for the completion of unskilled labour-based sections of the works, where practical.
- a) responsible for all work executed on his behalf or under his supervision and/or management by all sub-contractors, including nominated sub-contractors.

NOTA BENE: *The Engineer shall not negotiate directly with sub-contractors and all problems relating to payments, programming, quality of workmanship, etc., are matters between the Contractor and his sub-contractors.*

PS1.10 Contract award

To meet the required completion of survey within the specified period, the Employer envisages awarding the contract to multiple contractors. However, this shall only be possible should multiple favourable offers be presented.

SCOPE OF WORK

Construction

PS1.11 Applicable Standards

National standards

The Standard Specifications for all associated civil work applicable to this Contract shall be:

SANS	Description
1200 A	: General (1986)
1200 AB	: Engineer's office (1986)
1200 C	: Site clearance (1980)
1200 D	: Earthworks (1988)
1200 DA	: Earthworks (Small works) (1988)
1200 G	: Concrete (Structural) (1982)
1200 GA	: Concrete (Small works) (1982)
1200 GE	: Precast Concrete (1984)
1200 LB	: Bedding (Pipes) (1983)
1200 LD	: Sewers (1982)
1200 L	: Medium pressure pipe lines (1983)
10306	: The management of potable water in distribution systems (1999)

These Specifications are not issued with this volume but are available at the Contractor's expense from Bureau of Standards South Africa:

Office Address:

1 Dr Lategan Road
Groenkloof
PRETORIA

Postal Address:

Private Bag X191
PRETORIA
0001

Telephone:

National: (012) 428 6883
International: + 27 12 428 6883
Email: sales@SANS.co.za

Telefax:

National: (012) 344 6928
International: + 27 12 344 6928

Other Standards

Other Standard Specifications for applicable to this Contract shall be:

- WRc MSCC
- City of Johannesburg Metropolitan Municipality, Public Road and Miscellaneous By-laws, Code of Practice for work in the road reserve (COP), Latest Version.

NOTA BENE: Should any requirement of this COP conflict with any requirement of the standardised or particular specifications the requirements of the COP shall prevail. The COP is available at Johannesburg Roads Agency Offices, Wayleaves Department, Contact number: (011) 298 5000

SCOPE OF WORK

PS1.12 Particular generic specifications

Minimum health and safety requirements

This section of the specifications is to be read in conjunction with the Contract Health and Safety specifications, included as Volume 2. The following requirements shall be deemed minimum compliance requirements to ensure the health and safety of the public and workers during the execution of the Contract:

Road safety equipment

The internal conduit survey unit shall be provided with:

- a) an amber-flashing beacon, which shall comply with and be operated in accordance with any governing road vehicle lighting regulations or similar.
- b) appropriate sized and quantity of road signs, including delineators and cones which shall be displayed at the works area in accordance with safety regulations or similar.
- c) bright coloured overalls, fluorescent over-jackets and belts for each team member for use at all working times during the day or night.

Personal safety equipment

The internal conduit inspection unit shall be provided with:

- a) oxygen deficiency and gas detector apparatus, which shall be regularly serviced and operable.
- b) fresh air breathing apparatus, face mask and demand valve, with a sufficient minimum compressed air supply, determined by the duration of manhole and/or conduit entry.
- c) an approved fully vertical lift safety harness.
- d) personal equipment per member:
 - i) safety helmet;
 - ii) safety boots;
 - iii) sewer wading boots; and
 - iv) disposable protective gloves.
- e) First Aid Kit suitable to cater for the number of team members.
- f) facilities for washing, including:
 - i) soft soap;
 - ii) disinfectant; and
 - iii) clean water.
- g) radio equipment and cellular phone for on site and emergency communication.
- h) fire extinguisher.

Metric measurement

All survey recorded dimensions of infrastructure shall be in metric units, including for conduits, chambers and manholes.

SCOPE OF WORK

Assess and survey sewer infrastructure

Evaluating the condition of sewer infrastructure is important in order to facilitate educated decisions on scheduling required rehabilitation or the next survey. Thus, surveyed infrastructure is to be compared to their observed structural and functional integrity, from the best condition just after installation, to the worst condition just before rehabilitation work is required. Assessment and recording shall include, but not be limited to:

- a) size, material type, and depth of each infrastructure, referenced from the top of the manhole frame to the invert of the sewer conduit;
- b) structural condition of walls;
- c) condition of conduit joints, and lateral connections;
- d) explanations for water level fluctuations;
- e) any blockage or obstructions located within the infrastructure;
- f) infiltration; and
- g) photographic prints shall be taken of sewer infrastructure, highlighting all significant structural and/or operational deficiencies.

Manhole length isolation

The Contractor shall:

- a) carry a range of flow control and overpumping equipment, for use in controlling the flow during the execution of conduit CCTV surveying, cleaning operations and/or rehabilitations. A minimum of one item of each size of equipment ranging from 100mm to 900mm diameter inclusive shall be provided as required.
- b) ensure equipment is operated in a manner to prevent overflows. Where flows in the conduit are such that the overflow shall occur during the operations, the Contractor shall make arrangements to prevent the premature overflow or stop operations until such flows are reduced to allow operations to continue.
- c) in no instances allow the fluid level in the upstream manhole to rise above the top (or crown) of the incoming conduit.
- d) be responsible for any damage caused by sewer overflows occurring during the isolation process.

Conduit cleaning

Objective of cleaning

The objective cleaning the sewer pipe shall be to expose the fabric of the conduit by removing the silt, grease and debris so that it can function properly or an accurate assessment of its condition can be made by means of CCTV surveying.

The Contractor shall note that:

- a) certain conduits may not require excessive cleaning before the CCTV survey, however all sewer pipes where CCTV surveying is to be conducted under this Contract shall be cleaned by high pressure water jetting or other methods as agreed with the Engineer or his duly authorized representative.
- b) during cleaning of pipelines, the flow of sewer shall be maintained by overpumping.
- c) on completion of the cleaning, the Contractor shall ensure that all his equipment, debris, silt and grease are removed from the conduit and that each conduit is cleaned and free of any foreign obstruction to ensure free flowing of the sewer.

SCOPE OF WORK

Working site

- a) The workspace required to successfully clean conduits shall be kept at a minimum. Thus, plant and equipment not used is to be removed from the work site to minimize disruption to traffic and the general public.
- b) The working area is to be free of debris when the Contractor leaves the site at the end of each shift.
- c) Open manholes, machinery and standing equipment are to be protected to ensure the safety and convenience of traffic, the general public or other at all times.

Cleaning units

The Contractor shall provide:

- a) sufficiently suitable cleaning units, of adequate capacity, in good condition, including standby unit(s) in the event of breakdown, in order to complete the works within the allocated shift and ultimately within the Contract Period.
- b) cleaning units capable of operating up to 200m from the point of access to the conduit to be cleaned.
- c) only units that comply with the safety requirements as detailed in his approved health and safety plan.
- d) only cleaning equipment that has been approved by the Engineer or his duly authorised representative.

Operational requirements

The Contractor shall provide cleaning units that:

- a) carry a sufficient number of guides and rollers, such that when cleaning, all bends are supported away from conduits and manhole structures.
- b) shall be operated in such a manner to prevent sewer overflows. Where flows in the conduit are such that the overflow shall occur during the cleaning operations, the Contractor shall make arrangements to prevent the premature overflow or stop operations until such flows are reduced to allow cleaning to continue.
- c) have a system of silt, grease and debris removal, capable of operating in such a manner as to minimise the obstruction to pipeline flow and the cleaning operations.

Arising

The Contractor shall:

- a) remove all silt, grease, debris, detritus, litter deposits, bricks, rocks, etc (herein referred to as arisings) that is lodged in the lengths of the conduit required to be surveyed or repaired or as otherwise directed by the Engineer or his duly authorised representative. Such material shall be caught and collected in a trap located at the manhole from where the conduit is being cleaned.
- b) deposit all arisings in a suitable closed container, of a type and capacity as he deems necessary to comply with the health and safety requirements and the Contract Period.
- c) programme the works in such a manner that the cleaning operations are not delayed through a lack of an empty container in which arisings are to be deposited.

SCOPE OF WORK

- d) bear in mind that it may not always be possible for the container to be sited immediately adjacent to the manhole from which arisings are being removed and should allow for the fact that 'double handling' of arising may be necessary. Double handling shall be executed in a safe and efficient manner.
- e) make his own arrangements for the disposal of arisings, but shall dispose of such arising in a manner that is safe and efficient in the opinion of the Engineer or his duly authorised representative.

