

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER**

**BID NUMBER: JW CYD 009/23**

**CLOSING DATE 22 AUGUST 2024**

**CLOSING TIME: 10:30 AM**

**DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED SOLID PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS.**

<b>BRIEFING SESSION</b>	<b>COMPULSORY: NO</b>
<b>BRIEFING DETAILS</b>	<p><b>DATE AND TIME: 12 AUGUST 2024 AT 13:00 PM</b></p> <p><b>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</b></p> <p><b>VENUE : AUDITORIUM</b></p> <p><b>TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED</b></p>
<b>TENDER SUBMISSION DETAILS</b>	<p><b>BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER</b></p> <p><b>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</b></p> <p><b>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.</b></p> <p><b>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM</b></p>

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

<b>EMPLOYER INFORMATION</b>			
<b>DEPARTMENT</b>	<b>OPERATIONS SUPPORT</b>	<b>DEPARTMENT</b>	<b>SCM</b>
<b>CONTACT PERSON</b>	<b>AMANDA NKOMO</b>	<b>CONTACT PERSON</b>	<b>NTHABISENG MORE</b>
<b>TELEPHONE NUMBER</b>	<b>011 688 4444</b>	<b>TELEPHONE NUMBER</b>	<b>011 688 1512</b>
<b>E-MAIL ADDRESS</b>	<a href="mailto:Amanda.Nkomo@jwater.co.za">Amanda.Nkomo@jwater.co.za</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:Nthabiseng.More@jwater.co.za">Nthabiseng.More@jwater.co.za</a>

**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: .....

NO	DESCRIPTION	PAGE
1.	Tender Notice and Invitation to Tender .....	4
2.	Documents and Information That will Form Part of The Contract .....	5
3.	Certificate of Authority .....	8
4.	Acknowledgement of Bid Conditions .....	13
5.	Invitation to Bid.....	17
6.	Pricing Schedule – Firm Prices MBD 3.1.....	19
7.	Declaration of Interest MBD 4 .....	20
8.	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 -80/20 23	
9.	Declaration of bidder's Past Supply Chain Management Practices MBD 8.....	27
10.	Certificate of Independent Bid Determination MBD 9 .....	29
11.	Proof of Good Standing With Regards to Municipal Account.....	32
12.	Record of Addenda .....	33
13.	Scope of Work.....	34
14.	Evaluation .....	37
15.	Pricing Instructions .....	46
16.	Pricing Schedule .....	48
17.	Contactable Reference Letter.....	56
18.	Special Conditions.....	61
19.	General Conditions of Contract .....	66
20.	Banking Details for Electronic Funds Transfer .....	76
21.	JW POPIA Privacy Statement .....	77
22.	OHS Specifications .....	79

**1. Tender Notice and Invitation to Tender**

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

**CONTRACT NO. JW CYD 009/23: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED SOLID PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS.**

The tender document will be available in the form of a download from the Johannesburg Water website ([www.johannesburgwater.co.za /supply chain/tenders](http://www.johannesburgwater.co.za /supply chain/tenders)) starting from 05 August 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 22 August 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 to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	<b>Tender Cover:</b>				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	<b>Mandatory Documents at Particular Stage:</b>				
	Signed Pricing Schedule as per award and or allocation strategy	•			
3.	<b>Administrative Documentation:</b>				
	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 3.1 - Pricing Schedule – Firm Prices (Purchases) completed and signed (Acknowledgement that rates will be fixed for duration of contract).	•	•		
	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	•	•		

**CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT**

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	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 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 <b>eliminated as the qualification may impede on the ability to evaluate like with like.</b>	•			
	Occupational Health and Safety Declaration form	•	•		
	Joint Venture, consortium or equivalent agreement – if applicable	•	•		
<b>4.</b>	<b>Functionality Documentation:</b>				
	Tenderer's experience with respect to supply and delivery or provision, and installation and commissioning of online equipment such as but not limited to autosamplers, turbidity, pH, DO, MLSS and Nitrate.  The tenderer must provide Contactable Reference Letter(s) as proof.	•			
<b>5.</b>	<b>Specific Goals:</b>				
	Business owned by 51% or more – Black Youth.	•			

**CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT**

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	<ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.</li> </ul>				
	Businesses located within the boundaries of the COJ. <ul style="list-style-type: none"> <li>Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.</li> </ul>	•			
<b>6.</b>	<b>Scope of Work:</b>				
	Scope of Work and or Specifications	•			
<b>7.</b>	<b>Pricing Schedule:</b>				
	Pricing Schedule completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
<b>8.</b>	<b>Terms and Conditions:</b>				
	General Conditions of Contract	•			
	Special Conditions of Contract	•			
<b>9.</b>	<b>Other Documents</b>				
	Letter of Award			•	
	Bank Details Form			•	
	Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – if applicable		•		
	Comprehensive Health and Safety Plan (compliance with OHSE Specification			•	

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, 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.*



a world class African city



## 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:* .....

**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 favorable 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 favorable 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.

## ACKNOWLEDGEMENT OF BID CONDITIONS

- 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.
- 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 Ntengi 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 Ntengi Piliso Street, Newtown.
- 6 Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with

## ACKNOWLEDGEMENT OF BID CONDITIONS

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, pricing schedule 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, and MBD6.2 Local Production and Content. 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.
- 10 Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.
- 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

### ACKNOWLEDGEMENT OF BID CONDITIONS

procurement policy. In such a situation, Objective Criteria of Cost Effectiveness in conjunction with section 2 (1) (f) of the PPPFA is applicable to this tender.

- 17 Objective Criteria: Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
- reasonableness of the financial offer
  - reasonableness of unit rates and prices
  - 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. In such a case Objective Criteria of Risk Management based on the risk assessment will be used in conjunction with section 2 (1) (f) of the PPPFA).

18 JW Reservations:

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

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

**SIGNATURE(S) OF AUTHORIZED PERSON .....**

**DATE:.....**

**Name of bidder.....**

**of**

**Name of authorized person (in block letters) .....**



## INVITATION TO BID

MBD 1

## 5. Invitation to Bid

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER</b>					
BID NUMBER:	JW CYD 009/23	CLOSING DATE:	22 AUGUST 2024	CLOSING TIME:	10:30 AM
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED SOLID PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>JOHANNESBURG WATER</b>					
<b>TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN</b>					
<b>JOHANNESBURG, 2001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	AMANDA NKOMO		CONTACT PERSON	NTHABISENG MORE	
TELEPHONE NUMBER	011 688 4444		TELEPHONE NUMBER	011 688 1512	
E-MAIL ADDRESS	<a href="mailto:AMANDA.NKOMO@JWATER.CO.ZA">AMANDA.NKOMO@JWATER.CO.ZA</a>		E-MAIL ADDRESS	<a href="mailto:NTHABISENG.MORE@JWATER.CO.ZA">NTHABISENG.MORE@JWATER.CO.ZA</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

## INVITATION TO BID

## MBD 1

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

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR 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.

### 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](http://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:

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**MBD 3.1**

**6. Pricing Schedule – Firm Prices MBD 3.1**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder... Bid Number: JW CYD 009/23.

Closing Time: 10:30 AM

Closing Date: 22 August 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. INCLUDED)	QUANTITY DESCRIPTION	BID PRICE IN RSA CURRENCY	** (ALL APPLICABLE TAXES
-----------------------	----------------------	---------------------------	--------------------------

- Required by: .....

- At: .....

- Brand and Model .....

- Country of Origin .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**SIGNATURE(S) OF AUTHORIZED PERSON .....**

**DATE:.....**

**DECLARATION OF INTEREST**

**7. Declaration of Interest MBD 4**

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

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

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

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

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

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

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

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

## 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

#### 2. DEFINITIONS

- a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid

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

- invitation, and includes all applicable taxes;
- d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
  - e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 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	
Businesses located within the boundaries of the COJ	10	
<b>TOTAL</b>	<b>20</b>	

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

5.1 Name of company/firm.....

5.2 Company registration number: .....

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that

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

person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:**

.....

**DATE:**

.....

**ADDRESS:**

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES

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

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN PRACTICES

MBD 8

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

### CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**10. Certificate of Independent Bid Determination MBD 9**

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

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

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

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

**MBD 9**

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## 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](http://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

#### COMMODITY 1: ONLINE AUTO SAMPLER

##### Required Features

DESCRIPTION	REQUIRED FEATURES
Temperature sensor	0°C to 45°C ( $\pm 5^\circ\text{C}$ allowable limit).
Flow rate	Must be adjustable.
Start delay and composite interval	Must be adjustable.

**NB: The below specification is only for commodity 1**

1. The installation type must not be a portable autosampler, it must be a permanent installation.
2. The Sample holder must be 5 - 10 litres and of a polyethylene material.
3. The main power supply must have a battery backup with 24-hours or more.

#### COMMODITY 2: ONLINE TURBIDITY PROBE – CONTROLLER & SENSOR

##### Required Features

DESCRIPTION	REQUIRED FEATURES
Detection Range	0.00 to 10 NTU ( $+5^\circ\text{C}$ allowable limit).
Resolution	$\pm 1\%$ of the measured value.
Operating Temperature	0°C to 45°C ( $\pm 5^\circ\text{C}$ allowable limit).
Accuracy	$\pm 5\%$ of the measured value.

#### COMMODITY 3: ONLINE pH PROBES – CONTROLLER & SENSOR

##### Required Features

DESCRIPTION	REQUIRED FEATURES
Detection Range	0 to 14 pH.
Accuracy	$\pm 5\%$ of the measured value.
Resolution	$\pm 1\%$ of the measured value.
Operating temperature	0°C to 45°C ( $\pm 5^\circ\text{C}$ allowable limit).

#### COMMODITY 4: ONLINE DO PROBES – CONTROLLER & SENSOR

##### Required Features

DESCRIPTION	REQUIRED FEATURES
Detection Range	0.00 to 10.00 mg/l ( $+5^\circ\text{C}$ allowable limit).
Resolution	$\pm 1\%$ of the measured value.
Accuracy	$\pm 5\%$ of the measured value.
Operating temperature	0°C to 45°C ( $\pm 5^\circ\text{C}$ allowable limit).

