



TENDER COVER PAGE

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW14447

CLOSING DATE: 16 OCTOBER 2024

CLOSING TIME: 10:30 AM

DESCRIPTION: ENNERDALE DEPOT ROOF REPLACEMENT

CIDB REQUIREMENTS: TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 3GB OR HIGHER

BRIEFING SESSION	COMPULSORY
BRIEFING DETAILS	DATE AND TIME: 07 OCTOBER 2024 AT 13:00 ADDRESS: Ennerdale Depot, 2 James street, VENUE: Ennerdale TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL NOT BE ACCEPTED
TENDER SUBMISSION DETAILS	BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 PLEASE ALLOW SUFFICIENT TIME TO ACCESS JOHANNESBURG WATER OFFICES IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE TENDER CLOSING TIME. TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00 UNTIL 18:00

BIDDER INFORMATION

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

EMPLOYER INFORMATION

DEPARTMENT	PMU	DEPARTMENT	SCM
CONTACT PERSON	Muhammad Malik	CONTACT PERSON	Nthabiseng More
TELEPHONE NUMBER	011 688 6583	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	muhammad.malik@jwater.co.za	E-MAIL ADDRESS	nthabiseng.more@jwater.co.za

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:



- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE NEW ENGINEERING AND CONSTRUCTION CONTRACT (NEC 4) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. TENDER DOCUMENTS RECEIVED AFTER THE CLOSING TIME AND DATE WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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



TENDER COVER PAGE

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

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

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

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

**PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT
(1X Original Tender document and 1X Electronic copy in 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:



TENDER NOTICE AND INVITATION TO TENDER



1. TENDER NOTICE AND INVITATION TO TENDER

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

CONTRACT NO. JW 14447 – ENNERDALE DEPOT ROOF REPLACEMENT

The tender document will be available in the form of a download from the Johannesburg Water website (www.johannesburgwater.co.za/supply_chain/tenders) starting from 30 September 2024.

The Employer is Johannesburg Water

All tenders and supporting documents must be submitted in a sealed envelope and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 16 October 2024.

Address is as follows:

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

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

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

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



Johannesburg Water SOC Ltd



CONTRACT NO: JW 14447

ENNERDALE DEPOT ROOF REPLACEMENT

VOLUME 1

TENDER AND CONTRACT

Prepared by
PMU
PO Box 61542
Marshalltown
2107

V2.0
August 2023



Employer:		Contractor:	
Witness:		Witness:	



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

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

Table 1

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

Employer:		Contractor:	
Witness:		Witness:	



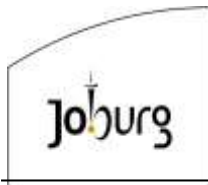
Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Determination – Completed and signed.				
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the company not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to municipal accounts documents.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to municipal accounts documents.	•	•		
	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable.	•	•		
	Any qualifications. If “Yes”, reference to such qualification/s must be indicated on a cover letter. Please be aware that qualification on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•			
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 – (Contactable Reference Letters and Completion / Approval Certificates)	•			
	Documentary Evidence Required for Criteria 2 – (CV, qualifications, and valid registration)	•			
	Documentary Evidence Required for Criteria 3 – (CV, qualifications, and valid registration)	•			
5.	Specific Goals:				
	SPECIFIC GOAL 1 Businesses located within Gauteng province	•			

Employer:		Contractor:	
Witness:		Witness:	



Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	SPECIFIC GOAL 2 Business owned by 51% or more-Women	•			
	SPECIFIC GOAL 3 Business owned by 51% or more- Black Youth	•			
	SPECIFIC GOAL 4 Business owned by 51% or more - Black People who are military Veterans	•			
	SPECIFIC GOAL 5 Business owned by 51% or more-Black People with Disabilities	•			
6.	Scope of Work				
	Scope of Work and or Specifications	•			
7.	Pricing Schedule:				
	Pricing Schedule/ Bill of Quantities completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
8.	Site Information:				
	Site Information			•	
9.	Occupational Health, Safety and Environmental Specification				
	Acknowledgement of SHE Specification & Annexures			•	
10.	Tender Drawings:				
	Acknowledgement of Project Tender Drawings			•	
11.	Terms and Conditions:				
	General Conditions of Contract	•			
	Tender Data	•			
	Pricing Data	•	•		

Employer:		Contractor:	
Witness:		Witness:	



Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
12.	Other Documents				
	Form of Acceptance (do not complete Form of Acceptance it will be completed by JW official.)			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - 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, points for specific goals and MBD6.2 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.