Winching equipment

The Contractor shall:

- a) provide conventional power winching equipment, approved by the Engineer or his duly authorised representative, with ancillary equipment, winching buckets, breakers, scrapers, tools and safety apparatus for cleaning conduits.
- b) undertake dredging of conduits by passing various sized buckets through the pipeline to physically remove accumulated arisings. The maximum size of the winch bucket used shall be a diameter of 90% that of the conduit up to a maximum of 600mm. However, the Contractor shall:
 - i) note that as a result of the sizes of the manhole covers and access restrictions that the afore-mentioned maximum bucket size may not always be practical.
 - ii) ensure his working procedure shall not be unduly affected by such restrictions.
- c) incorporate torque limiting device in winches to prevent the breaking of winching lines in the event of the line becoming jammed by obstructions in the conduit.
- d) ensure that all winches are stable with either lockable or ratcheted drums, where operational equipment is towed by winch and bound through the conduit. All:
 - i) bonds shall be steel or an equally non-elastic material to ensure smooth and steady progress of the equipment.
 - ii) winches shall inherently be stable under loaded conditions.
- e) provide power boring equipment and/or winching equipment including cables, lines, props and tools where conditions dictate.
- f) provide equipment capable of operating efficiently in the conduit sizes stated and manhole lengths pipelines up to distances of 200m between adjacent manholes.
- g) be prepared at all times to use push rods, mechanical boring equipment or other methods to pass a leading line through the conduit prior to commencing dredging operations with the winching equipment, should flows be full or in surcharged condition.
- h) work in such a manner that excessive quantities of arisings are not allowed to pass downstream from any section of the manhole length being cleaned, necessitating the cleaning of such section. Should this occur, as a result of negligence on the part of the Contractor, the cost to clean the additional section of pipeline or re-cleaning of an already cleaned section shall be at the expense of the Contractor.
- i) generally ensure that dredging operations in a particular section of sewer proceed in a downstream direction.
- j) ensure that any item of plant or equipment associated with the work which may cause obstruction to the flow in the drain is removed from the pipeline at the end of operations or at meal breaks each day. However, the Contractor shall be allowed to leave a line or winching cable through the pipeline during temporary breaks in the operations.
- k) demonstrate the successful cleaning of conduits by means of the CCTV survey.

SCOPE OF WORK

Pressure jetting equipment

- a) The Contractor shall ensure that the equipment used is sufficient for the purpose of attaining the degree of cleanliness required to facilitate a successful CCTV survey or sewer operations. The Contractor shall take due care to avoid structural damage to the conduit during cleaning operations. Thus, he shall adhere to the following minimum criteria:
- i) work from downstream manhole, unless otherwise authorised by the Engineer or his duly authorised representative.
 - ii) do not exceed maximum holding/stationary time of 60 seconds of nozzle.
 - iii) adhere to the following minimum flow rates for applicable pipeline diameters:

Minimum flow rate (l/s)	Maximum recommended conduit diameter (mm)
0.4	225
1.5	450
3.0	900
4.5	1000

- iv) adhere to the following pump pressure that shall be applied to conduits with the following properties:

Structural Condition*	Conduit material	Maximum pump pressure (bar)
1,2	Pitch fibre, brick masonry	100
1,2	Plastic (PE, PP and PVC)	180
1,2	Asbestos cement, clay, concrete	340
3	Pitch fibre, brick masonry	100
3	Plastic CPE, PP, PVC, asbestos cement, clay concrete	130
4,5	All	80

Note *: Structural grading is in accordance with the Sewer Rehabilitation Manual, WRc (2004)

- b) The jetting unit shall be capable of jetting a minimum distance of 100m either upstream or downstream from a manhole, with a nominal hose size of 25mm diameter.
- c) Successive passes using the pressure jetting technique shall be used with the silt removed at manholes until such time that the conduit is clean.
- d) Pass rates for the jetting head shall be at a consistent speed avoiding jerking and excessive variations. Typical pass rates being 100mm to 200mm/second. The hose reel shall be power driven in the rewind directions.
- e) The Engineer or his duly authorised representative shall approve the jetting equipment proposed to be used by the Contractor, which shall be categorised from:

SCOPE OF WORK

Category	Machine type	Capacity (liters/minute) Min - Max	Pressure* (Bar) Min - Max
1	High pressure/ low volume trailers	41 – 155	210 – 700
2	High pressure/ low volume – mini	41 – 155	210 – 700
3	High pressure / high low volume – non HGV/HGV jetter/ combination	38 – 160	210 – 350
4	Low pressure / high volume – HGV	113 – 213	103 – 138
5	Low pressure/ high volume – combination	110 – 380	120 – 210
6	Low pressure / high volume – super combination	340 – 770	138 – 180
7	Low pressure/ high volume – separate jumbo jetter/ suction units	340 – 700	137 – 170

Note *: Maximum operating pressure for nozzles other than pencil type jets shall not exceed 340bar

NOTA BENE: The Employer typically uses jetting equipment with 120 bar pressure and 300 liters/minute

- f) Jetting units fitted with an airflow suction unit for removal of accumulations from the conduit, shall be capable of removing materials such as sludge, silt and bricks from depths up to 10m with a minimum suction of 70m³/minute. A tank with minimum capacity of 5m³ shall be provided by the Contractor and be capable of decanting collected fluids back to the conduit. The suction hose of such system shall have a minimum internal diameter of 150mm.
- g) Jetting equipment shall be calibrated prior to works on site by an approved body or a party such as the supplier, and the Contractor shall provide calibration certificates made available for inspection by the Engineer or his duly authorised representative.
- h) Equipment, in particular the nozzles and pressure relief valves, shall also be maintained on a regular basis in accordance with the manufacturer's specifications. The Contractor shall make available to the Engineer or his duly authorised representative on a monthly basis, copies of his maintenance certificates and/or schedules.
- i) An automatic pressure relief valve shall be incorporated on the pump discharge chamber to prevent the pressure exceeding the safe maximum for the whole system. This may take the form of:
 - i) a pressure relief valve or bursting disc in holder; or
 - ii) an automatic pressure regulating valve (unloading valve).

SCOPE OF WORK

Internal conduit surveying

Works description

The Contractor shall:

- a) conduct visual inspection and CCTV surveys of existing sewer conduits to assess the structural, service and integrity condition in accordance to the WRc MSCC.
- b) formally report his survey findings to the Engineer, as prescribed.

CCTV equipment

The Contractor's CCTV equipment, at minimum, shall:

- a) be capable of surveying a minimum continuous conduit length up to 350m where entry to the pipe is obtained at each end, or up to 150m where a self-propelled unit is used where entry is at one end only.
- b) be a complete range of CCTV survey equipment to enable surveying of difficult locations such as steep slopes and sewer backdrops to be surveyed under safe working conditions.
- c) use colour cameras with pan and rotate heads with forward and side viewing capabilities, to enable the internal conditions of junctions and connections to the conduit to be surveyed closely.
- d) contain a means of transporting the CCTV camera in a stable condition through the conduit being surveyed. Such equipment shall ensure the maintained location of the CCTV camera on or near to the central axis of the conduit.
- e) where the CCTV camera is towed by a winch and bond through the conduit, have stable winches with either lockable or ratcheted drums. All bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the CCTV camera. All winches shall be inherently stable under loaded conditions.
- f) carry sufficient numbers of guides and rollers such that, when surveying, all bonds are supported away from the conduit and manhole structures and all CCTV cables and/or lines used to measure the camera's location within the conduit are maintained in a taut manner and set at right angles, where possible, to run through or over the measuring equipment.
- g) come with a range of flow control equipment and overpumping equipment, for use in controlling the flow during the survey. *For additional detail see manhole length isolation requirements.*
- h) be maintained in full working condition and shall satisfy the Engineer or his duly authorised representative at the commencement of each working shift that all equipment items have been provided and are in full working condition and fully calibrated in accordance with the manufacturer's recommendation.

Camera position

The Contractor shall ensure:

- a) wherever prevailing conditions allow, that the camera shall be positioned to reduce the risk of picture distortion. The camera lens shall be positioned looking along the axis of the conduit. A positioning tolerance of +/-10% of the vertical conduit dimension shall be allowed. In addition, the camera shall be positioned so that the long side of the photograph is horizontal.
- b) that when a photograph or video print is taken to illustrate a specific defect during the CCTV survey it may be necessary to relax the afore-mentioned requirements. Where a photograph print is taken to illustrate a specific defect it shall occupy the central part of the photograph print and be clearly in focus and accurately reflect the defect. If necessary a second photograph print shall be taken at the location to put the defect depicted in the specific photograph prints into perspective in the overall context of the pipe.

SCOPE OF WORK

- c) that photograph or video prints to illustrate the degree of mortar loss, size of a crack or fracture, size of a void or any other quantifiable defects shall include a suitable metric scale in the photograph, are clearly visible and in focus within the photograph or print.

Camera speed

The Contractor shall ensure that the:

- a) speed of the CCTV camera in the conduit shall be limited to:

Conduit diameter	Camera speed
≤ 200mm	0.1m/s
> 200mm and ≤ 300mm	0.15m/s
> 300mm	0.2m/s

Alternatively such other speed shall be allowed as agreed with the Engineer or his duly authorised representative to enable all details to be extracted from the video recordings.

- b) camera shall be 'stopped' for a few seconds to ensure that an accurate and clear record is taken whenever defects are being noted on the coding sheet.