## SCOPE OF WORK

### COMMODITY 5: MIXED LIQUOR SUSPENDED SOLIDS PROBES – CONTROLLER AND SENSORS

#### Required Features

DESCRIPTION	REQUIRED FEATURES
Detection Range	0.00 to 10 000mg/l (+5°C allowable limit).
Operating temperature	0°C to 45°C (±5°C allowable limit).
Resolution	±1% of the measured value.
Accuracy	±5% of the measured value.

### COMMODITY 6: NITRATE PROBES - CONTROLLER AND SENSORS

#### Required Features

DESCRIPTION	REQUIRED FEATURES
Units of measurement	mg/l NO <sub>3</sub> -N.
Accuracy	±5% of the measured value.
Detection Range	0.2 to 10 mg/l (±5°C allowable limit).
Resolution	±1% of the measured value.
Operating temperature range	0°C to 45°C (±5°C allowable limit).
Reagents	None .

#### NB: The below specification is only for commodities 2 to 6

1. Enclosure rating must be between IP65 to IP67.
2. Display must be LED or LCD with screen shield/protector.
3. Analog Output must be isolated 4-20 mA and which can be connected to SCADA or PLC.
4. Power supply must be 110/220VAC, 50/60 Hz.
5. Surge protector - all commodities (1-6) supplied, and its associated equipment must be protected against all surges, lightning strikes, etc.

**All commodities supplied must be compliant to the specification required features.**

**Lead - time of a month will be applicable.**

#### LOCATION AND DELIVERY:

##### Bushkoppie

Situated on the farm Misgund 322 IQ. Bordered by the Johannesburg- Potchefstroom Highway (P186-1) in the North, the Golden highway in the West and the N1 highway in the east.

##### Driefontein

Situated on a portion 55 of the farm Driefontein 179 IQ and is approximately 2km north of the town of Muldersdrift. The site is accessed about 1 km north of the Krugersdorp- Pretoria Highway.

##### Ennerdale

Situated on a Portion of the farm Elandsfontein 308 IQ, approximately 4 km south of the Lawley\_Jagfontein-Road.

##### Goudkoppies

Situated on the farm Goudkoppies 317 IQ The entrance is off East St. Devland

##### Northern Works

Situated on the farm Diepsloot 388Jr, approximately 8km north of the Fourways intersection.

## SCOPE OF WORK

### Olifantsvlei

Situated on the farm Olifantsvlei 316 IQ. The entrance is off Cavendish St Extension

## 14. Evaluation

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA), 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
<p>Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process.</p> <p>A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.</p>	<p>These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorized 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.</p>	<p>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.</p>	<p>The tender will be evaluated on the 80/20 preference points system according to the award strategy. 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.</p> <p>Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points claimed for preferencing.</p>

**1. Stage 1: Mandatory Evaluation Criteria:**

EVALUATION CRITERIA: (GATE KEEPERS)			
#	CRITERIA	DOCUMENTARY EVIDENCE	COMPLY (YES/NO)
1	Signed Pricing Schedule as per award and or allocation strategy		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	Completed 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 3.1	Pricing Schedule – Firm Prices (Purchases)	Completed MBD 3.1 Form.
5.	MBD 4	Declaration of Interest	Completed and signed MBD 4 Form.
6.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Completed and signed MBD 6.1 Form.
7.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed MBD 8 Form.
8.	MBD 9.	Certificate of Independent Bid Determination	Completed and signed MBD 9 Form.
9.	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 – If not submitted with the tender document points for Specific Goals won't be allocated.
10.	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	Submit applicable documentation with the tender submission

### EVALUATION

		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	
11.	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 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
12.	Annexure	Occupational Health and Safety Declaration form.	Occupational Health and Safety Declaration form.
13.	Annexure	Joint Venture, Consortium, or equivalent agreement– if applicable.	Joint Venture, Consortium, or equivalent agreement signed showing percentage ownership of parties – if applicable.

**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, and MBD 6.2 Local Production and Content.**

**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.**

## EVALUATION

### 3. Stage 3 Technical Evaluation Criteria:

The total Weighting is 100 and the Minimum Qualifying Score is 60.

The following aspects will be considered during the technical evaluation:

TENDERER'S EXPERIENCE					
CRITERIA NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
1.	Tenderer's experience with respect to supply and, delivery or provision, and installation and commissioning of online equipment such as but not limited to autosamplers, turbidity, pH, DO, MLSS and Nitrate.  The experience of supply and delivery, installation and commissioning can be obtained from multiple clients.	The tenderer must provide Contactable Reference Letter(s)/Purchase orders as proof.  <b>NB:</b> The attached reference template must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead or purchase order may be used for this purpose provided it complies with the functional criteria requirements in the Contactable Reference template.	<b>Tenderer's Experience with respect to Supply and Delivery or provision, and Installation and Commissioning of Online Equipment such as but not limited to Autosampler, Turbidity, pH, Do, MLSS and Nitrate.</b>	100	
			No Contactable Reference Letter /Purchase order.		0
			One Contactable Reference Letter / Purchase order.		60
			Two or more Contactable Reference Letters / Purchase orders.		100
The tenderer is required to obtain a minimum of 60 points in order to be evaluated further					
MINIMUM QUALIFYING SCORE				60	
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:

##### 4.1 Pricing

The following aspects will be considered in the financial offer:

- a) Costing for all items as described in the Pricing Schedule and applicable Strategies  
Review of financial offer and discrepancies between total and calculations.
- b) 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.
- c) The tender will be evaluated on the 80/20 preference system.

Refer to Pricing Schedule to complete the pricing.

##### 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

## **EVALUATION**

- Ownership by black people living in rural or underdeveloped areas or townships
- Ownership by black people with disabilities
- Ownership by black people who are military veterans
- Cooperative owned by black people

### **Gender:**

- 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.

## EVALUATION

### JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.4 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) (To be completed by the organ of state)
Business owned by 51% or more – <b>Black Youth</b>	<ul style="list-style-type: none"> <li>• Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.</li> </ul>
Businesses located within the boundaries of the COJ	<ul style="list-style-type: none"> <li>• Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.</li> </ul>

## EVALUATION

### 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 – <b>Black Youth</b>	<ul style="list-style-type: none"> <li>Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.</li> </ul>
Businesses located within the boundaries of the COJ	<ul style="list-style-type: none"> <li>Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.</li> </ul>

### 4.4 The following are the requirements for the Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practice:

Affidavit Prescribed Formats	Category	Financial Threshold
<b>Generic Enterprises</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Sector Specific Enterprises</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Construction Sector Code</b>		
	EME Contractor	Less than R3m
	BO EME BEP	Less than R1.8m
<b>Financial Sector Code</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Information Communication Technology Sector Code (ICT)</b>		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
<b>Marketing, Advertising &amp; Communication Sector Code (MAC)</b>		
> Public Relations	BO QSE	Between R5m and R10m
> Marketing, Advertising & Communications	BO EME	Less than R5m
<b>Property Sector Code</b>		
> 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
<b>Tourism Sector Code</b>		
	BO QSE	Between R5m and R45m
	BO EME	Less than R5m
<b>Specialised Enterprises</b>		
	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.

### EVALUATION

- b) Bidders who do NOT qualify as EME's and QSE's as outlined in 4.4, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.

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

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.
- (iv) Copy of certified copies will not be accepted.

N.B. A tenderer failing to submit proof of specific goals claimed as per 4.3 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:

<b>AWARD STRATEGY</b>	Award to the highest-scoring tenderer per commodity in terms of price and specific goals. No limit on the number of commodities that a tenderer can be awarded.
<b>ALLOCATION STRATEGY</b>	Allocate to the highest tenderers per commodity in terms of price and specific goals. No limit on the number of commodities that a tenderer can be allocated.

## PRICING SCHEDULE

### 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.
- 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 alternatives that they might want to offer.
- o) Pricing in full for fixed contract.

#### 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:

## PRICING SCHEDULE

- (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.

**NOTE:** Failure to adhere to the pricing instructions may lead to your tender being disqualified.

## PRICING SCHEDULE

### 16. Pricing Schedule

The Service Provider shall only claim rates / fees payable in terms of the pricing schedule below:

The costs are all inclusive and Service Provider shall only claim in terms of the pricing schedule below:

The tenderer must indicate the commodity or commodities which will be tendered for by ticking in the applicable block below:

COMMODITY #	DESCRIPTION	TICK WHERE APPLICABLE
1.	Auto Samplers	
2.	Turbidity Probes	
3.	pH Probes	
4.	Dissolved Oxygen Probes	
5	Mixed Liquor Probes	
6	Nitrate Probes	





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## COMMODITY 1 - AUTOSAMPLER

### PRICING SCHEDULE

DESCRIPTION	QTY	RATE PER ITEM	TOTAL VALUE
Supply and delivery of Autosampler	10		
Installation of Autosampler	10		
Commissioning of Autosampler	10		
Installation of surge arrestors	10		
<b>Total Value Excluding VAT</b>			
<b>VAT @ 15%</b>			
<b>Total Value Including VAT</b>			

## PRICING SCHEDULE

### COMMODITY 2 - TURBIDITY PROBE

DESCRIPTION	QTY	RATE PER ITEM	TOTAL VALUE
Supply and delivery of Turbidity probe	7		
Installation of Turbidity probe	7		
Commissioning of Turbidity probe	7		
Installation of surge arrestors	7		
<b>Total Value Excluding VAT</b>			
<b>VAT @ 15%</b>			
<b>Total Value Including VAT</b>			



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## PRICING SCHEDULE

### COMMODITY 3 - PH PROBES

DESCRIPTION	QTY	RATE PER ITEM	TOTAL VALUE
Supply and delivery of PH probe	7		
Installation of PH probe	7		
Commissioning of PH probe	7		
Installation of surge arrestors	7		
<b>Total Value Excluding VAT</b>			
<b>VAT @ 15%</b>			
<b>Total Value Including VAT</b>			