Signature: _____ Date _____

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water (SOC) Ltd



CONTRACT NO. JW 14447

ENNERDALE DEPOT ROOF REPLACEMENT

VOLUME 1

TENDERING PROCEDURES



TABLE OF CONTENTS

T1.1..... TENDER DATA	3
T1.1.1 Conditions of Tender	3
T1.1.2 Tender Data.....	3



T1.1 TENDER DATA

T1.1.1 Conditions of Tender

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

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

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

T1.1.2 Tender Data

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

The additional Conditions of Tender are:

Clause number	Tender Data
C.1.1	The Employer is, Johannesburg Water (SOC) Limited
C.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Volume 1:</p> <p>Part 1: Tendering Procedures</p> <p> T1.1 Tender Notice and Invitation to Tender</p> <p> T1.2 Tender Data</p> <p>Part 2: Returnable Documents</p> <p> T2.1 List of Returnable Documents</p> <p> T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume</p> <p>Volume 1:</p> <p>Part 1: Agreement and Contract Data</p> <p> C1.1 Form of Offer and Acceptance</p> <p> C1.2 Contract Data</p> <p> C1.3 Forms of Securities</p> <p>Part 2: Pricing Data</p> <p> C2.1 Pricing Instructions</p> <p> C2.2 Schedule of Rates</p> <p>Volume 2A</p> <p>Part 3: Scope of Work</p> <p> C3.1 Scope of Work</p> <p> C3.2 Particular Specifications</p> <p>Part 4: Site Information</p> <p> C4 Site Information</p> <p>Volumes 2B:</p> <p> Generic Specifications</p> <p>Volume 3:</p> <p> Occupational Health, Safety and Environmental Specification and Environmental Management Plan</p> <p>Volume 4:</p> <p> Tender Drawings</p>



Clause number	Tender Data
C.1.4	<p>The Employer's representative is: Contact Person: Itumeleng Monkoe Telephone: 011 688 1952 E-mail address: itumeleng.monkoe@jwater.co.za</p> <p>The SCM representative is Contact Person: Nthabiseng More Telephone: 011 6881512 E-mail address: nthabiseng.more@jwater.co.za</p>
C.2.1	<p>Eligibility criteria and requirements CIDB registration and grading:</p> <ol style="list-style-type: none"> 1) Only tenderers who are registered with the CIDB and were capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3GB class of construction work, are eligible to submit tenders. Tenders must have an Active status at the required CIDB grading at time of tender evaluation for the bidder to meet the eligibility criteria and requirement. 2) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> i) every member of the joint venture is registered with the CIDB; and ii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 3GB class of construction work. <p>Failure to meet to Eligibility criteria and requirements will result in disqualification.</p>
C.2.7	<p>Acceptable or Responsive Bid: a bid that meets the following requirements complies in all respects with the specification and conditions of the bid:</p> <ol style="list-style-type: none"> a. All the prescribed bid forms have been completed and signed to enable evaluation thereof; b. The bidder complies with all requirements as prescribed by the CSD; <p>the bidder has the necessary capacity and ability to execute the contract.</p>
C.2.8	<p>Replace the contents of the clause with the following:</p> <p>"Request clarification of the tender documents, if necessary, by notifying the Employer's Officials indicated on the Tender Notice and Invitation to Tender in writing at least seven(7) working days before the closing time stated in the foregoing notice and clause C.2.15.1"</p>
C.2.9	<p>Add the following to the clause:</p> <p>"Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that they are satisfied with the insurance cover, the Employer will affect under the contract."</p>
C.2.10.5	<p>Add the following to the clause:</p> <p>A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices in the Schedule.</p>



Clause number	Tender Data
C.2.11	<p>The evaluation on price alteration will be conducted as follows:</p> <p>Where the tender award strategy is to evaluate and award per item or category, the following must apply:</p> <ul style="list-style-type: none"> • If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified • If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category. <p>Where the tender award strategy is to evaluate and award total bid offer, the following must apply:</p> <ol style="list-style-type: none"> a) 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. b) 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. c) 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. <p>Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:</p> <ol style="list-style-type: none"> a) (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified. <p>Corrections may not be made using correction fluid, correction tape or the like, bid received contrary to this will be disqualified.</p>
C.2.12.1	<p>Replace Contents</p> <p>Alternative offers will not be permitted.</p>
C.2.12.2	<p>Failure to complete bid amount on the form of offer and sign full will result in the elimination of the tender.</p>
C.2.13.3	<p>Each tender offer shall be submitted as an original. Tenderers are also requested to submit a soft copy in a USB (Tenderers who do not submit a soft copy will not be disqualified)</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Ground Floor Entrance</p> <p>Physical address: Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, their Authorised Representative's name, postal address and telephonic contact numbers.</i></p>