Linear measurement

The Contractor shall ensure that:

- a) the CCTV monitor display shall incorporate an automatically updated record in metres and tenths of a metre of the meterage of the camera position from the cable calibration point which shall be referred to as the 'adjusted zero'.
- b) he utilises a suitable metering device which enables the cable length to be accurately measured, which shall be accurate to +/- 1% or 0.3m whichever is the greater. Testing of the cable shall be done before any works in a shift.
- c) he demonstrates that the tolerance in the afore-mentioned sub-clause is being complied with using one or both of the following methods, where practical, in conjunction with a linear measurement audit form which shall be completed and submitted to the Engineer or his duly authorised representative each day during the CCTV survey:
- use of a cable calibration device, and/or
 - tape measurement of the surface between manholes, centre-to-centre.
- d) when requested by the Engineer or his duly authorised representative in writing at any time during the course of the survey, he shall demonstrate that the above tolerance is being complied with. The device used by the Contractor to measure the distance along the conduit shall be compared with a standard tape measure and the results shall be noted. Where the Contractor fails to meet the required minimum standard of accuracy, the Engineer or his duly authorised representative shall instruct him to:
- provide a new measuring device; and
 - re-survey those conduit lengths first inspected with the original measuring device recording inaccurate measurements using the new replacement measuring device, the cost of which shall be for the account of the Contractor.

Data display, video recording and start of survey

- a) At the start of each manhole length being surveyed, the conduit length from zero chainage up to the cable calibration point shall be recorded and reported in order to obtain a full record of the conduit length.

The meterage reading entered onto the data display at the cable calibration point must allow for the distance from the start of the survey to the cable calibration point such that the meterage at the start of the survey is zero.

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The survey team leader shall ensure that the meterage counter starts to register immediately when the camera commences the survey (thus to move).

- b) At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alpha-numeric form containing the following minimum information:

- i) automatic update of the CCTV camera's meterage position in the conduit from 'adjusted zero';
- ii) conduit dimensions;
- iii) conduit classification (sewer, water, and stormwater drainage);
- iv) conduit material;
- v) manhole prescribed reference number;
- vi) direction of survey (upstream or downstream);
- vii) time of survey start;
- viii) road name or location;
- ix) date of survey; and
- x) name of qualified operator.

NOTA BENE: The size and position of the data display shall be such as not to interfere with the main subject of the recording picture.

- c) Once the survey of the manhole length is under way, the following minimum information shall be continuously displayed and updated:

- i) automatic update of the CCTV camera's meterage position in the conduit from 'adjusted zero';
- ii) conduit dimension;
- iii) conduit material;
- iv) manhole length reference numbers; and
- v) direction of survey (upstream or downstream).

- d) The Contractor shall demonstrate the:

- i) correct adjustment of the recording apparatus and monitor by use of the test tape or other device approved by the Engineer or his duly authorised representative; and
- ii) demonstrate satisfactory performance of the camera by the recording of the appropriate test device at the commencement of each day for a minimum of 15 seconds.

- e) All video recording media shall be:

- i) supplied by the Contractor;
- ii) the best suitable quality, new and unused prior to recording; and

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- iii) of a DVD format, with a minimum running time to ensure that a full manhole length survey is always contained on a single DVD.

The disc shall be usable on the same diameter platter as a CD, 120mm diameter.

- f) CCTV survey video recordings shall also be convertible to CD-ROM digital formats.

CCTV picture quality

The Contractor shall:

- a) ensure the CCTV camera shall have suitable illumination and shall be capable of providing an accurate and clear record of the conduit's internal conditions.
- b) submit to the Engineer or his duly authorised representative for approval a test device for the CCTV camera equipment and make available on site for the duration of the Contract Period, enabling all tests specified in this clause to be checked by the Engineer or his duly authorised representative

The test card shall be Marconi Resolution Chart No. 1 or its derivatives with a colour bar, clearly differentiating between colour with no tinting to show white, yellow, cyan, green, magenta, red, blue and black.

At the start of each working shift, the camera shall be positioned centrally at right angles to the test card at a distance where the full test card just fills the monitor screen, ensuring that the edges of the test card's castellations coincide with the edges of the horizontal and vertical scan. The card shall be illuminated evenly and uniformly without any reflection. The illumination shall be to the same colour temperature as the colour temperature of the lighting that shall be used on the CCTV camera in the conduit. The test shall be recorded, for at least 15 seconds, and submitted to the Engineer or his duly authorised representative on a daily basis. The recording shall show the camera being introduced into the test device and reaching its stationary position.

The Contractor may, propose alternative test devices, for the approval by the Engineer, that will yield at minimum the same or a better result.

- c) ensure the electronic systems, television camera and monitor shall be of such quality as to enable the following to be achieved:

- i) Shades of grey

They grey scale shall show equal changes in brightness ranging from black to white with a minimum of five clearly recognisable stages.

- ii) Colour

By adjusting the monitor control for corrected saturation, the 6 colours plus black and white shall be clearly resolved with the primary and complementary colours in order of decreasing luminance. The grey scale shall appear in contrasting shades of grey with no tint.

- iii) Linearity

The background grid shall show squares of equal size, without convergence over the whole of the picture. The centre circle shall appear round and have the correct height/width relationship (+/-5%).

- iv) Resolution

The live picture must be clearly visible with no interference and capable of registering a minimum number of television lines or picture height lines. The resolution shall be checked by the Contractor with the colour monitor turned down. In the case of tube cameras this shall be 350 lines and in the case of CCD type cameras 250 lines.

- v) Colour constancy

SCOPE OF WORK

To ensure the camera shall provide similar results when used its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure colour constancy, generally no variation in illumination shall take place during the survey.

- d) note that the Engineer or his duly authorised representative may periodically check both the live and video picture colour consistency against the colour bar. Any differences shall necessitate re-survey of the affected conduit length(s) at the Contractor's expense.
- e) ensure as little quality loss as possible by making certain that conversion and compression of footage shall be limited to only what is needed to provide the required product. The footage recorded shall be compressed only enough to ensure that the required picture quality is achieved. The image data shall not be compressed to, or recorded at a lower resolution/quality and subsequently resized to meet the required resolution/image size.

Video playback

Recording playback of CCTV camera surveys shall be capable of a minimum resolution of a 720x576 lines recorded at standard speed and be played back at a bit rate of minimum 6 Mbit/s and at 25 frames per second.

Focus or iris or illumination

The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of the focus and iris shall provide a minimum focus range of 150mm in front of the camera's lens to infinity. The distance along the conduit in focus from the initial point of observation shall be a minimum of twice the vertical height of the conduit. The illumination shall be such as to allow an even distribution of the light around the conduit perimeter without the loss of contrast, flare out picture or shadowing.

Photographs and video prints

Required photographs and video prints

Photographs and video prints shall be provided for:

- a) sewer pipelines:
 - i) all junctions and connections defective or otherwise (as defined in the WRc MSCC, including cracks, fractures, holes, broken conduits, deformation, collapse and severe joint displacement or open joints). **PRINTS AND PHOTOGRAPHS, where the latter is possible**
 - ii) continuous defects, at the beginning of the defect thereafter at the 5m intervals. **PRINTS ONLY**
 - iii) in addition to the requirements of sub-clauses PS4.2.6.3 (Camera position) video prints, at maximum 25m intervals for each manhole length as a record of the general condition of the pipeline. **PRINTS ONLY**
- b) all manholes or chambers or pits: all junctions and connections and other appropriate features. **PRINTS AND PHOTOGRAPHS, where the latter is possible**

Format

Photographs and CCTV video prints shall be provided on both electronic and hard copy format.

Quality and size

Photographs and CCTV video prints shall:

- a) have high quality colour; and
- b) be minimum 80X60mm in size, or as otherwise agreed with the Engineer or his duly authorised representative.

Record of photographs and video prints

Photographs and video prints shall be supplied in hard copy format in card index files. All photographs or prints relating to a particular manhole length shall be kept together and in order of chainage (prescribed interval) sequence. Each manhole length shall be clearly identified by inserting a divider (metal, cardboard or plastic). The divider shall have an annotation on

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the top face to show the start manhole number and the finish manhole number to the annotation specification laid out in sub-clause PS4.2.7.5 (Photographs and video print annotation). The annotation of the finish or start manhole shall be clearly visible when all photographs or prints are installed in the drawer. Each drawer shall contain approximately 20 photographs or prints, however, every effort shall be made to ensure that a complete manhole length's photographs or prints is always filed together.

Photographs and video print annotation

An annotation shall be provided on all issued photographs and video prints that shall:

- clearly identify the location (manhole reference), survey direction, chainage (in relation to the referenced manhole), print number and date;
- be clearly visible and in contrast to its background;
- have black type-printed Arial-type font with a size no greater than 5mm; and
- not interfere with the subject of the photograph or print.