## PRICING SCHEDULE

### COMMODITY 4 - DISSOLVED OXYGEN (DO) PROBE

DESCRIPTION	QTY	RATE PER ITEM	TOTAL VALUE
Supply and delivery of DO probe	15		
Installation of DO probe	15		
Commissioning of DO probe	15		
Installation of surge arrestors	15		
<b>Total Value Excluding VAT</b>			
<b>VAT @ 15%</b>			
<b>Total Value Including VAT</b>			



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## PRICING SCHEDULE

### COMMODITY – 5 - MIXED LIQUOR SUSPENDED SOLIDS (MLSS) PROBES

DESCRIPTION	QTY	RATE PER ITEM	TOTAL VALUE
Supply and delivery of MLSS	15		
Installation of MLSS	15		
Commissioning of MLSS	15		
Installation of surge arrestors	15		
<b>Total Value Excluding VAT</b>			
<b>VAT @ 15%</b>			
<b>Total Value Including VAT</b>			

## PRICING SCHEDULE

### COMMODITY 6 - NITRATE PROBES

DESCRIPTION	QTY	RATE PER ITEM	TOTAL VALUE
Supply and delivery of Nitrate probe	7		
Installation of Nitrate probe	7		
Commissioning of Nitrate probe	7		
Installation of surge arrestors	7		
<b>Total Value Excluding VAT</b>			
<b>VAT @ 15%</b>			
<b>Total Value Including VAT</b>			

PRICING SCHEDULE

SIGNATURE(S)OF AUTHORIZED PERSON .....  
NAME OF BIDDER .....  
NAME OF AUTHORIZED PERSON IN BLOCK LETTERS .....  
BID NUMBER: .....



**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 **supply, delivery, installation and commissioning of autosamplers, turbidity probes, pH probes, dissolved oxygen probes, mixed liquor suspended solid probes and nitrate probes at various wastewater treatment works on a once off basis.**

**Name of Tenderer:**

.....

**Description of Goods and/or Services provided as per criteria 1**

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

**Name of authorized person:** .....

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

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

**Email:**.....

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

**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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## CONTACTABLE REFERENCE

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**Name of Tenderer:**

.....

**Description of Goods and/or Services provided as per criteria 1**

.....

.....

.....

**Name of authorized person:** .....

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

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

**Email:**.....

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

***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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**Name of Tenderer:**

.....

**Description of Goods and/or Services provided as per criteria 1**

.....

.....

.....

**Name of authorized person:** .....

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

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

**Email:**.....

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

**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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## CONTACTABLE REFERENCE

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **supply, delivery, installation and commissioning of autosamplers, turbidity probes, pH probes, dissolved oxygen probes, mixed liquor suspended solid probes and nitrate probes at various wastewater treatment works on a once off basis.**

**Name of Tenderer:**

.....

**Description of Goods and/or Services provided as per criteria 1**

.....

.....

.....

**Name of authorized person:** .....

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

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

**Email:**.....

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

***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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## SPECIAL CONDITIONS

### 18. Special Conditions:

#### **GENERAL**

- NB** The attention of the tenderer is drawn to the fact that General Conditions of Contract shall apply, where applicable, to this contract.

#### **DEFINITIONS:**

- 1.1 That "Johannesburg Water (Soc) Ltd" shall hereinafter be referred to as "JW".
- 1.2 The "Managing Director" shall mean the Managing Director: Johannesburg Water (Soc) Ltd or his authorised representative.
- 1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

#### **PRICE:**

- 2.1 All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all discounts and settlement discounts have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- 2.2 A firm price tender will be preferred for this tender

#### **SURETY BOND**

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

#### **COMPLIANCE WITH LEGISLATION AND SPECIFICATION:**

- 4.1 The Contractor shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
- 4.2 The Contractor shall comply with all the requirements prescribed in the specification.

#### **SAFETY:**

- 5.1 Without derogation from the generality of Clause 4.1, or from any other provision of this contract, the Contractor shall at all times during the contract, comply in all respects with the safety and other requirements of the Occupational Health and Safety Act of 1993 and the regulations applicable hereunder.

#### **EMPLOYMENT OF LABOUR:**

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

#### **INSURANCE AND INDEMNIFICA TION:**

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

## SPECIAL CONDITIONS

- 7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Contractor within 21 days of notification of acceptance of the tender.
- 7.3 The Contractor shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.
- 7.4 Copies of such insurances and indemnifications must be supplied to JW within 21 days of notification of acceptance of the tender.

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

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

### **DISPUTES:**

- 9.1 In the event of any dispute arising between JW and the Contractor in connection with or arising out of the contract, it shall be referred to the

### **SPECIAL CONDITIONS**

Managing Director of JW who shall state his decision in writing and give notice of the same to the Contractor within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Contractor subject to clause 9.2

- 9.2 Should the Contractor be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submitted to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.
- 9.3 Not later than one week after receipt of the notice calling for arbitration, JW may give notice to the Contractor that the dispute or disputes be settled by the Court of Law having jurisdiction.

### **SCOPE OF CONTRACT:**

- 10.1 The Contractor shall be required to supply, deliver, install and commission of autosampler, turbidity probes, pH probes, dissolve oxygen probes, mixed liquor suspended solids probes and nitrate probes as specified in this document with the equipment brochures.

### **DURATION:**

- 11.1 The tenure of the contract shall be with effect from the date of signing the contract for a once off basis.

### **QUANTITIES**

- 12.1 The estimated quantities indicated in the document are fixed. The Contractor shall be bound to supply quantities as stipulated by JW.

### **PLACE AND TIME OF DELIVERIES:**

- 13.1 Delivery shall be made to various wastewater treatment plants operated by JW and during normal working hours, Monday to Friday 08.00 hours to 15.30 hours. - Contact Hope Makola (Online Monitoring Manager) at 011 483 4421 or 071 334 3320 or [hope.makola@jwater.co.za](mailto:hope.makola@jwater.co.za)
- 13.2 The tenderer is required to provide labour and equipment for the delivery of various online autosampler and probes.

### **TENDER VALIDITY:**

- 14.1 The Tender shall be valid for a period of 90 days from the date of closing of Tenders.

### **ADJUDICATION OF TENDERS:**

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

### **ACCEPTANCE OF TENDER:**

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

## **SPECIAL CONDITIONS**

- COMPLETENESS:** 17.1 Failure by the tenderer to supply the online equipment offered in the Pricing schedule will render the tender liable to rejection on the grounds of being incomplete.

## **PENALTIES FOR DEFECTIVE QUALITY**

- 18.1 If any delivery of the online equipment supplied is defective in quality by reason of any specification criteria being outside the tolerances stated in the manufacturer's specifications, then the equipment will be returned to the supplier.
- 18.2 The Contractor shall advise Johannesburg Water immediately in writing if they propose substituting the online equipment offered with another alternative during the once off supply of the equipment. Johannesburg Water retains the sole discretion to accept the proposed alternative equipment or otherwise. Tenderers should note that JW would only accept alternative online equipment under exceptional circumstances. Any alternative online equipment would be subject to the specifications given in the tender document.

## **PENALTIES FOR FAILURE TO DELIVER**

- 19.1 If the Contractor fails to deliver the required quantity of online equipment by the due date; a penalty of 1(one) per cent of the total current order value of the contract for each day's delay in delivery of the product shall be applied.  
Alternatively, Johannesburg Water reserves the right to purchase the online equipment elsewhere and to deduct any extra expense in excess of the tender rates so incurred from any sum due under this tender, or to recover the amount from the Contractor as a debt.
- 19.2 No liability in terms of Clause 20.1 shall attach to the Contractor if he/she shall prove to the satisfaction of the Online Monitoring Manager that the delivery has been delayed or become impossible due to fire, war, riot, strikes, the act of God, lockout, accident or other unforeseen occurrence or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified Johannesburg Water in writing within 24 (twenty-four) hours of it first coming to the Contractor's notice, that delivery will be delayed or become impossible for the above mentioned reasons.

## **ENQUIRIES**

- 20.1 Any clarity information required may be obtained from Amanda Nkomo on 011 483 9544 or email [amanda.nkomo@jwater.co.za](mailto:amanda.nkomo@jwater.co.za)

## **NOTICE**

- 21.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-
- 22.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered, in which event such notice shall be deemed to have been received on the 7<sup>th</sup> (seventh) business day after



### SPECIAL CONDITIONS

posting (unless the contrary is proved); or

- 22.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery; or
- 22.1.3 Sent by telefax to its chosen telefax number stipulated in 16.1, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 22.1.4 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

### ACRONYMNS TABLE

ACRONYM	FULL NAME
DO	Dissolved Oxygen
MLSS	Mixed Liquor Suspended Solids
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition
LED	Light emitting diode
LCD	Liquid crystal display

**19. General Conditions of Contract**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

**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.

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.

## GENERAL CONDITIONS OF CONTRACT

### 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.

### 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

## GENERAL CONDITIONS OF CONTRACT

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

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



## GENERAL CONDITIONS OF CONTRACT

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, 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 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



## GENERAL CONDITIONS OF CONTRACT

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 other 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.

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

## GENERAL CONDITIONS OF CONTRACT

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.

## GENERAL CONDITIONS OF CONTRACT

### 29. Governing language

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

Revised May 2013

### 20. 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.

<b>Supplier Name</b>	
<b>Contact Person</b>	
<b>Email Address</b>	
<b>Telephone Number</b>	
<b>Fax Number</b>	

#### Bank Information

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

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** \_\_\_\_\_

## **21. JW POPIA Privacy Statement.**

In terms of the Protection of Personal Information Act, 213 (Act 4 of 2013), also called the POPI Act or POPIA, Johannesburg Water SOC Limited, undertakes all reasonable measures to protect personal information and to keep it private and confidential.