Clause number	Tender Data
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 90 days.
C.2.16.1	<p>Add the following to the clause:</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p>
C.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none">1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services.2) Proof of CSD registration i.e. MA xxxxxxxx number3) A Certificate of Contractor Registration issued by the CIDB.4) where the tendered amount inclusive of VAT exceeds R 10 million:<ol style="list-style-type: none">i. audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;ii. if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional.5) Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges, The latest municipal account is to be attached, or a signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts.<ol style="list-style-type: none">i. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.ii. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.iii. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.iv. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.v. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Point (i) will be applicable.vi. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Point (i) will be applicable.



Clause number	Tender Data
	Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
C.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders." ."</p>
C.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state Accept that the Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>"In the service of the state" means to be -</p> <ul style="list-style-type: none"> i) a member of: - <ul style="list-style-type: none"> • any municipal council. • any provincial legislature; or • the National Assembly or the National Council of Provinces. ii) a member of the board of directors of any municipal entity. iii) an official of any municipality or municipal entity. iv) an employee of any national or provincial department. v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). vi) a member of the accounting authority of any national or provincial public entity; or vii) an employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.</p>
C.2.26	<p>Add the following new clause:</p> <p>Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>To give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.</p>



Clause number	Tender Data										
C.2.27	<p>Add the following new clause:</p> <p>Tax Compliance In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium."</p>										
C.2.28	<p>Add the following new clause:</p> <ul style="list-style-type: none"> i) 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. ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document. 										
C.3.2	<p>Replace the contents of the clause with the following:</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>										
C.3.4.2	<p>Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers' names and total prices, where practical will be, read out</p>										
C.3.11	<p>Tenderer to complete, sign and return MBD6.1 with the tender submission. Tenderer to claim the points in the space provided and submit documentary evidence to support the points claimed for specific goals.</p> <table border="1"> <thead> <tr> <th>STAGE</th><th>DESCRIPTION</th></tr> </thead> <tbody> <tr> <td>Stage 1</td><td>Mandatory Evaluation</td></tr> <tr> <td>Stage 2</td><td>Administrative Evaluation</td></tr> <tr> <td>Stage 3</td><td>Technical Evaluation</td></tr> <tr> <td>Stage 4</td><td>Preferential Procurement Goals and Pricing Evaluation</td></tr> </tbody> </table>	STAGE	DESCRIPTION	Stage 1	Mandatory Evaluation	Stage 2	Administrative Evaluation	Stage 3	Technical Evaluation	Stage 4	Preferential Procurement Goals and Pricing Evaluation
STAGE	DESCRIPTION										
Stage 1	Mandatory Evaluation										
Stage 2	Administrative Evaluation										
Stage 3	Technical Evaluation										
Stage 4	Preferential Procurement Goals and Pricing Evaluation										

Stage 1: Mandatory Requirement

Description		Complied	
No	Description	Yes	No
1	CIBD grading 3 GB or higher. Active Status at the required CIBD grading or higher at the time of Evaluation		
2	Registration with the National Home Builders Registration Council (NHBC)		
3	Mandatory Tender Briefing Meeting		
4	Signed the Form of Offer		

Tenderers who **FAIL** to meet the mandatory criteria or requirements of tender will result in disqualification.

Stage2: Administrative Evaluation

Description			Complied	
Reference	Description	Requirement	Yes	No
Certificate of Authority	Signed Certificate of Authority to Sign or signed board resolution	Completed and signed certificate of authority to sign or signed board resolution		
MBD 1	Invitation to Bid	Complete and submit complete and signed MBD 1 Form		



Contract No JW 14447
ENNERDALE DEPOT ROOF REPLACEMENT

Volume 1 Tender and Contract
Tendering Procedures



	CSD	Central Supplier Database Registration	Provide proof of CSD registration		
	MBD 4	Declaration of interest	Complete and submit signed MBD 4 Form		
	MBD 5	Declaration for procurement above 10 million (all applicable taxes included)	Complete and submit signed MBD 5 Form		
	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and submit signed MBD 6.1 Form		
	MBD 8	Declaration of bidder's past supply chain management practices	Complete and submit signed MBD 8 Form		
	MBD 9	Certificate of Independent Bid Determination	Complete and submit signed MBD 9 Form		
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	Annexure – Proof of Specific Goals	Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		
	Annexure – Proof of Specific Goals	Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration	Submit applicable documentation with the tender submission		



Contract No JW 14447
ENNERDALE DEPOT ROOF REPLACEMENT

Volume 1 Tender and Contract
Tendering Procedures



	document showing percentage of ownership and share certificate where applicable			
Annexure – Proof of Specific Goals	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	Submit applicable documentation with the tender submission		
Annexure T2.2.4	Municipal statement of account for Company (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
Description			Complied	
Reference	Description	Requirement	Yes	No
Annexure T2.2.4	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
Annexure	3-year financial statements (audited where applicable)	Submit applicable documentation with the tender submission		
Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties, where applicable	Where applicable, submit applicable documentation with the tender submission		
<p>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.</p> <p>Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.</p>				

Any document or form submitted or completed upon request (was not included in the initial tender submission before the closing date) will not be used to claim points for specific goals.