Picture quality, camera, video recorder and monitor

The Contractor shall provide the test device(s) to enable practical demonstration of the quality of the video recordings, video prints and photographs that shall be provided for the duration of the Contract Period. Test devices for cameras shall utilise the Marconi Resolution Chart No.1 or its derivatives, or such device as may be approved by the Engineer or his duly authorised representative.

Sewer conduit condition grading

Evaluating the rate of conduit deterioration is important in order to facilitate educated decisions on scheduling required rehabilitation or the next survey. Thus, surveyed conduits are to be assigned condition grades according to their observed structural and functional integrity, from the best condition just after installation, to the worst condition just before rehabilitation work is required.

The Contractor shall be required through the use of CCTV cameras to video survey, record and assess the condition of sewer conduits according to WRC defect coding standards contained in the MSCC, including but not limited to:

- structural condition of conduit walls. Length, size, material type, and depth of each conduits (all depths) shall be referenced from the top of the manhole frame to the invert of the conduit being inspected;
- any blockage or obstructions located within the conduit;
- condition of conduit joints, and lateral connections;
- any change in conduit diameter or conduit materials encountered in the manhole length;
- report on grade of conduit as to whether it is uniform or whether there appears to be sectional settlement or grade changes;
- infiltration;
- explanations for water level fluctuations;
- location and condition of connection of sewer laterals, **including pan and tilt of all junctions/connections** unless otherwise specified by the Engineer or his duly authorized representative; and
- video prints shall be taken of all significant structural and/or operational deficiencies.

Sewer conduit water infiltration measurement

Where water infiltration is identified during the internal conduit survey process the Contractor shall measure infiltration, while the block or bypass is still in place, by:

- isolating the sewer section using an appropriate sized weir.
- stabilizing the rate of flow through the weir for 10 minutes before taking measurement.

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The Contractor shall formally report the measurements to Engineer or his duly authorized representative upon inspection completion.

Specific sewer work-related instructions

Contractor's responsibility

The Contractor shall be held responsible for damage to street or road surfaces, kerbing, stormwater drainage channels (gutters), existing utilities, etc. that result from his negligence during any survey. The Contractor shall repair, at his cost, any damage resulting there from, which shall be subject to approval by the owner of such asset and the Engineer or his duly authorized representative.

No disturbance

The Contractor shall be required to inspect all sewers without disturbing the existing condition of the conduit. Should the Contractor decide to use a stringing method to survey the conduit, the stringing lines shall not be left in the sewer for more than 5 days or without consent of the Engineer or his duly authorized representative.

Immediate danger

All obstructions, cracks, irregularities must be fully surveyed and documented. The Contractor must inform the Engineer immediately of any obstruction encountered, locations of hazardous atmosphere, or sewers that are in immediate danger of structural failure. Where possible:

- a) the survey shall be done from the opposite side, whilst appropriate health and safety measures are adhered to, so that the extent of the danger can be assessed.
- b) the position shall be clearly and accurately marked, to allow operations and maintenance to easily locate the position.

Reporting

CCTV survey reporting

The Contractor shall:

- a) make use of a computer programme to produce CCTV survey reporting, including providing video recordings in one of the following digital formats: mpg, avi, mov or other formats agreed with the Engineer or his duly authorised representative. However, the Contractor shall ensure that the Employer and Engineer are provided with all software to view recordings and print still images from the recordings. Any once-off or recurring fees to use such software shall be the account of the Contractor. The Employer prefers that recording be in MPEG2 format.

Each digital file shall contain the file name with a maximum of 64 characters according to the following:

- i) <Contract number>
- ii) E <Asset number>
- iii) F <From asset number>
- iv) T <To asset number>
- v) <Street Name>
- vi) M <Measured length>
- vii) I <Inspected length>
- viii) <inspection direction: DS or US>
- ix) <letter designating inspection sequence>.MPEG

e.g., JW14000 E5329 F5328 T5350 BERRY M100.0 I39.2 US B.MPEG indicates that this is the second or "B" partial inspection of this entity, 39.2m long.

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All required header information fields shall be completed and verified for correctness by the Contract authorised manager. The software used to produce the survey report shall not allow the operator to continue inputting information until the preceding field has been completed. The report shall be machine printed and presented according to the WRc MSCC.

The survey report shall identify major defects and shall include photographs and video prints as specified in clause PS4.2.7 (Photographs and video prints).

- b) take reference to the conduit grading (where appropriate) as per the WRc MSCC.
- c) ensure that each Contract CCTV surveyor shall maintain an accurate record of his survey results and accuracy ratings to be signed by the Engineer or his duly authorised representative. The original copies of the records shall remain with the Engineer or his duly authorised representative to be submitted to the Employer as part of the Contract Close-out report.

Survey report drawings

The Contractor shall submit with his survey report(s) a combined set of drawings highlighting the following minimum requirements.

a) Sewer

Drawings shall clearly indicate the location, size, shape, material, and condition of all surveyed sewer conduits, with particular reference to:

- i) condition grading of conduit;
- ii) any previous rehabilitation and/or repairs executed;
- iii) required point repairs; and
- iv) the location and type of sewer blockages cleared or not cleared.

Report submission requirements

The Contractor shall submit to the Engineer survey reports as follows:

- a) within a maximum 5 days after successful completion of the survey of a section of conduits, 2 copies of the report per item (unless specified otherwise), respectively for use by the Engineer and the Employer.
 - i. 2 x copies of the printed survey report;
 - ii. 1 x copies of the printed photographs and video prints (as specified for sewer);
 - iii. 2 x CDs each containing the identical survey report information as in the printed copies (as sated above for sewer); and
 - iv. 2 x DVDs each containing the digital video recording (for sewer). The Contractor shall ensure that entire surveys per manhole length shall be contained on a single DVD. Thus, where possible, reverse set-up inspections shall be recorded immediately after the original inspection.

The Engineer requires that all of the sectional surveys of a single conduit be logically grouped together in a single report.

- b) submit to the Engineer different survey reports (number of copies as specified above), as he may require different sections of the survey to be conducted using different survey methods.
- c) submit to the Engineer separate survey reports (number of copies as specified above) for any part of the complete survey, this shall be noted in writing by the Engineer prior to the commencement of that section of the work.
- d) comply with reasonable requests from the Engineer to supply the information on some parts of the survey whilst the complete survey is still in progress.
- e) submit a report that contains a summary of the key surveying findings (for sewer), including but not limited to:
 - i) manhole references, with a note indicating whether the survey was successfully conducted or not, and stating reasons for unsuccessful surveys;

SCOPE OF WORK

- ii) conduit diameter and lengths;
- iii) conduit material; and
- iv) a conditional assessment ranking of the various conduit or appropriate sub-sections thereof.

Operator qualifications

Sewer

ONLY CCTV camera operators who have successfully attained the appropriate qualification, such as the WRc Level of Qualification for CCTV Operators or have completed an accepted alternate recognised training program shall be permitted to operate inspection equipment. A valid copy of the WRc Operators Certificate for each operator shall be submitted to the Engineer at least 10 days before commencement of the CCTV survey parts of the works.

Where no recognized qualification authority exists to facilitate such training and accreditation, the Contractor shall provide conclusive proof that the proposed operator and/or assessor has a minimum of 3 years of experience, having successfully completed and/or assessed at least 100km of sewer pipe surveys, in all aspects of sewer survey and capable of making accurate observations and recording all conditions that may be encountered in the sewers.

Contractual sign-off

The Contractor shall ensure that all reports submitted to the Engineer or his duly authorised representative are formally signed-off by the most senior Contractor designated manager, who shall be suitably qualified (preferably the Contract authorised signatory) as an indication that the report findings are an accurate account of the condition of the conduit or other infrastructure surveyed.

No report shall be accepted for review, and shall be considered incomplete by the Engineer or his duly authorised representative if it is not formally signed by the most senior Contractor designated manager.

PS1.13 Plant and materials

The Contractor is required to provide all plant and materials necessary to carry out the works as required. No additional allowances other than those already specified in the Schedule of Rates shall be allowed for with respect to plant and materials.

PS1.14 Construction equipment

See clause PS4.3.

PS1.15 Existing services

The Contractor:

- a) must make provision for the possible existence of numerous services (e.g.: Stormwater, Water, Eskom, City Power, Egoli Gas, Rand Water, Telkom, and the like) within and in close proximity to the work areas.
- b) is to obtain wayleaves indicating the location of existing services from all affected service providers prior to the commencement of construction. The Contractor is to comply with the conditions of the wayleaves received from the various service providers.
- c) is to ensure the protection and integrity of all existing services exposed and encountered through the course of construction activities. Adequacy in terms of protection of existing services shall be at the discretion of the Engineer. The Contractor is to make good the protection of and any breakages to existing services. The Contractor is to record on as built drawings the location of existing services or services which have been relocated during Contract Period.
- d) must inform the relevant service provider immediately (within 2 hours of incident) such that procedures for the reinstatement of the service can be effected, should he damage or break an existing service (whether known or unknown).
- e) is responsible to provide his own equipment in order to determine the location of existing services.