### **1. Privacy Notice applies to:**

Suppliers, vendors, contractors, service providers, etc whether appointed or prospective.

### **2. Definitions of personal information**

According to the Act “personal information” means information relating to an identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person. All addresses including residential, postal and email addresses.

### **3. About the Public Entity**

Johannesburg Water (SOC) Limited, registration number 2000/029271/30

#### **3.1 The information we collect**

We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.

#### **3.2 How Johannesburg Water use your information**

We will use your personal information only for the purposes for which it was collected and agreed with you. For example: to gather contact information, to confirm and verify your identity, for the evaluation and adjudication of bids and quotations for tenders, request for quotations, and other personal information for the procurement of goods and services by the Entity.

#### **3.3 Disclosure of information**

We may disclose your personal information to our Shareholder, the City of Johannesburg, and other Government agencies such as National Treasury, and the Auditor-General of South Africa. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law;
- Where we believe it is necessary to protect our rights.

#### **3.4 Information Security**

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorised access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept

## **JW POPIA PRIVACY STATEMENT**

secure. We will ensure that anyone whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

### **3.5 Your rights: Access to Information**

You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at [informationofficer@jwater.co.za](mailto:informationofficer@jwater.co.za), and specify what information you require.


### **3.6 Correction of your personal information**

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your identification document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate and up to date.

### **3.7 How to contact us**

If you have any queries about this document; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers listed on our website or send an email to [informationofficer@jwater.co.za](mailto:informationofficer@jwater.co.za)


## OHS SPECIFICATIONS

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

### 22. OHS Specifications.

# ANNEXURE 1: BASELINE RISK ASSESSMENT


## OHS SPECIFICATIONS

OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
 <p>Johannesburg Water</p>	PROJECT NUMBER: CYD 009/23
	PROJECT LOCATION: Various Wastewater Treatment Works
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# ANNEXURE 2: MEDICAL SCREENING POLICY




## OHS SPECIFICATIONS

OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
 <p>Johannesburg Water</p>	PROJECT NUMBER: CYD 009/23
	PROJECT LOCATION: Various Wastewater Treatment Works
	PROJECT DESCR: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

## ANNEXURE 3: SIGN OFF FORM


## OHS SPECIFICATIONS

OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
 Johannesburg Water	PROJECT NUMBER: CYD 009/23
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## ANNEXURE 4:

### JW 6.4 (RETURNABLE ANNEXURE A)

## OHS SPECIFICATIONS

OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
 Johannesburg Water	PROJECT NUMBER: CYD 009/23
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## OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION: BASELINE RISK ASSESSMENT

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### POSSIBLE RISKS FOR THIS PROJECT

Task	Hazard	Risk	Consequence	Rating	Controls
Installation of equipment	<ul style="list-style-type: none"> <li>Working next to clarifiers / bioreactors</li> </ul>	<ul style="list-style-type: none"> <li>Falling inside the bioreactor / clarifier</li> </ul>	<ul style="list-style-type: none"> <li>Fatalities</li> </ul>	<b>E</b>	<ul style="list-style-type: none"> <li>Ensure that handrailing is used when walking on bridges.</li> <li>Avoid standing too close or leaning on the edges / walls.</li> <li>Develop an SOP for working near water</li> </ul>
	<ul style="list-style-type: none"> <li>Poor housekeeping</li> </ul>	<ul style="list-style-type: none"> <li>Trips and falls into clarifiers / bioreactors</li> </ul>	<ul style="list-style-type: none"> <li>Fatalities</li> </ul>	<b>E</b>	<ul style="list-style-type: none"> <li>Ensure that good housekeeping is maintained at all times.</li> <li>Limit the amount of access around the project site.</li> </ul>
	<ul style="list-style-type: none"> <li>Live electric cables</li> </ul>	<ul style="list-style-type: none"> <li>Electric Shock</li> </ul>	<ul style="list-style-type: none"> <li>Serious injuries</li> </ul>	<b>H</b>	<ul style="list-style-type: none"> <li>Ensure that electricity supply is switched off during installation.</li> <li>Implement lockout procedures</li> </ul>
	<ul style="list-style-type: none"> <li>Working at wet areas</li> </ul>	<ul style="list-style-type: none"> <li>Electric shock</li> </ul>	<ul style="list-style-type: none"> <li>Serious injuries / fatalities</li> </ul>	<b>H</b>	<ul style="list-style-type: none"> <li>Avoid doing electrical work at wet areas</li> <li>Ensure that cables are protected from wet surfaces</li> </ul>
	<ul style="list-style-type: none"> <li>Inadequate wiring</li> </ul>	<ul style="list-style-type: none"> <li>Electric fault</li> <li>Fire</li> </ul>	<ul style="list-style-type: none"> <li>Serious injuries</li> <li>Property damages</li> </ul>	<b>H</b>	<ul style="list-style-type: none"> <li>Only competent persons to do the electrical work</li> </ul>



## OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION: BASELINE RISK ASSESSMENT

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Task	Hazard	Risk	Consequence	Rating	Controls
	<ul style="list-style-type: none"> <li>Use of faulty cables</li> </ul>	<ul style="list-style-type: none"> <li>Fire ignition</li> </ul>	<ul style="list-style-type: none"> <li>Burns/ damages</li> </ul>	<b>M</b>	<ul style="list-style-type: none"> <li>Visual inspection of cable before use</li> </ul>
	<ul style="list-style-type: none"> <li>Cables lying around</li> </ul>	<ul style="list-style-type: none"> <li>Trip and falls</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> </ul>	<b>L</b>	<ul style="list-style-type: none"> <li>Proper housekeeping</li> <li>Cables to be kept neatly in cable racks</li> </ul>
<b>General activities</b>	<ul style="list-style-type: none"> <li>Site access</li> </ul>	<ul style="list-style-type: none"> <li>Unattended visitors</li> <li>Not following site rules</li> </ul>	<ul style="list-style-type: none"> <li>Injuries</li> </ul>	<b>H</b>	<ul style="list-style-type: none"> <li>Induction to be conducted when entering site</li> <li>Personnel to be escorted</li> </ul>
	<ul style="list-style-type: none"> <li>Work temperature</li> </ul>	<ul style="list-style-type: none"> <li>Exposure to temperature extremes</li> </ul>	<ul style="list-style-type: none"> <li>Ill health</li> </ul>	<b>L</b>	<ul style="list-style-type: none"> <li>Staff to take rest breaks</li> <li>Drinking water must be available</li> </ul>
	<ul style="list-style-type: none"> <li>Exposure to wastewater</li> </ul>	<ul style="list-style-type: none"> <li>Splashes by wastewater</li> </ul>	<ul style="list-style-type: none"> <li>Ill health</li> </ul>	<b>L</b>	<ul style="list-style-type: none"> <li>Employees to wear proper PPE</li> <li>PPE too be washed regularly</li> <li>Promote hygiene and regular handwashing</li> <li>Employees to be informed about the risks</li> </ul>
Working on site	<ul style="list-style-type: none"> <li>Unhappy community</li> <li>Criminals</li> </ul>	<ul style="list-style-type: none"> <li>Community coming to site</li> <li>Violence against employees</li> </ul>	<ul style="list-style-type: none"> <li>Property damages</li> <li>Serious injuries</li> </ul>	<b>H</b>	<ul style="list-style-type: none"> <li>Develop an emergency response procedure</li> <li>Meet with the community and all stakeholders prior to commencement of the project</li> <li>Keep all gates locked at all times</li> </ul>



## OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION: BASELINE RISK ASSESSMENT

PROJECT NUMBER:	CYD 009/23
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Task	Hazard	Risk	Consequence	Rating	Controls
					<ul style="list-style-type: none"> <li>Have the contact details of the nearest police station / JMPD offices</li> <li>Liaise with JW Stakeholder relations department.</li> <li>Stop work and evacuate employees where possible</li> <li>Report any suspicious activities to security as soon as possible.</li> </ul>
	<ul style="list-style-type: none"> <li>Unfavourable weather conditions</li> </ul>	<ul style="list-style-type: none"> <li>Exposure to temperature extremes</li> </ul>	<ul style="list-style-type: none"> <li>Heat exhaustion</li> <li>Frost bite</li> </ul>	<b>M</b>	<ul style="list-style-type: none"> <li>Provide employees with water for cooling down.</li> <li>Provide employees with warm jackets during winter and gloves</li> <li>Provide 5-minute rest periods for every 30 minutes of exposure to temperature extremes.</li> </ul>
<b>Welding</b>	<ul style="list-style-type: none"> <li>Fumes</li> </ul>	<ul style="list-style-type: none"> <li>Inhalation</li> </ul>	<ul style="list-style-type: none"> <li>Respiratory problems</li> </ul>	<b>M</b>	<ul style="list-style-type: none"> <li>Wear respiratory protection</li> </ul>
	<ul style="list-style-type: none"> <li>Sparks</li> </ul>	<ul style="list-style-type: none"> <li>Contact with skin</li> </ul>	<ul style="list-style-type: none"> <li>Skin burns</li> </ul>	<b>L</b>	<ul style="list-style-type: none"> <li>Personal Protective Equipment to include face, eye and skin protection</li> </ul>
	<ul style="list-style-type: none"> <li>Sparks</li> </ul>	<ul style="list-style-type: none"> <li>Fire</li> </ul>	<ul style="list-style-type: none"> <li>Damage to property</li> <li>Fatalities</li> </ul>	<b>H</b>	<ul style="list-style-type: none"> <li>Provide fire extinguisher</li> <li>Provide screens</li> </ul>



## OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION: BASELINE RISK ASSESSMENT

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Task	Hazard	Risk	Consequence	Rating	Controls
					<ul style="list-style-type: none"> <li>Remove all sources of combustion and hazardous chemicals from welding area</li> </ul>
	<ul style="list-style-type: none"> <li>Welding arc</li> </ul>	<ul style="list-style-type: none"> <li>Starring welding arc</li> </ul>	<ul style="list-style-type: none"> <li>Eye irritation</li> </ul>	<b>L</b>	<ul style="list-style-type: none"> <li>Safety goggles to be worn</li> </ul>
<b>Cutting and drilling</b>	<ul style="list-style-type: none"> <li>Drilling</li> <li>Drill bit</li> <li>Drill sharp metal fibres</li> <li>High Noise Levels</li> <li>Cutting Grinder/Disc</li> <li></li> </ul>	<ul style="list-style-type: none"> <li>Vibration</li> <li>Cutting edges</li> <li>Eye penetration</li> <li>Finger cuts</li> <li>Expose to high noise level area</li> <li>Uncontrolled disc</li> <li>Electrical equipment failure</li> <li>Sharp window edges</li> </ul>	<ul style="list-style-type: none"> <li>Damaged hearing</li> <li>Carpal tunnel syndrome</li> <li>Cuts/ injuries</li> <li>Eye irritation / blindness</li> <li>Injuries</li> <li>Eye injuries</li> </ul>	<b>M</b>	<ul style="list-style-type: none"> <li>Use hearing protection when exposed to excessive noise levels (greater than 85 dB over an 8-hour work period)</li> <li>Assess noise level with sound level meter if possibility exists that level may exceed 85dB.</li> <li>Rotate drilling tasks to minimize worker exposure to equipment vibration.</li> <li>Use right size of a drill to drill different layers of the ground</li> <li>Assess manual guide carefully to ensure correct usage of portable electrical devices.</li> </ul>



## OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION: BASELINE RISK ASSESSMENT

PROJECT NUMBER:	CYD 009/23
PROJECT LOCATION:	Various Wastewater Treatment Works
PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

### RISK ASSESSMENT MATRIX

Likelihood	Consequences				
	Insignificant (minor problem easily handled by normal day to day processes)	Minor (Some disruption possible e.g., damage equal to R150k)	Moderate (significant time / resources required. E.g., damage equal to R500k)	Major (Operations severely damaged. E.g., damages equal to R1m)	Catastrophic (business survival is at risk. Damage equal to R5m – 10m)
Almost certain (90% chance)	High	High	Extreme	Extreme	Extreme
Likely (between 50-90%)	Moderate	High	High	Extreme	Extreme
Moderate (between 10-50%)	Low	Moderate	High	Extreme	Extreme
Unlikely (between 3-10%)	Low	Low	Moderate	High	Extreme
Rare (<3%)	Low	Low	Moderate	High	High



# **JOHANNESBURG WATER (SOC) LTD**

## **MEDICAL SCREENING POLICY**

**JW CYD 009/23: SUPPLY, DELIVERY,  
INSTALLATION AND COMMISSIONING OF  
AUTOSAMPLERS, TURBIDITY PROBES, PH  
PROBES, DISSOLVED OXYGEN PROBES, MIXED  
LIQUOR SUSPENDED PROBES AND NITRATE  
PROBES AT VARIOUS WASTEWATER TREATMENT  
WORKS ON A ONCE OFF BASIS**

## NOTICE

It is the Contractor's responsibility to ensure that medical surveillance requirements specified in the Occupational Health and Safety Act (85/1993) and Regulations and any other applicable legal and Johannesburg Water's requirements are fully complied with.

This document is meant to facilitate the Contractor's compliance to applicable requirements and does not replace the applicable legal requirements.

This document may be revised at any time to include applicable legal requirements not currently included that may come to the attention of Johannesburg Water in future. The Contractor will accordingly be responsible to comply with the revised requirements as might be necessary.

Where methods to ensure legal compliance have been specified in this document, Contractors may submit alternative detailed method statements for consideration and approval by Johannesburg Water. Johannesburg Water may, at its sole discretion, reject or accept such alternative methods.

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## **1 PURPOSE OF THE MEDICAL SURVEILLANCE REQUIREMENTS PROCEDURE**

The purpose of this Medical Surveillance Requirements Procedure is to facilitate the achievement of legal compliance relating to medical surveillance by all Consultants, Contractors, Subcontractors and suppliers that will be working on the Johannesburg Water project and to ensure that employees are fit to work in the roles that they have been employed to execute and remain so for their duration on the project site.

This document represents the minimum requirements for medical surveillance and does not replace applicable legal requirements.

## **2 MEDICAL SURVEILLANCE OBJECTIVES**

The Johannesburg Water main objectives for medical surveillance are:

- a) To ensure compliance with all applicable medical surveillance legal requirements.
- b) To ensure compliance with all Johannesburg Water's requirements regarding medical surveillance.
- c) To ensure that employees are fit to execute the work for which they have been employed.
- d) To prevent employees from acquiring occupational diseases or illnesses.
- e) To ensure early detection and treatment of occupational diseases and to prevent the aggravation of existing medical conditions.
- f) To ensure that employees on departure from the project have not contracted any occupational diseases and to enable any such condition that arises to be suitably addressed.

All contractors are required to demonstrate total commitment towards the achievement of these objectives.

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### 3 GENERAL REQUIREMENTS

- 3.1 The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- 3.2 An initial health evaluation shall be carried out by an occupational health practitioner immediately after a person commences employment, where any exposure exists or may exist, which comprises:
- an evaluation of the employees medical and occupational history;
  - a physical examination; and
  - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- 3.3 Medical surveillance & Immunization shall be done accredited institutions or occupational health doctor, including, but not limited to:
- a) Audiograms.
  - b) A cardio-respiratory examination, including full size chest x-rays (***If lung function tests are abnormal***)
  - c) Lung function tests.
  - d) Eye/ sight tests.
  - e) A general physical examination.
  - f) A review of previous medical history.
  - g) Blood pressure tests
  - h) Glucose tests

Copies of all medical certificates shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent to prior to site establishment and before an employee is allowed to come onto site.

Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.

An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all

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exit medical certificates shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent.

Medical surveillance shall address all occupational health risks to which the employee is exposed, identified through the risk assessment referred to in section 4 below.

Retention monies will be withheld if the exit medical is not complete for all employees.

The cost of all medical examinations will be borne by the Contractor as provision is made on the bill of quantities.

#### **4 OCCUPATIONAL HEALTH RISK ASSESSMENT**

4.1 The Contractor shall conduct an occupational health risk assessment prior to site establishment.

4.2 The Contractor shall ensure that, as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.

4.3 The methodology used by the contractor to assess occupational health risks associated with their activities shall be submitted to Johannesburg Water for approval by the Johannesburg Water Project Specialist or Appointed OHS Agent prior to site establishment. The methodology should take the following into consideration, among others:

- a) Legal requirements.
- b) Normal activities undertaken by the contractor.
- c) Abnormal situations (e.g. unanticipated breakdown of equipment etc).
- d) Emergency situations (e.g. fires, exposure to chemicals).
- e) Changes in work procedures and methods.
- f) Previous experience.

4.4 A risk register that will include the following shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent before site establishment.

- a) All occupational health risks identified during the occupational health risk assessment.

~~b) A list of the occupational health risks that have been identified as being significant.~~

- c) Reference to the method statements, measures or procedures that will be followed to either eliminate or reduce the significant risks to tolerable levels.

4.5 The Contractor shall, in writing, clearly explain how each occupational health risk assessed to be significant will be addressed to eliminate or reduce it to a tolerable level and submit it for approval by the Johannesburg Water Project Specialist or Appointed OHS Agent before site establishment. This may be through method statements or written operational control procedures. Associated responsibilities and authorities shall be clearly defined. All method statements shall reflect at least:

- a) When the activities relating to the method statement will be conducted (timing).
- b) Materials to be used.
- c) Equipment and staffing requirements.
- d) The proposed construction procedure designed to implement the relevant requirements.
- e) The system to be implemented to ensure compliance with the method statement.
- f) Any other information deemed to be necessary by the Johannesburg Water Project Specialist or Appointed OHS Agent and/or the contractor's responsible person.

4.6 For significant occupational health risks identified after site establishment, method statements shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent at least 10 working days before the start of the associated activity, when possible.

4.7 All changes to approved method statements or procedures shall be approved in writing by the Johannesburg Water Project Specialist or Appointed OHS Agent.

4.8 The contractor's Responsible Person shall retain records of any amendments and shall ensure that only the most current approved version of any method statement or procedure is used.

4.9 Every occupational health risk that is identified during the risk assessment process shall be conveyed to every employee whose work is associated with the risk. This may be done in the form of a toolbox talk but does not replace the toolbox talk entirely. Each employee shall sign to confirm an understanding of the occupational health risks in the tasks.

- 4.10 Occupational health risk assessments may be combined with safety and environmental risk assessments, but the consideration of occupational health issues shall be clearly reflected in the records generated and maintained.
- 4.11 The occupational health risk assessment process and effective implementation of measures to eliminate or reduce identified risks is the responsibility of the Contractor. Johannesburg Water will closely monitor the effectiveness of implemented measures.

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## Acknowledgement of JW Medical Screening Policy

**Name of Contractor**

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I, the undersigned, hereby acknowledge that I have obtained copies of JW Medical Screening Policy and confirm that I fully understand them and the consequences of non-compliance.

Signed at ..... on this ..... Day of ..... 20.....

**Signature of Contractor / Mandatory**

**Date**

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**Signature of 16.2 / Construction Manager**

**Date**

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**Witness 1 .....**

**Witness 2 .....**



 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
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## VOLUME 2


# Occupational Health & Safety Specification

**JW CYD 009/23**

**SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS**

Prepared by: OHS Department PO Box 61542 Marshalltown 2107  Tel: +27 11 688 1476	PRINCIPAL CONTRACTOR:	
	CEO (16.1 APPOINTEE):	
	TELEPHONE NUMBER:	
	FAX NUMBER	
	E-MAIL ADDRESS:	
	SIGNATURE:	

CLIENT SHE SPECIFICATION – JOHANNESBURG WATER SOC LTD VOLUME 2.4 – SEPTEMBER 2016	Page Number Page 1 of 33
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 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

### General Notification


This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (Johannesburg Water SOC Ltd.) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Johannesburg Water SOC Ltd, irrespective whether the contract work constitutes construction work or not.

The Contract Specification is contained in Volume 1 of the contract documents in Part 3: Scope of Work.


### Acknowledgements

This Occupational Health & Safety (OHS) Specification was developed by the internal OHS Department for the sole use by Johannesburg Water SOC Ltd. The issue date of this SHE Specification is September 2016.

ITEM	Page no
1. Introduction	6
1.1 JW's commitment to SHE management	6-7
1.2 Scope of SHE specification	7
1.3 Omissions	7
1.4 Change management	7
2. Overview of contractor management	7
2.1 Contractor management process	8
3. SHE Documentation	9
3.1 Safety file	9
3.2 Principal Contractor appointment	9-10
3.3 37.2 agreement	10-11
3.4 SHE plan	11
3.5 Legislative framework	11
3.6 SHE Policy	11
3.7 Appointments & competencies	11
3.7.1 Appointment index	12
3.8 Insurances	13
3.9 Costing for SHE	13
3.10 Sub-contractors	13
3.11 Notification of construction work	13
3.12 Construction work permit	14
4. Organisational Structure / Organogram	14
5. Commitment to SHE	14
6. HIRA	14-15
6.1 Baseline risk assessment	16

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS


6.2	Issue based risk assessment	16
6.3	Continuous risk assessment	16
6.4	Safe work procedures	17
7.	Incident Management	17
7.1	Reporting	17
7.2	Investigation	18
7.3	Close-out	18
7.4	Lost time injury rate	18
8.	Medicals screening requirements	18-19
9.	Emergency management	18-20
10.	SHE Training	20-21
11.	PPE requirements	21
12.	Disciplinary processes	21
13.	Site rules	21
14.	Public health and safety	21
15.	Refusal to work	22
16.	Security on site	22
17.	Accommodation on site	22
18.	Welfare facilities	22-24
19.	Compliance monitoring	22
19.1	Inspections	23
19.2	Audits	23-24
19.3	Work stoppages	24
19.4	Non-compliance monitoring	25-41
20.	Operational Control	25-27
20.1	Excavations	27-29
20.2	Confined space entry	29-30
20.3	Barricading	30
20.4	Symbolic signage	30-31
20.5	Use and storage of flammables	31-32
20.6	Hazardous chemical substances	32
20.7	Fire prevention and protection	32-33
20.8	Stacking and storage	33
20.9	Housekeeping	34
20.10	Traffic management	34

OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION		
 Johannesburg Water	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

20.11	Hand tools	34-35
20.12	Portable electrical equipment	35
20.13	Lifting equipment and machinery	35-38
21.14	Ladders	38-39
21.15	Construction vehicles and mobile plant	39
21.16	Fall protection	39-40
21.17	Structures	40
21.18	Explosive powered tools	40
21.19	Bulk mixing	41
21.20	Electrical installations	41-43
21.21	Demolition work	44
22.	Monthly reporting	45
23.	Project close out	45
24.	Sign off form	46

## ABBREVIATIONS


Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GMR	General Machinery Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
JW	Johannesburg Water (SOC) Ltd
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PER	Pressure Equipment Regulations
SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

SOC	State Owned Company
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## DEFINITIONS

Word / Phrase	Definition
<b>“WCL 1”, “WCL 2” and “WCL 22”</b>	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
<b>Competent Person</b>	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act 67 of 2000).
<b>Construction work</b>	Any work in connection with: <ul style="list-style-type: none"> <li>a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure</li> <li>b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work</li> </ul>
<b>Contractor (inclusive of Principal Contractor)</b>	Any organization, person, entity performing activities for or on behalf of Johannesburg Water SOC Ltd.
<b>Corrective Action</b>	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
<b>Employee</b>	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person
<b>Employer</b>	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956)
<b>Hazard</b>	Means a source of or exposure to danger.
<b>Hazard identification</b>	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
<b>Incident</b>	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.
<b>Machinery</b>	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy
<b>Mandatory</b>	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user
<b>Medical surveillance</b>	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
<b>Method Statement</b>	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
<b>Principal Contractor</b>	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
<b>SHE File</b>	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

<b>SHE Plan</b>	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.
<b>Workplace</b>	Any physical location in which work related activities are performed under the control of the organization.

## 1. Introduction

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Johannesburg Water SOC Ltd is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring Johannesburg Water SOC) Ltd. to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers / Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Johannesburg Water SOC Ltd. achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENTAL (SHE) SPECIFICATION FOR THE INTENDED WORK. The Contract Specification is contained in Volume 1 of the contract documents. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.

***Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Johannesburg Water SOC Ltd (SOC) Ltd..***

### 1.1 Johannesburg Water SOC Ltd's commitment to Occupational Health, Safety & Environmental (SHE) Management

Johannesburg Water SOC Ltd is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

## 1.2 Scope of Occupational Health, Safety and Environmental (SHE) Specification

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

In particular, Johannesburg Water SOC Ltd will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

## 1.3 Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Johannesburg Water SOC Ltd on compliance to the applicable legal requirements related to the activity / task / process.

## 1.4 Change management

Whenever Johannesburg Water SOC Ltd identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between Johannesburg Water SOC Ltd and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the SHE Plan / File framework.

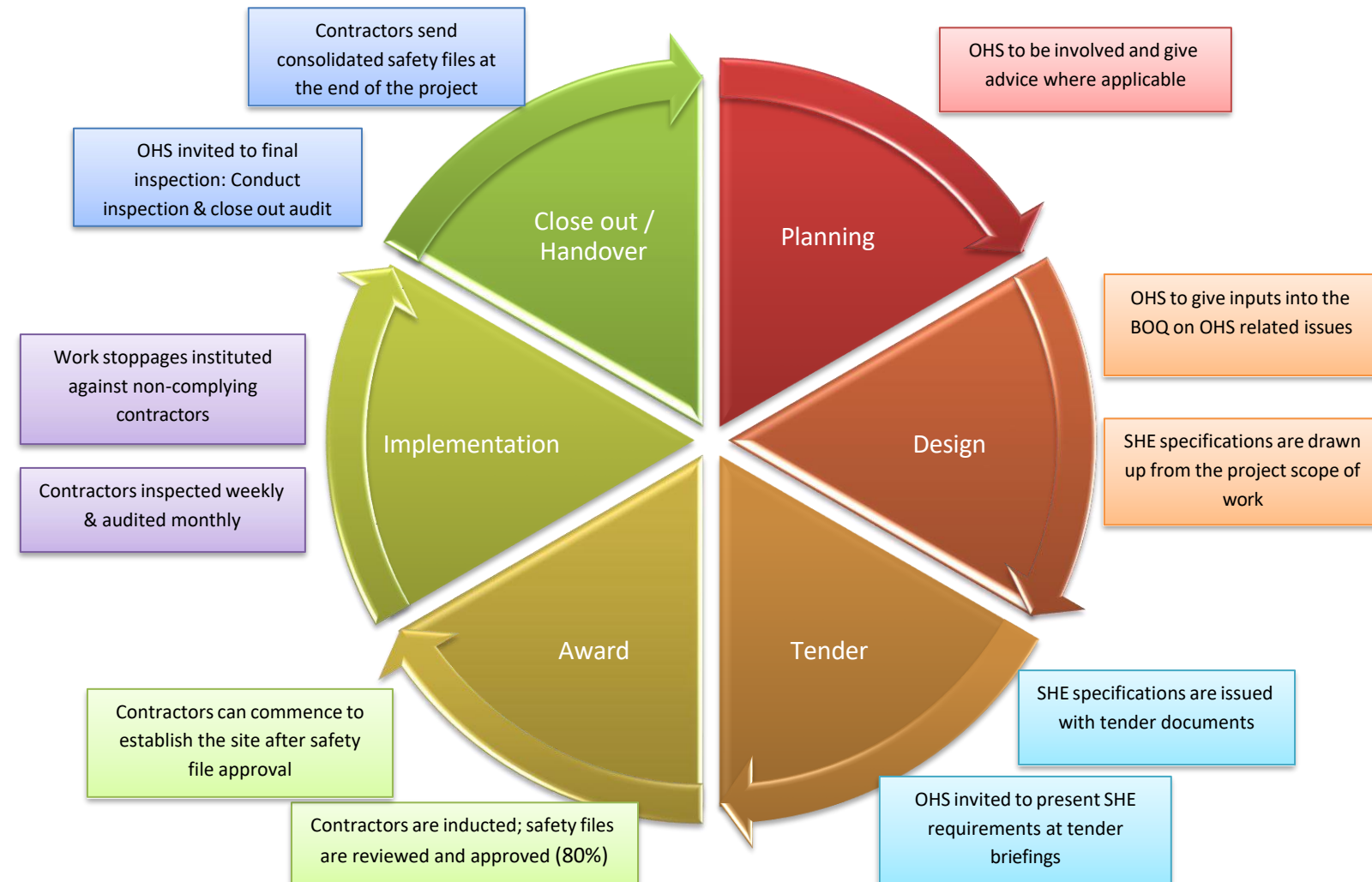
## 2 Overview of contractor management process

The contractor management process consists of the following phases:


- Tender briefing and tender documentation;
- Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
- Appointed contractor to attend SHE system induction;
- Preparation of SHE File by Principal Contractor;
- Evaluation of SHE File;
- Principal Contractor engagement phase;
- Project close-out and submission of consolidated Health & Safety File.



OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
PROJECT NUMBER:	JW CYD 009/23
PROJECT LOCATION:	Various Wastewater Treatment Works
PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS





 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
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## 2. SHE DOCUMENTATION

### 2.1 Safety file

The Principal Contractor will prepare a SHE File containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

At a minimum the SHE File will contain the following documentation:

- Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COIDA Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Johannesburg Water SOC Ltd.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix / plan;
- Arrangements with contractors and/or mandatories;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
  - Accident and/or incident notifications, investigation & control register;
  - Occupational health and safety representatives inspection register;
  - Template for entry into confined space;
  - Toolbox talks pro-forma;
  - Fall protection inspections template;
  - First-aid box content template;
  - Record of first-aid treatment template;
  - Fire equipment inspection and maintenance template;
  - Ladder inspection template;
  - Machine safety inspections template (including machine guards, lock-outs etcetera);
  - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
  - Inspection templates of scaffolding;
  - Inspections templates of structures;
  - Templates of issuing of Personal Protective Equipment;
  - Monthly reporting and recording of statistics templates;
  - Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;
- Medical examination tests
- Vaccination records

### 2.2 Principal contractor appointment

CLIENT SHE SPECIFICATION – JOHANNESBURG WATER SOC LTD	Page Number
VOLUME 2.4 – SEPTEMBER 2016	Page 9 of 33

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
  - a) Prepare a site specific SHE file based on client SHE specification and project scope.
  - b) Have an updated Letter of Good standing.
  - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
  - d) Ensure SHE file submitted before work commences to Johannesburg Water for evaluation and approval.
  - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
  - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
  - g) All employees undergo his control undergo company specific induction and Johannesburg water induction.
  - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
  - i) Ensure employees are trained on company procedures, policies, method statements and informed of the Johannesburg Water SHE requirements as per the specification.
  - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
  - k) Sign the 37 (2) Agreement between Johannesburg Water and themselves before any work commences and kept on their SHE file.
  - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
  - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
  - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
  - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
  - p) Ensure the safety of employees who are taking legal medication.
  - q) Must hand over a consolidated SHE file at the end of the contract.
  - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
  - s) Investigate all incidents and report to Johannesburg water and ensure all reportable incidents as per the legislative requirement are complied with.
  - t) Ensure work is supervised by competent personnel and that work is done by competent employees.
  - u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
  - v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
  - w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
  - x) Ensure first aid kit is made available in case of any emergency.
  - y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
  - z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
  - aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
  - bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
  - cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
  - dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
  - ee) Ensure that all his or her employees have a valid medical certificate of fitness.

 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

### 2.3 37.2 Agreement

- Johannesburg Water will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

### 2.4 SHE Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of Johannesburg Water.

### 2.5 Legislative framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COID)
- Local by-laws and provincial ordinances

### 2.6 SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.


The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;

- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.

### 2.7 Appointments and competencies

- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

### 2.8 Supervision of construction work

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a **single site** on a full time basis.
- JW should be informed in writing of the absence of the above-mentioned on site.

#### Appointment index

Appointment	Legislative Ref	Competency requirements (Min)
Supervisor (Installation Technician)		3 yrs experience
Fall protection supervisor	CR 10.1	Certificate
First-aiders	GSR 3	Certificate
Incident investigator	GAR 9.2	Certificate
Risk assessor	CR 9.1	Certificate
Emergency, security and fire coordinator	CR 29	Certificate
Electrical installation and appliances inspector	CR 24	
Welding supervisor	GSR 9	Certificate
Occupational health and safety representatives	OHS Act 17	Certificate

#### 2.9 Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

#### 2.10 Costing for SHE

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

#### 2.11 Sub-contractors

- Whenever the Principal Contractor appoints contractors or sub-contractors, it is a requirement that an Occupational Health and Safety Act (Act no. 85 of 1993) Section 37(2) agreement (i.e. Agreement with Mandatory) is entered into between the Principal Contractor and Contractors.
- The Principal Contractor will ensure that all appointed contractors comply with the Johannesburg Water SOC Ltd SHE Specification requirements.
- The Principal Contractor will establish a procedure on sub-contractor management and assurance on compliance to the established procedure will be provided to Johannesburg Water SOC Ltd on a monthly basis.
- Principal Contractors are required to formally notify Johannesburg Water SOC Ltd before appointing subcontractors.
- Johannesburg Water SOC Ltd shall approve all specialist subcontractors to be appointed and/or engaged by the Principal Contractor.

The Principal Contractor shall:

- Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
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- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- Include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

#### 2.12 Notification of construction work

- N/A

#### 2.13 Construction work permit

- N/A

### 3. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

### 4. COMMITMENT TO SHE

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

### 5. HIRA

**Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of Johannesburg Water SOC Ltd** includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by Johannesburg Water SOC Ltd as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

#### Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Identification of the relevant Johannesburg Water SOC Ltd Project with regard to JW Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to Johannesburg Water SOC Ltd before mobilisation on site commences. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.
- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrate** - Providing control such as training, procedures etc.
- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. (PPE as the last resort)

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

#### Baseline risk assessments

The Principal Contractor is required to develop a baseline risk assessment taking the resources, competency levels, nature and scale of their organization into consideration for submission during SHE File evaluation phase. The hazards and risks to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

#### Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the project when methods and procedures are varied, for example when:

- Designs are amended;
- New machines are introduced;
- Plant is periodically cleaned and maintained;
- Plant is started-up or shut-down;
- Systems of work change or operations alter;



 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Indents or near-misses occur; or
- Technological developments invalidate prior risk assessments.

### Continuous risk assessments

The Occupational Health and Safety Act (Act no. 85 of 1993) specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an on-going basis. This is achieved by continuous risk assessments, a form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Maintaining general hazard awareness, and
- Pre-work risk assessments / Daily Safety Task Instructions.

Occupational health and safety risks or environmental impacts that are identified during the risk assessment process shall be communicated before the commencement of the said activity to every employee whose work is associated with the risk. Each employee shall sign to confirm understanding of the safety, health or environmental risks in the tasks.

### Review of risk assessments

The Principal Contractor is required to review the hazards identified, the risk assessments and the Safe Work Procedures as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. Revisions to the approved risk assessments and Safe Work Procedures will be presented at each production planning and progress meeting.

Risk assessments are to be reviewed whenever there is change on the scope of work, process, and accidents or when required by Johannesburg Water SOC Ltd

The Principal Contractor must provide Johannesburg Water SOC Ltd, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments to risk assessments and Safe Work Procedures within 14 days of such changes.

## 6. SAFE WORK PROCEDURES / METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:


- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

## 7. INCIDENT MANAGEMENT

### 7.1 Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Is injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he was usually employed

Or where -

- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to Johannesburg Water SOC Ltd within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Johannesburg Water SOC Ltd and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to Johannesburg Water SOC Ltd will be on the prescribed format.
- The Principal Contractor is required to provide Johannesburg Water SOC Ltd with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide Johannesburg Water SOC Ltd with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

## 7.2 Accident and incident investigation

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- Johannesburg Water SOC Ltd reserves the right to hold its own investigation into an incident or call for an independent external investigation.


## 7.3 Close out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to JW Safety Officer conducting the investigation.

## 8. MEDICAL SCREENING REQUIREMENTS

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.



 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before after a person commences employment, where any exposure exists or may exist, which comprises:
  - an evaluation of the employees medical and occupational history;
  - a physical examination; and
  - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunisation shall be done accredited at / by institutions or occupational health personnel, including, but not limited to:
  - Audiograms.
  - A cardio-respiratory examination / Lung function test;
  - Chest X-rays
  - Eye/ sight tests.
  - A general physical examination;
  - A review of previous medical history.
  - Glucose levels
  - Blood pressure
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the Johannesburg Water SOC Ltd Project Specialist or Appointed OHS Agent.

## 9 EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Johannesburg Water SOC Ltd may have in place.

In the event where a contractor incorporates the services of a 3<sup>rd</sup> party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3<sup>rd</sup> party emergency response services (organization & contact details);
- Notification of contractor to 3<sup>rd</sup> party emergency response service of incorporation of services into contractor's emergency response plan (written agreement / signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

### First-aid

The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).

The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.

 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

## 10 SHE TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

### 12.1 General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.


### 12.2 Awareness and promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

### 12.3 General competence requirement

The Principal Contractor shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

A “**competent person**” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training. It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task. Records of training on Safe Work Procedures / Safe Operating Standards will be retained. Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

### 12.4 Site-specific induction training

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work. He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.


All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.

No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Where the Principal Contractor is required to operate within Johannesburg Water SOC Ltd Depot's the Principal Contractor will ensure that all employees undergo the Johannesburg Water SOC Ltd induction.

## 11 PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
  - Where the employee requests additional issue in excess of what is prescribed;
  - Where the employee has patently abused or neglected the equipment leading to early failure; and
  - Where the employee has lost the equipment.

All employees shall, as a minimum, be required to wear the following personal protective equipment on any of Johannesburg Water SOC Ltd's projects:

- Protective overalls;
- Protective footwear;
- Protective headwear; and
- Eye, face and ear protection.
- NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

## 12 DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

## 13 SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

## 14 PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;

 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- JW employees
- Passers-by at the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between Johannesburg Water SOC Ltd and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.

## 15 REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and JW requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

## 16 SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:


- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.

## 17 ACCOMMODATION ON SITE

No employees shall be accommodated on site.

## 18 WELFARE FACILITIES

CLIENT SHE SPECIFICATION – JOHANNESBURG WATER SOC LTD VOLUME 2.4 – SEPTEMBER 2016	Page Number Page 21 of 33
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 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.

The employer needs to provide his employees with the following:

- Potable water for drinking;
- Water and soap for hand washing
- Toilet paper

## 19 COMPLIANCE MONITORING

### 20.1 Inspections

- Contractors will be inspected at least once per week by the JW Project Inspectors.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- Johannesburg Water SOC Ltd. reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by Johannesburg Water SOC Ltd. and the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to Johannesburg Water SOC Ltd.) to ensure SHE Performance improvement.

### 20.2 Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the Johannesburg Water SOC Ltd. SHE Specification.
- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

#### 20.2.1 Monthly compliance rating

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by Johannesburg Water SOC Ltd focussing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. Johannesburg Water SOC Ltd reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.

Each Principal Contractor is required to maintain a minimum compliance rating of 93% (Ninety Three Percent).