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PS1.16 Site establishment, facilities available and required

The Contractor will be responsible to locate his own site for the purpose of a construction camp and will be responsible for obtaining all relevant permissions from the relevant authorities. He shall additionally be responsible for the provision (and cost thereof) of the other required facilities as detailed in this document, which includes but is not limited to the items as detailed in clause C2.1.2 (Management, coordination and administration)

PS1.17 Site usage

Site usage shall be limited to hours as specified in the Contract Data.

PS1.18 Permits and wayleaves

The Contractor will be required to obtain permits and wayleaves from all the applicable service providers within the jurisdiction of the CoJ, thus including the following services: roads and stormwater (JRA), bulk water supply (Rand Water), electricity (Eskom and City Power), gas (Egoli Gas), telecommunications (Telkom), and the like.

The Employer will assist the Contractor to obtain clearance from the various departments with services that are likely to be affected by the Contract. It is, however, the Contractor's responsibility to obtain final permit and wayleave approval according to applicable procedures and specifications. In the case of JRA, this will be as per the CoJ COP. Further, a processing fee per wayleave will be payable to cover the cost of processing and approval of the JRA wayleave applications.

PS1.19 Alterations, additions, extensions and modifications to existing works

The Contractor is required to verify the accuracy of all drawings and levels provided by the Engineer prior to commencing with any construction activities.

PS1.20 Inspection of adjoining properties

The Contractor shall carry out inspections and evidence collection, as he deems appropriate, of properties adjoining the works to ensure that in the event of a claim arising from any of the owners of the adjoining properties for damage to property and the like, the Contractor has substantial evidence to support or refute such claims. The Contractor accepts full liability and responsibility for damage which he causes to adjoining properties as well as any costs involved in refuting or processing such claims.

PS1.21 Water, sanitation and electricity for construction purposes

Water

The Contractor shall make his own arrangements with the Employer to obtain a potable water metered standpipe connection for which at least 14 days notice shall be given. The size of the connection provided will be as specified in the Water and Sanitation By-laws.

The Contractor may only draw water from fire hydrants through means of a legal, Employer owned, potable water metered standpipe. Failure to use such Employer owned potable water metered standpipes, or using illegal, non-Employer owned equipment for purposes of drawing water from fire hydrants, will result in the Contractor having to pay an account to the Employer, for an amount determined by the Employer

The potable water metered standpipe(s) must be made available to the Employer's water inspectors for purposes of reading and inspection, and failure to do so, will result in the immediate withdrawal of such potable water metered standpipe(s). The onus is on the Contractor to return such potable water metered standpipe(s) if they are found to be defective (not registering consumption). Failure to do so will result in an account being levied, payable to and determined by the Employer. Claims for delays caused where standpipe(s) are withdrawn and/or replaced will not be considered.

The current water tariffs applicable to the Contract are available from the Employer.

Sewer

The Contractor shall provide, maintain, move to positions as required and finally remove proper sanitary accommodation at each work front. Sanitary accommodation shall be properly screened and its use strictly enforced. The Contractor shall comply with the Employer's Sanitation General By-Laws Section 19(1) and 19(3).

The situation of sanitary accommodation prescribed in terms of the Sanitary General By-Laws shall be approved by the Engineer as being convenient for the person for whose use it is intended. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a thoroughly clean condition at all times.

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The Contractor shall bear all costs associated with the provision of sanitary accommodation. Compensation for these costs will be made under the relevant item in the Schedule of Rates.

Power

The Contractor shall make arrangements with the relevant authority for the supply and distribution of power for purposes of this Contract, the cost of which shall be deemed to be included in the rates inserted in the Schedule of Rates.

Power used for carrying out of the works in accordance with these Specifications will not be subject to measurement or payment.

PS1.22 Survey control and setting out of the works

The Contractor is to confirm the levels and coordinates of all benchmarks prior to commencing with construction.

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PS 5 Management of the works

PS1.23 Applicable SANS 1921 Standards

SANS 1921-1:2004: Construction and management requirements for works contracts Part 1: General engineering and construction works shall be applicable to this Contract

PS1.24 Planning and Programming

Planning

The Contractor shall ensure that he:

- a) is well informed with regard to the Employer's overall maintenance programme and avail resources as required to efficiently complete this Contract; and
- b) delivers goods and services timeously to meet the Employer's prevalent performance standards and where applicable to not unnecessarily delay any other contractors, service providers and suppliers.

Programming

In order to ensure a clear understanding, at the inception of the Contract, of the programming and documentation format requirements, the Contractor shall appoint a project programmer/ planner for liaison during the Contract. The Contractor shall for the Contract Period provide and regularly update (maximum monthly) a Contract Programme.

The programme shall at minimum contain:

- a) Time Scale (minimum):
 - i) Days, where the period does not exceed three months. Weeks, where the project period exceeds three months.
 - ii) Months, where the period does not exceed one year.
 - iii) Years, where the project period exceeds one year.
- b) Tasks: Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the area shall be grouped. Resources allocation and task dependency shall be indicated.
- c) Start and Finish Dates: All tasks shall have specific start and finish dates.
- d) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- e) Progress Tracking: The Contractor shall be required to periodically indicate progress per task graphically and on a percentage basis.
- f) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

NOTA BENE: A Contract programme shall be submitted no later than 7 days after Contract Commencement Date.

The Contractor shall provide the Engineer with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area, with the program. In the method statement the Contractor must address at least the following items:

- a) sequence of the works for the relevant works area;

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- b) target dates for the tasks identified in sequence of the works for the relevant works area;
- c) materials requirements;
- d) construction Plant to be used;
- e) services affecting construction; and
- f) any factors that could affect construction progress after commencement.

The method statement must be approved by the Engineer before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor will be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the program or if the sequence of operations is altered, or if the program is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised program.

If the program is to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing the modifications to the original program necessary to ensure completion of the Works or any part thereof within the time for completion. Any proposal to increase the rate of work must be accompanied by positive steps to increase production by providing more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Employer to take steps as provided for in the GCC.

The approval by the Engineer of any program shall have no contractual significance other than that the Engineer would be satisfied if the work is carried out in accordance to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Engineer to instruct the Contractor to vary the program should circumstances make this necessary.

PS1.25 Sequence of the works

The sequence of works to be executed shall be agreed between the Engineer and the Contractor.

The Contractor shall address matters regarding the approval of his Health and Safety Plan, thereafter the works shall commence.

PS1.26 Software application for programming

The construction programme shall be completed in Microsoft ® Project Standard 2002 or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Engineer.

PS1.27 Methods and procedures

The methods and procedures for the execution of the works shall be in accordance with the standard specifications and the variations and additions thereto.

PS1.28 Quality plans and control

The Contractor shall be required to provide and maintain a quality plan to ensure that the quality of all work components is of a high standard.

Control sample photographs and/or video prints and/or recordings

If, in the opinion of the Engineer, any video prints and/or recordings fall significantly below the standard of the tender stage submitted samples, that part of the survey in question shall be re-surveyed, at the expense of the Contractor.

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Sewer conduit condition assessment

The accuracy of the conduit condition assessment coding system shall be highly reliant on the skill of the surveyor who conducts the survey and produces the report. Thus, the Contractor shall have a quality system that continuously monitors the standard of coding.

The procedure of this system shall be agreed with the Engineer, who shall specify the level of accuracy required prior to the Contract commencement.

The system shall measure the accuracy of reporting and in particular the:

- a) number of defects/features not recorded (omissions)
- b) correctness of the coding and classification of each defect/feature recorded.

PS1.29 Accommodation of traffic on public roads occupied by the Contractor

Accommodation of traffic

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with the South African Road Traffic Signs Manual.

Access to properties

Adequate access shall at all times be maintained to public and private properties unless otherwise arranged and approved. Details of the proposed means of access shall be submitted before any such access is restricted. Claims arising from impeded access shall be the responsibility of the Contractor.

At least 7 days before commencing any work affecting access to a property, the Engineer and the occupier/owner of each such property shall be notified of the Contractor's intention to commence work, the date of commencement, expected duration and arrangements which will be made regarding maintenance of access.

Transport Department requirements

The Contractor shall provide a structurally sound and safe bridge with side rails across dangerous excavations crossing sidewalks to allow pedestrians safe access to such sidewalk. Associated costs for the provision of pedestrian access to sidewalks shall be deemed to have been included under the various excavations or combined activity rates and/or prices in the pricing schedules.

PS1.30 Other contractors on site

There may be other contractors working within the same area. As such, the Contractor is required to make adequate allowances for such possibilities. No claims with respect to works being carried out by other contractors shall be entertained by the Employer.

PS1.31 Testing, completion, commissioning and correction of defects

The onus is on the Contractor to produce goods and services which shall conform in quality and in accuracy of detail to the requirements hereinafter specified. The Contractor must clearly understand that it is not the duty of the Engineer or his representative to act as foreman or surveyor on the Works.

The Contractor shall, at his own expense, provide experienced engineers, foremen and surveyors together with all transport, instruments and equipment for supervising, checking and controlling the work.