Scoring	Classification	Classification description
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 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

<b>93% -100%</b>	Good	Substantial compliance
<b>80% -92%</b>	Average	Compliance status needs to be improved
<b>60% - 79%</b>	Poor	Methods to ensure compliance require substantial improvement - operations with substantial non-compliance risks
<b>&lt;60%</b>	Very poor	Methods to ensure compliance failed completely - troubled operation with severe non-compliance risks

### 20.3 Work stoppages

Work stoppages will be identified for 2 (two) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

Overall work stoppages will be issued where non-conformances are identified against the criteria in the following table.

NR	DESCRIPTION OF AUDIT NON-CONFORMANCE / NON-COMPLIANCE
<b>1</b>	<b>PROOF OF REGISTRATION WITH COMPENSATION COMMISSIONER</b>
1.1	Proof of registration with Compensation Commissioner or other insurer not available
1.2	Registration with Compensation Commissioner or other insurer not valid and up-to-date
<b>2</b>	<b>POLICY COMMITMENT &amp; SHE SPECIFICATION</b>
2.1	SHE Plan not compiled, approved by contractor management and available on site
<b>3</b>	<b>SECTION 37(2) AGREEMENT</b>
3.1	Signed section 37(2) Agreement not signed and available on site
<b>4</b>	<b>RISK ASSESSMENTS</b>
4.1	Risk assessments not developed/ not applicable to scope of work issued by Client
<b>5</b>	<b>SUPERVISOR</b>
5.1	No supervisor appointed / available on site
5.2	Appointed supervisor does not meet requirements
5.3	Proof of competency not available on-site
<b>6</b>	<b>SHE FILE</b>
6.1	No file on site while working

Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

#### 20.4 Non-compliance management process

The following actions will be instituted where non-conformances are identified in terms of compliance to relevant legislative requirements and the Johannesburg Water SOC Ltd SHE Specification.

CRITERIA	ACTION TO BE INSTITUTED	RESPONSIBLE PARTY
Compliance rating: 93-100%	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 80-92%	Letter of compliance improvement to Principal Contractor	Johannesburg Water SOC Ltd
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 60-79%	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: <60%	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Johannesburg Water SOC Ltd
3 x Work stoppages	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Johannesburg Water SOC Ltd
3 x Non-conformance to <93% monthly compliance rating	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Johannesburg Water SOC Ltd
3 x consecutive repeat findings	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Escalation to SCMU & CAPEX	Johannesburg Water SOC Ltd



 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

## 21 OPERATIONAL REQUIREMENTS

### 21.1 CONFINED SPACE ENTRY

- Enclosed space work necessitates a Confined Space Permit. This may only be obtained from the authorized person nominated in writing.
- The responsibility for safe procedure, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor.
- The Contractor shall be sure that adequate steps have been taken to eliminate or control hazards.
- Before working in an area that contains dust, the area is to be ventilated and hosed down to settle and dampen the dust.
- The Contractor shall provide all necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like).
- The Contractor shall ensure all persons working in a confined space or managing entry to a confined space are appropriately trained.
- Compulsory - Continuous monitoring, trained rescue teams, radio communication & adequate ventilation.


### 21.2 BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by Johannesburg Water SOC Ltd. Where areas are unsafe, they should be enclosed with barricading. Examples are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a "No Entry" signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.
- Danger tape shall not be utilised to prevent personnel from entering into areas.
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor's responsibility to remove all redundant barricades directly after use. The Contractor's Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

### 21.3 SYMBOLIC SIGNAGE

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- "Radio-Active Material" symbolic signs at radioactive storage areas.
- "Eye Protection" symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- "Ear Protection" symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on "Authorised Person Only" signs on entry. "No person shall enter the workplace or premises without the permission of the employer or user of the machinery".
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire fighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
  - "Men working above", "Men working below", "Road closed – detour", "Excavation in progress", "No walkway" etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:


- Johannesburg Water SOC Ltd project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

#### 21.4 USE AND STORAGE OF FLAMMABLES

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other source of ignition is allowed in the area
  - The area is conspicuously demarcated as "flammable"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient fire fighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as "Flammable Store – No Smoking or Naked Lights"

 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- The flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day's quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

## 21.5 HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
  - The wearing and use of protective equipment
  - The use and storage of hazardous chemical substances
  - The prevention of the release of hazardous chemical substances
  - The wearing of exposure monitoring and measuring equipment
  - The cleaning up and disposal of materials containing hazardous chemical substances
  - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS's to be in 16 point format- available on site

## 21.6 FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
  - Notices prohibiting smoking are displayed and enforced
  - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
  - Only spark-free hand and power tools are used
  - No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
  - Flameproof switches and fittings are to be used in the flammable atmosphere
  - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
  - Adequate ventilation is maintained
  - Adequate and suitable fixed and portable fire fighting equipment is provided and maintained in good working order.
- Maintenance must include:
  - Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
  - Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the fire fighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

## 21.7 STACKING AND STORAGE

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded;

 Johannesburg Water	<b>OCCUPATIONAL HEALTH &amp; SAFETY (OHS) SPECIFICATION</b>	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

## 21.8 HOUSEKEEPING


The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

## 21.9 PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between Johannesburg Water SOC Ltd and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.

#### 21.10 HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

#### 21.11 PORTABLE ELECTRICAL EQUIPMENT

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment must be worn or used whilst operating portable electrical tools and equipment.


This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

The following requirements apply to portable lights:

- Must be fitted with a robust non-hygroscopic non-conducting handle;
- Live metal parts or parts which may become live must be protected against contact;
- The lamp must be protected by a strong guard;
- The cable lead-in must withstand rough handling;
- Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;



 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
- When used in wet/damp/metal container conditions, the lamp must be protected.

#### 21.12 LADDERS

The following requirements for ladders will apply:


- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.

#### 22. ELECTRICAL WORK

- The storage, transportation, handling and laying of the cables shall be according to first class practice, and the contractor shall have adequate and suitable equipment and labour to ensure that no damage is done to cables during such operations.
- The cable-trenches shall be excavated to an acceptable depth deep below ground level and shall be 450mm wide for one to three cables, and the width shall be increased where more than three cables are laid together so that the cables may be placed at least two cable diameters apart throughout the run.
- The bottom of the trench shall be level and clean and the bottom and sites free from rocks or stones liable to cause damage to the cable.
- The Contractor must take all necessary precautions to prevent the trenching work being in any way a hazard to the personnel and public and to safeguard all structures, roads, sewage works or other property on the site from any risk of subsidence and damage.
- Where cables are cut and not immediately made off, the ends are to be sealed without delay.
- Backfilling (after bedding) of the trenches is to be carried out with a proper grading of the material to ensure settling without voids, and the material is to be tamped down after the addition of every 150mm. The surface is to be made good as required.
- No cable is to be laid before the cable trench is approved and the soil qualification of the excavation is agreed upon by the Contractor and Project Manager.
- After the cable has been laid and before the cable trench is back-filled the inspector must ensure that the cable is properly bedded and that there is no undesirable material included in the bedding layer.
- All cable jointing and the making off of the cables must only be carried out by qualified experienced cable jointers. Helpers of the jointers may not saw, strip, cut, solder, etc. The cable and other work undertaken by them must be carried out under the strict and constant supervision of the jointer.

#### 23. WORKING AT HEIGHTS

- A competent person must compile a fall protection plan for all tasks which will be done at elevated position.
- The requirements as per the Construction regulations for working at heights shall be complied with by the contractor at all times.
- The fall protection plan shall be specific to the work that will be conducted at elevated position and proper provision must be made for rescue of employees at heights.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

- Fall protection plan must include fall risk assessment detailing proper controls to be implemented.
- All employees who their duties entail working at heights must be declared medically fit by an Occupational Health Practitioner for working at heights.
- Employees who will be working at heights must be trained by a competent service provider for working at heights and must be trained on use of fall prevention/arrest devices to be used at heights.
- Employees working at height must be trained on the latest approved fall protection plan before work commences at height.

#### 26. Monthly reporting

- The Principal Contractor is required to provide Johannesburg Water SOC Ltd. with a monthly report in the format provided on the last working day of the month.
- The report will include the monthly man-hours, incidents, training, inductions, audits, etc

#### 27. Project close out

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.

## Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

CONTRACTOR:	
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I, the undersigned, hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and the consequences of non-compliance. The Contractor furthermore reiterates its commitment to compliance of the requirements contained within the following provided documentation:

- Johannesburg Water SOC Ltd, Safety, Health & Environmental (SHE) Specification, Volume 2;
- Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of Johannesburg Water SOC Ltd;


Signed at ..... on this ..... Day of ..... 20.....

CONTRACT MANAGER			
NAME	DESIGNATION	DATE	SIGNATURE
CONTRACT SUPERVISOR			
NAME	DESIGNATION	DATE	SIGNATURE



 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
PROJECT DESCR:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS	

WITNESS (1)			
NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (2)			
NAME	DESIGNATION	DATE	SIGNATURE

	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	TENDER NUMBER:	JW CYD 009/23
	PROJECT LOCATION:	Various Wastewater Treatment Works
	PROJECT DESCRIPTION:	SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF AUTOSAMPLERS, TURBIDITY PROBES, PH PROBES, DISSOLVED OXYGEN PROBES, MIXED LIQUOR SUSPENDED PROBES AND NITRATE PROBES AT VARIOUS WASTEWATER TREATMENT WORKS ON A ONCE OFF BASIS

### Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

#### DECLARATION BY CONTRACTOR

I, the undersigned, and representing the tenderer as indicated hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and confirm compliance thereto in the event of being successful:

- OHS Specification (Volume 2)
- Annexure 1: Baseline Risk Assessment
- Annexure 2: Medical Screening Policy
- Annexure 3: Sign off form

We furthermore commit to:

- Comply with all applicable SHE related legal and other requirements.
- Inform all staff of their role in managing environmental impacts and safety hazards on site.

Signed at ..... on this ..... Day of ..... 20.....

Name of tenderer	
Name of Authorized person	
Authorized Signature*	

*\*Signature must be as per form JW 3.3 as applicable*