The act of passing any completed work or accepting materials or goods for payment by the Engineer shall not be construed as signifying approval or acceptance thereof. Failure on the part of the Engineer to reject any defective work or material or goods shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

The Contractor shall, when submitting any work to the Engineer for examination, satisfy himself by testing, measurement and otherwise as may be necessary that the work does in fact meet with the requirements of the Specifications. This information shall be submitted with the Contractor's request for examination and the Engineer shall be authorised to decide on the number and type of tests, measurements, etc. required to enable him to judge the quality of the work. The submission of this information shall in no way diminish the authority of the Engineer to conduct such tests as he may

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consider necessary in order to determine the quality of the work performed by the Contractor, nor shall he be bound to take account of the Contractor's tests, measurements, etc. should he consider these to be either incorrect or not representative.

Quality control and completion tests shall be in accordance with the relevant standard and amended specifications and additional specifications.

PS1.32 Recording of Weather and Abnormal Rainfall

If during the time for completion of the works or any extension thereof abnormal rainfall or wet conditions shall occur then an extension of time in accordance with clause 45 hereof shall be granted by the Employer calculated in accordance with the formula given below for each calendar month or part thereof.

$$V = (Nw - Nn) + ((Rw - Rn)/X)$$

V	Extension of time in calendar days in respect of the calendar month under consideration.
Nw	Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
Nn	Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.
Rw	Actual rainfall in mm recorded for the calendar month under consideration.
Rn	Average rainfall in mm for the calendar month as derived from existing rainfall records.

For purposes of the contract Nn, Rn, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month to be calculated using pro rata values of Nn and Rn.

This formula does not take account of flood damage that could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (Nw-Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw-Rn)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

The following average rainfall figures are applicable:

INFORMATION SOURCE: South African Weather Service
Pretoria, Tel.: 082 233 8484

Y = 10 mm/24 hour day
X = 20 mm

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Table 5.1: Statistical rainfall

STATISTICAL INFORMATION: JOHANNESBURG BOTANICAL GARDENS: 1985-2006		
Month	RAINFALL	
	Nn = Actual number of days during the calendar months in which a rainfall of more than Y-mm has been received	Rn Average monthly rainfall
January	4.1	116.4
February	3.6	121.3
March	2.6	96.0
April	1.1	30.4
May	0.5	15.2
June	0.1	5.9
July	0.0	1.5
August	0.2	8.7
September	0.3	13.2
October	2.0	66.0
November	3.0	84.5
December	3.8	105.4
TOTAL	21.3	664.6

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Engineer's approval, but access to the measuring gauge(s) shall be under the Engineer's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

PS1.33 Format of communications

All communication shall be in writing and any verbal agreements shall only be binding once confirmed and agreed to in writing. Communication via, registered post, email or facsimile is acceptable.

PS1.34 Management meetings

Fortnightly site meetings shall be arranged and facilitated by the Engineer. Senior Contractor management staff attendance shall be compulsory.

The Contractor shall be required to provide reporting with regard to project progress, resources (human, plant and equipment), community issues, environmental and health and safety aspects.

PS1.35 Forms for contract administration

The Contractor shall maintain a file which shall contain project information related to project progress, resources (human, plant and equipment), community issues, environmental, health and safety aspects, penalties imposed, claims lodged and outcomes, disputes and resolutions, payment and variations.

PS1.36 Daily records

The Contractor shall keep daily site records as required by the Employer or his representative and as specified herein. Daily records shall include, labour, plant, materials, rainfall, environmental issues, health and safety issues, daily diary and the like. Such records shall be the property of the Employer and shall be made available to the Employer or his representative within 24 hours from being requested to do so.

PS1.37 Bonds and guarantees

In addition to GCC Clause 7, the Contractor shall provide the Form of Guarantee for the due and punctual fulfilment and completion of all the Contractor's obligations under the Contract. No extension of time of the Contract Period of Performance or any variation of the Contract nor the determination of the Contract by the Employer in terms of Clause 58 hereof shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Guarantee.

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Should the Contractor, when notified of the acceptance of his offer, fail to provide an approved Guarantee within the stated period, then the Employer may, at his sole discretion:

- (a) Grant the Contractor a further reasonable period in which to provide the bond; or
- (b) Withdraw his acceptance of the tender in which case the Contract shall be deemed to be void, but without prejudice to the Employer's rights to recover whatever damages he may have suffered by virtue of the Contractor's failure to fulfil his obligations.

PS1.38 Payment certificates

Payment certificates shall be submitted to the Engineer, in the format required, for approval and final submission to the Employer on a monthly basis.

PS1.39 Permits

Refer to PS 4.8

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Features requiring special attention

PS1.40 Security

The Contractor is responsible to provide his own security on site, as he deems necessary. The Employer shall not be held responsible for any loss or damage suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.

PS1.41 Work outside normal working hours

The Contractor is permitted to work outside of normal working hours only upon obtaining written permission from the Engineer. It is anticipated that majority of the works will take place outside of normal working hours.

PS1.42 Sanitary facilities

The Contractor is required to supply adequate sanitary facilities for employees, visitors, the Engineer and Employer.

PS1.43 Community liaison and community relations

For the purpose of this project a community liaison officer will not be required; however the Contractor shall be required to inform the community with regards to his activities in particular where such activities may affect the service provision to the affected community (See PS6.6).

PS1.44 Notices and warning to consumers

The Contractor shall ensure he maintains service (water and/or sanitation) provision at all times whilst executing the works where:

- a) The maximum amount of time of no service shall be 8 hours for any property. Any service disruption longer than 8 hours shall be temporary bypassed by methodologies approved by the Engineer or his duly authorized representative.
- b) A Public Notification Program shall be implemented, requiring at minimum that the Contractor shall deliver written notices to each domestic and non-domestic customer affected by the works, 48 hours before commencement of the works, including providing:
 - i) a summary of work to be completed;
 - ii) the time and duration of service interruption; and
 - iii) a local telephone number to contact the Contractor for inquiries or complaints. All complaints received shall be addressed and resolved within the standard Employer response times and a summary of such complaints and associated actions shall be presented to the Engineer or his duly authorized representatives on a monthly basis.

PS1.45 Continuity of service supply to customers

The activities of the Contractor shall not unreasonably interfere with the service supply to customer and be executed outside the agreed and notice time frames.

Where the Contractor cannot reasonably re-establish services within times agreed and notice time frames he shall proceed to contact the affected customer and make alternative arrangements that shall be acceptable to the customer and the Engineer.

The associated costs of any customer claim arising from a lack of service provision due to the Contractor's negligence or his disregard for the Employer's SOP or his disregard for the conditions of this Contract, whilst executing activities as per this Contract, shall be solely for his the account. The Employer shall have the right to make equivalent monetary deductions from monies owed to the Contractor or from his Guarantee under this Contract and any other active contract(s) with the Employer.

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PS1.46 Conditions and procedures for service agencies

The Contractor shall comply with the conditions and procedures of the various affected service agencies, as mandated in their associated wayleaves.

PS1.47 Reinstatement of asphalt by JRA

The JRA shall be given first preference to provide and execute all the reinstatement of asphalt at places where excavation is within the roadway. The Contractor shall make other adequate arrangements where the JRA:

- a) indicated that it will not, for whatever reason, be able perform such asphalt resurfacing; and
- b) is the cause of delays, where in particular the Contractor shall note that the Employer shall not be liable of any additional extension of time related cost obligations to the Contractor, as he shall be deemed have agreed adequate conditions with the JRA and allowed delays on the part of the Employer.

PS1.48 Generic labour intensive specifications

EPWP guidelines shall not be applicable to this Contract, although it is expected that the Contractor execute the majority portion of the works utilising labour, but skilled labour.

PS1.49 Causes for rejection

Causes for rejection shall include but not be limited to not complying to the Employer's requirements and/or specifications and the intended purpose for this Contract, thus:

- a) poor data (including: photographs, recording, prints and reports) and data management;
- b) inaccurate surveys, with regard to:
 - extend of sewer conduit defects; and
 - sewer conduit linear meterage of manhole length.
- c) poor quality of survey information.

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Health and Safety for Construction Work

Tendering Contractors are to prepare Health and Safety Plans in accordance with Johannesburg Water's Health and Safety Specification (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). The legal imperatives for this requirement stem from the Construction Regulations (2003), and more specifically the following:

Regulation 4(1)(a): A client shall prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same

Regulation 4(1)(d): A client shall take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site.

Regulation 4(2): A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

Regulation 5(1): A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification.

PS 7.1 Project-related Occupational Health and Safety Risks

According to the Construction Regulations (2003), a Health and Safety Plan "means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified". Apart from complying with the Health and Safety Specification (Volume 2), specific attention is drawn to the identification and assessment of risks. The tendering Contractors are required to consider *inter alia* the following risks (where applicable):

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Project- and site-specific risks:

- Opening and closing manholes;
- Gaining access (through manholes);
- Gas detection;
- Work in confined spaces;
- Water pressure;
- Working close to water;
- Existing services;
- Third party exposures;
- Traffic control;
- Operation of machinery;
- Use of portable electrical tools;
- Use of hand tools;
- Location of campsite;
- Excavations;

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- Offloading of material; and
- Storage of material.

Safe work and emergency procedures need to be prepared to address the abovementioned risks.

PS 721 Guide to risk assessments

PS 7.2.1 Nine steps to Effective Risk Assessments

- Step 1 Identifying the current as well as emerging hazard, risks or exposures.
- Step 2 Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential be repeat itself on a frequent basis.
- Step 3 Involve as many people as possible in the ongoing risk assessment process especially those at risk.
- Step 4 Gather all the information and analyze it.
- Step 5 Look at what actually could or has occurred including non-routine operations.
- Step 6 Use a systematic approach to ensure all hazards are adequately addressed.
- Step 7 Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.
- Step 8 Ensure the process is practical, realistic, cost and business effective.
- Step 9 Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

PS 7.2.2 How serious is it?

Probability

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

Consequences

- 1 Fatality or permanent disability.
- 2 Major injury.
- 3 Average Lost Time Injury.
- 4 Minor Injury.
- 5 Medical Treatment or less.

		Probability				
		A	B	C	D	E
Consequen	1	1	2	3	4	5
	2	2	3	4	5	6
	3	3	4	5	6	7
	4	4	5	6	7	8
	5	5	6	7	8	9

Risk rating

- 1 - 3 = Serious
- 4 - 5 = High
- 6 - 7 = Moderate
- 8 - 9 = Acceptable

Action

- Immediate (within 1 week).
- Within 1 month.
- > 4 weeks.
- No action but will consider from time to time.

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Environmental Management Plan

Tendering Contractors are to adhere to the mitigation measures listed in the Environmental Management Plan (EMP) (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimised or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

Portion 2: Variations and additions to the standardised specifications

There are no variations or additions to the standard specifications referenced in this document.

EVALUATION

14. Evaluation

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA) the Preferential Procurement Policy Framework Act, 2000, relevant Supply Chain Management Policy of Johannesburg Water (JW) and applicable Regulations.

Summary of Evaluation Stages:

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process. A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.	These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorised representative must fully complete and sign and provide administrative documents such as director's and company's municipal statement or valid lease agreements which must be valid and submitted before tender award. Should the MBD authority to sign and other administrative documents not be submitted or be incomplete, the tenderer will be given three (3) days to submit or complete them after receiving a request in writing from JW, should the tenderer not comply with requirement, the tenderer may be disqualified, and may will be considered for award.	Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.	The tender will be evaluated on the 80/20 preference points system according to the award strategy which is to award to the highest-ranking bidder on price and specific goals. 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 BEC will depend on verification documentation submitted. Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing.

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1. Stage 1: Mandatory Evaluation Criteria:

NO.	MANDATORY CRITERIA	YES
1	Attendance of compulsory briefing	Yes

NB: Bidders that fail to comply with the above mandatory requirement may not be considered further for evaluation.

2. Stage 2: Administrative Evaluation Criteria:

NO.	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT
1.	Annexure	Certificate of Authority or Board Resolution Letter granting authority to sign	Complete and submit
2.	MBD 1	Invitation to Bid Form	Complete and signed MBD 1 Form.
3.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.
4.	MBD 4	Declaration of Interest	Complete and signed MBD 4 Form.
5.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and signed MBD 6.1 Form.
6.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and signed MBD 8 Form.
7.	MBD 9.	Certificate of Independent Bid Determination	Complete and signed MBD 9 Form.
8.	Annexure – Proof of Specific Goals	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
9.	Annexure	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid 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	Submit applicable documentation with the tender submission
10.	Annexure	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR	Submit applicable documentation with the tender submission

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		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.	
11.	Annexure	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission
12.	Annexure	Joint Venture Agreement, Consortium or equivalent signed by all parties if applicable.	Submit applicable documentation with the tender submission

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.

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3.Stage 3 Functionality Evaluation Criteria:

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

The following aspects will be considered during the functional evaluation:

CRITERIA	EVIDENCE	SUB- CRITERIA/CLAUSE	MAX- SCORE	SCORE
Experience in providing inspection of sewer infrastructure using CCTV's.	Supporting Documents Required include Contactable Reference Letters or on Client Letter Head with required Information as per contactable reference letter. Note: <i>The Contactable reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Client letterhead or purchase order may be provided if it complies with the functional requirements as per Contactable Reference Letter template. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders</i>	Number of projects in providing inspection of sewer infrastructure using CCTV's.		
		Less than 3 projects	0	0
		Three (3) projects	70	70
		Four (4) or more projects	100	100
MINIMUM QUALIFYING SCORE			70	
TOTAL			100	

Note: It is the Tenderer's responsibility to ensure that the Contactable Reference is contactable. A reference check with the Tenderer's reference will be done for the Tenderers that have scored the minimum qualifying score. The Contactable Reference will have 5 working days from time of request by Johannesburg Water to confirm, in writing, the information on the Contactable Reference letter. Failure to confirm the reference by the Tenderer's reference contact within the stipulated time will result in the points for contactable reference not being allocated to the Tenderer.

4. Stage 4 Price and Preference Points Evaluation: will only applicable to appointed panelist

4.1 Pricing

The following aspects will be considered in the financial offer:

- a) Service Providers shall be provided with Bill of Quantities at work allocation stage then also required to submit quotations for specific work packages on an as and when basis.
- b) Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- c) Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.
- d) The tender will be evaluated on the 80/20 preference system.

4.2 The maximum preference points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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 may be supported by proof/ documentation stated in the conditions of this tender.

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.

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Ownership by black people who are military veterans.
Cooperative owned by black people.

Gender:

- III. 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:

- IV. 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.
 - Promotion of enterprises located rural or underdeveloped areas or townships.

QSE

- I. Promotion of procurement from QSE's that are black owned.

EME:

- I. Promotion of procurement from EME's that are black own.

SUB-CONTRACTING:

Promotion of sub-contracting to a company owned by Historically Disadvantaged Individuals (HDI) individuals.

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

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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.
- JV, Consortium, or equivalent agreement to contain percentage ownership which will be used to determine the proportional points for specific goals.

Table Specific Goals 1:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Business owned by 51% or more – Black Youth.	10
Business owned by 51% or more- black people with disabilities	5
SMME (EME or QSE) owned by 51% or more - Black People	5
Total	20

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4.3 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 Affidavit sworn under oath.
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.
SMME (EME or QSE) owned by 51% or more - Black People	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.

4.4 The following are the requirements for the 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
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

4.5 Requirements for a valid BBBEE Certificate

- Copy of a certified valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- Bidders who do NOT qualify as EME's and QSE's as outlined in 5.5, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- 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.

- The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- 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.
- 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.
- Copy of certified copies will not be accepted.

N.B. A tenderer failing to submit proof of specific goals claimed as per 5.2 to 5.6 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

4.6 Award and Allocation Strategy:

AWARD STRATEGY	All Bidders who will fulfil the requirements set out in the Tendering Procedures will be appointed to the panel.
ALLOCATION STRATEGY	Refer to allocation strategy below.

All bidders that have been appointed to the panel will be subjected to the following works allocation strategy for each work package allocation.

Bid Evaluation Committee (BEC), will evaluate the Bid in stages following the strategy outlined below:

- All panelists under panel will be eligible for work packages.
- Bills of Quantities will be sent out to all panelists with the following documentation/Conditions:
 - Mandatory Briefing Session.
 - Bill of Quantities of the specific work package
 - Project Specifications
 - Project Drawings if applicable
 - Occupational Health and Safety and Environmental Specifications
 - Pricing Instructions as tendered.
 - Bill of Quantities Validity of 120 calendar days from the closing date of submission of Bill of Quantities.
- Panelists will be given fourteen (14) calendar days after the Briefing Session to submit Bills of Quantities.
- Panelists will be required to submit with their Bills of Quantities the following documentation:
 - Central Supplier Database (CSD) Report,
 - MBD1, MBD4, MBD6.1, MBD8 and MBD 9

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- Documentation required to confirm points claimed for Specific Goals specified in MBD6.1 (to verify Specific Goals point allocation)
 - Municipal Rates and Taxes not owing more than 90 Days for Directors and Entity; also required for Specific Goals.
- v. Bids will be ranked from highest to lowest based on price and specific goals, the highest ranked panelist will have the highest points and be ranked 1.
 - vi. 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.
 - vii. The points for price and points for specific goals will be added together and ranked from highest to lowest, the highest ranked panelist will have the highest points and be ranked 1
 - viii. The highest scoring panelist (in terms of price and points for specific goals) will be recommended for a work package allocation.
 - ix. **Objective criteria: Capacity.**
The Work Package will be recommended to the subsequent highest Scoring Panelist if the Highest Scoring Panelist does not have adequate capacity to be recommended for the work package based on the results of the Resource Availability Assessment.

The following information will be requested from Panelist to evaluate bidders' capacity:

- List of active commitments with JW. A project can be removed from the list of JW active projects upon the service provider providing completion letter or certificate issued by the client.
- Number of CCTV teams the company has. A CCTV team is referring to a camera and its operator.
- A service Provider will only be appointed if the number of CCTV teams exceeds the list of active commitments with JW, below table is for clarity:

A	B	(A-B) = C
Number of CCTV teams with camera's equipment	Number of active commitments with JW	Projects eligible for allocation
		If A-B is equal or less than zero then the panelist is not eligible for allocation.
		If A-B is equal or greater than one, then the panelist is eligible for allocation up to a value of C

- x. Upon completion of the evaluation process, BEC compiles this report with a recommendation to the BAC for consideration.
- xi. If a Panelist declines or cannot be awarded for any reason a Work Package the subsequent highest scoring panelist can be awarded.
- xii. If the Panelist is terminated due to poor performance, they will not be allocated any subsequent work.
- xiii. 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.

15. Pricing Instructions

General Pricing Instructions:

- a) All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended. VAT will be shown separately on the Pricing Schedule/s and included in the total.
- b) All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all unconditional discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- c) A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.
- d) Should the contract be based on firm prices, no adjustment of prices will be made for the duration of the contract.
- e) Should the contract be based on non-firm prices, price adjustment request including supporting documentation must be sent to JW at least 30 days before agreed adjustment interval. The agreed formula in the Pricing Adjustment formula will form the basis of the negotiation.
- f) Unconditional discounts will be taken into account for evaluation purposes but conditional discounts will not be taken into account for evaluation purposes.
- g) Estimated quantities provided in the Scope of Work are purely for evaluation purposes only and does not provide any indication of the required quantities of product/s for the duration of the contract by JW and does not provide any guarantee to the contractor whatsoever in terms of quantities required.
Pricing for any additional work that may arise on the project, outside of the defined Scope of Works, will be as per price in the pricing schedule of additional work, but written approval will still be required before any additional work is carried out by the Service Provider/Contractor.
- h) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- i) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Acknowledgement of Bid Conditions in regard to arithmetical errors and alterations, and the handling thereof.
- j) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer.
- k) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- l) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- m) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- n) Any changes to the pricing schedule on the issued tender document will result in elimination, the Tenderer can however indicate in the qualifications any alterations that they might want to offer.
- o) For non-firm prices, index/indices that will be applicable for the bid and anniversary dates thereof will be provided in the tender document and must be used by the bidder to calculate their bid to enable JW to compare like for like. The tenderer must apply at least one month before the interval date as stated in the tender document by sending a Request for Pricing adjustment together with all the supporting documentation and source data to the JW representative. The Request for Price adjustment is a request and may be negotiated with the bidder.
- p) Pricing in full for rates-based rates contract, the tenderer must price for year 1, year 2 and year 3.

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Alterations

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:

- (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
- (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

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

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

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.



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m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² s	=	square metre pass	sum	=	lump sum
pas					
ha	=	hectare	MN	=	meganeutron
m	=	cubic metre	MN.m	=	meganeutron-metre
m ³					
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megaPascal	kW	=	kiloWatt

- j) 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 SABS 1200 and Particular Specifications.
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.

- k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause F3.9 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.
- l) The Bill of Quantities shall be completed by hand in **BLACK PEN INK**.

16.2 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.

16.3 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:

- clearly state this in his qualifications; and
- 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.

16.4 Security

The Contractor shall have been deemed to have included all security related costs in the Preliminary 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).

16.5 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.

16.6 Permits and way-leaves

All associated costs to obtain and maintain 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.

16.7 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.

16.8 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.

16.9 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 (2003).

16.10 Compile 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.

16.11 Implementation of health and safety plan

Unit: Hourly

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.

16.12 Safety officer

Unit: Hourly

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 hourly.

NOTA BENE: 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 1 per site, has been made to implement the provided Health and Safety Plan successfully.

EMP implementation and maintenance

Unit: Hourly

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 hourly.

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16.13 Failure to submit reports and associated visual media

The Contractor's monthly invoice shall be accompanied by confirmation from his duly authorised representative that items listed for payment have been successfully executed and/or delivered as required. Failure to obtain such confirmation from the duly authorised representative shall result in non-payment of the Contractor's invoice until the default has been corrected or the deemed incomplete items are excluded from the invoice.

16.14 Payments ONLY for work completed

The Contractor shall note that payment shall only be made for Works activated successfully (delivering and end result) executed, complying with the quality requirements and provided to the Engineer or his duly authorised representative. **For example, No payment shall be made where CCTV surveys could not be successfully completed due to manhole length isolation difficulties, including payment for the unsuccessful isolation.**

16.15 Manhole length isolation

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful surveying, repair or rehabilitation isolation of sewer conduits in manhole lengths for various conduit sizes and shapes. This shall include provision and operation of all isolation equipment and accessories, regular calibration of equipment, all the required testing equipment, safety equipment (including that required for the Engineer or his duly authorised representative's sole use). Traffic accommodation equipment, photographs, card index file(s) and reporting

a) Plugging

Unit No.

b) Overpumping including and plugging required

Unit Hours

The Contractor shall clearly specify the equipment and method proposed

16.16 Cleaning of conduits

Unit: m

The rate shall include the complete (labour, qualified operators, material, plant and equipment) costs for the proper cleaning of sewer conduits in manhole lengths for various conduit sizes and shapes. Including provision and operation of all cleaning equipment and accessories, regular calibration of equipment, all the required testing equipment, safety equipment (including that required for the Engineer or his duly authorised representative's sole use), traffic accommodation equipment, collections of arisings, containers for the removal and disposals of arisings, video prints, photograph prints, card-index files(s) and reporting.

16.17 CCTV surveys

Unit: m

The rate shall include the complete (labour, qualified operators, material, plant and equipment) costs for the successful survey of sewer conduits in manhole lengths for various conduit sizes and shapes by means of CCTV cameras, including provision and operation of all CCTV camera equipment and accessories, regular calibration of equipment, all the required testing equipment, safety equipment (including that required for the Engineer or his duly authorised representative's sole use), traffic accommodation equipment, conduit conditional grading, video recordings, video prints, photograph, card-index files(s) and reporting.



CONTACTABLE REFERENCE

17. Contactable Reference Letter

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender
CCTV INSPECTION OF SEWER INFRASTRUCTURE – PANEL OF SERVICE PROVIDERS FOR A PERIOD OF 36 MONTHS

Name of tenderer:

Description of goods / services provided Scope of Work or evaluation criteria.

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

Signature: Date:

Telephone: Email:

Name of Client Company

Name of Reference Completing this Letter.....

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

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18. General Conditions of Contract

TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT

1. Definitions 1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

GENERAL CONDITIONS OF CONTRACT

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means Delict

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier develops documentation / projects for the municipal owned entity (MOE), the MOE shall retain ownership of any written opinion, advice, presentation or other deliverable that the supplier produces for the MOE in its tangible form on payment of all fees due, owing and payable to the supplier. The ownership of the intellectual property rights in the services, products of the services and the methodology and technology used to perform the services and all its working papers shall be retained by the supplier.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

GENERAL CONDITIONS OF CONTRACT

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be,

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have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payment shall be made within 30 days of receipt of the supplier statement, provided the statement submitted is correct and submitted to Johannesburg Water before the end of the month. The invoice for which payment is required must be

correct, must be reflected on the statement referred to above and also be submitted by no later than the end of the month.

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation in contractual hours

18.1 In the event that work to be performed in terms of this contract be completed in less than the envisaged time, or in the event that the duration of such work exceeds the envisaged time pursuant to the approval by JW of an exception report referred to in clause 8 of the Scope of Work, the rate per hour payable to the contractor shall remain the same.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall

GENERAL CONDITIONS OF CONTRACT

render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to

GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

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When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is

GENERAL CONDITIONS OF CONTRACT

exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

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18. Banking Details for Electronic Funds Transfer Requirements

- All fields below must be completed and only **the completed original authorised form will be accepted.** (Faxed and emailed copies are not accepted).
- This form must be accompanied by an original **cancelled cheque** or an **original signed and stamped letter from your bank** (date must be not older than 3 months). Alternatively this form can be stamped by your bank.

Supplier Name	
Contact Person	
Email Address	
Telephone Number	
Fax Number	

Bank Information

Name of Payee (Must be the same as your supplier name)	
Name of Bank	
Account Number	
Branch Code-(to be confirmed with your bank for EFT payments)	
Branch Name	
Reference (if applicable)	

In the event my tender is successful, I hereby authorize Johannesburg Water SOC Ltd, to make all payments by EFT into the above bank account and I have attached the required documents as requested. I have the authority to provide and authorize the above information on behalf of the corporation/organization/payee.

Authorized representative of supplier

Name & Surname: _____ Date: _____

Signature: _____ Designation _____