Stage 3: Technical Requirements

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
1	Tenderers' Experience in Roof Building Construction	<p>Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates.</p> <p>Note: <i>This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i></p>	NUMBER OF COMPLETED ROOF BUILDING PROJECTS	0 Completed Projects	50	0
				1 Completed Project		15
				2 Completed Projects		30
				3 or More Completed Projects		50

NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
2	Post Qualification Experience of Site Manager: Only a Site Manager with qualifications of National Diploma in Civil Engineering, or National Diploma in Building Science, or a qualification in Civil Engineering of a higher level. <i>Note: Qualifications lower than these will not be accepted.</i>	Tender must Provide CV of Site Manager in the format given on T2.1.9 <i>Note: Tenderers may provide their own CVs, but information provided should contain all information in T2.1.9</i> <i>Note: Certified Copies of qualifications to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF COMPLETED ROOF BUILDING PROJECTS AS SITE MANAGER.	0 Completed Projects	0
				2 Completed Projects	10
				3 Completed Projects (1 X Project being buildings and roof construction)	15
				More than 3 Completed Projects (1 X Project being buildings and roof construction)	25



NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
3	Post Qualification Experience of Safety Officer Only a Safety Officer with qualifications of a National Diploma (Safety Management/Environmental Health/Environmental Science/Environmental Management), SAMTRAC/NEBOSH or equivalent, or a Safety Officers Course (NQF 5) or higher, will be considered. Additionally, the required years of	Tender must Provide CV of Safety Officer in the format given on T2.1.9 All Civil Related projects will be considered. Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party	NUMBER OF CIVIL AND STRUCTURAL ENGINEERING PROJECTS COMPLETED AS SAFETY OFFICER	0 Completed Projects	25	0
				1 - 2 Completed Projects		10
				3 - 4 Completed Projects		15

	<p>experience corresponding to each qualification are as follows:</p> <ul style="list-style-type: none"> • National Diploma in Safety Management: Minimum of 2 years of experience. • National Diploma in Environmental Health/Environmental Science/Environmental Management: Minimum of 3 years of experience. • SAMTRAC/NEBOSH or equivalent: Minimum of 4 years of experience. <p>AND</p> <p>Submitted Proof of registration with SACPCMP in the "Construction Health and Safety" Sector will obtain a score for experience of a Safety Officer. However, the time of registration of Safety Officer will not impact post qualification number of projects.</p>	including blacklisting in participating in any future government tenders.			More than 4 Completed Projects	25
	Minimum Acceptable Score					60
	Maximum Possible Score					100

	<p>NOTE 1: Where applicable, foreign qualifications MUST be accompanied by a SAQA verification certificate. Failure to submit SAQA verification certificate will lead to that qualification not being considered for allocation of points for that criterion.</p> <p>SACPCMP: South African Council for the Project and Construction Management Professions</p> <p>SAMTRAC: Safety Management Training Course</p> <p>NEBOSH: National Examination Board in Occupational Safety and Health</p> <p>SHEOMTRAC: Safety Health Environmental Occupational Management Training Course</p> <p>SHEMTRAC: Safety Health Environmental Management Training Course</p> <p>MESHTRAC: Management Environmental Safety Health Training Course</p> <p>Tenderers who FAIL to meet the minimum required score or requirements of tender will be disqualified.</p>
C.3.11.2 & C.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Specific Goals):</p> <p>1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM</p> <p><u>The following preference point systems are applicable to all bids:</u></p> <ul style="list-style-type: none"> - The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); - The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted. - Only tenderers that have completed and signed MBD 6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing. <p>(a) The value of this bid is estimated is below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p> <p>(b) Preference points for this bid shall be awarded for:</p>

Price; and
Specific Goals.

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

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

(d) Failure on the part of a bidder to submit proof of specific goals points claimed in MBD_6.1 will not result in disqualification but will result in points not being awarded for Specific Goals.

Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as must be supported by proof/ documentation stated in the conditions of this tender.

Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

Race:

- I. Ownership by black people
- II. Black Designated Group:
 - Ownership by black people that are unemployed
 - Ownership by black people who are youth
 - Ownership by black people living in rural or underdeveloped areas or townships

	<p>Ownership by black people with disabilities Ownership by black people who are military veterans Cooperative owned by black people</p> <p>Gender:</p> <p>I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African.</p> <p>Disability:</p> <p>I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.</p> <p>Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,</p> <p>Local Manufacture:</p> <p>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.</p> <p>Locality:</p> <p>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:</p> <ul style="list-style-type: none"> • 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. <p>Qualifying Small Enterprises (QSE)</p> <p>I. Promotion of procurement from QSE's that are black owned.</p> <p>Exempted Micro Enterprises (EME):</p>
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- I. Promotion of procurement from EME's that are black own.

SUB-CONTRACTING:

Promotion of sub-contracting a Historically Disadvantaged Individuals (HDI) company.

Consider sub-contract only in cases where there are no company which can meet any of the specific goals. Check if the portion of the work cannot be subcontracted in terms of specific goals.

One goal may be chosen, or a combination of goals may be decided upon including a sub-goal i.e., owned by black people that are disabled etc.,

JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

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

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.6 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.

Documentation to be provided:

- JV, Consortium, or equivalent agreement
- Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be vali

Table 1:

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

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

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

Business owned by 51% or more- Black People with Disabilities	Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and <ul style="list-style-type: none"> • Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability."
Business owned by 51% or more - Black People who are military Veterans	"•Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and <ul style="list-style-type: none"> •Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required), OR • Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required)."
Businesses located within Gauteng Province	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address. Businesses that operate from personal properties are required to submit an affidavit

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

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

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

Affidavit Prescribed Formats	Category	Financial Threshold
Generic Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Sector Specific Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Construction Sector Code		
	EME Contractor	Less than R3m
	BO EME BEP	Less than R1.8m
Financial Sector Code		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Information Communication Technology Sector Code (ICT)		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Marketing, Advertising & Communication Sector Code (MAC)		
> Public Relations	BO QSE	Between R5m and R10m
> Marketing, Advertising & Communications	BO EME	Less than R5m
Property Sector Code		
> Service-based	BO QSE	Between R5m and R10m
	EME	Less than R5m
> Agency-based	BO QSE	Between R2.5m and R35m
> Asset-based	EME	Less than R2.5m
	BO QSE	Between R80m and R400m
Tourism Sector Code		
	BO QSE	Between R5m and R45m
	BO EME	Less than R5m

Specialised Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m

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

Requirements for a valid BBBEE Certificate are as follows:

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

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

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

Note: A tenderer failing to submit proof of specific goals claimed as per indicated above will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

2. ADJUDICATION USING A POINT SYSTEM

- (a) The bidder obtaining the highest number of total points will be awarded the contract.
- (b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- (c) Points scored must be rounded off to the nearest 2 decimal places.
- (d) In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of points for specific goals.
- (e) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.
- (f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

3. POINTS AWARDED FOR PRICE THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid



C.3.12	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that they are satisfied with the insurance cover, the Employer will affect under the contract.”</p>
C.3.13.1	<p>Add to the existing clause:</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none">a) the tenderer submits a valid SARS tax Compliance status Pin for tenders issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;b) Proof of CSD registration ie MA xxxxx number;c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Demand Performance Guarantee to the format included in Part T2.2.22 of this procurement documentd) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;f) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect;g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;i) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; andj) the tenderer:<ul style="list-style-type: none">i) has sufficiently substantiated his experience in this type work;ii) has the required and experienced key personnel
C.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>
	<p>There are no additional conditions of tender.</p>

--- END OF PART ---

Johannesburg Water (SOC) Ltd



VOLUME 1

RETURNABLE DOCUMENTS AND SCHEDULES

T2.1 T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

<u>Document</u>	<u>Page</u>
1. Returnable Schedules required for tender evaluation purposes	
T2.1.1 Record of addenda to tender documents	RD.2
T2.1.2 Certificate of Authority	RD.5
T2.1.3 Compulsory Enterprise Questionnaire	RD.10
T2.1.4 Preferential Procurement	RD.12
MBD 6.1 Preference points claim form in terms of the preferential procurement regulations	RD.15
MBD 4 Declaration of any potential conflict of interest	RD.21
MBD 8 Declaration of bidder's past Supply Chain management practices	RD.26
MBD 5 Declaration for Procurement above R10 Million (VAT Included)	RD.28
MBD 9 Certificate of independent bid determination	RD.29
T2.1.5 Proposed qualifications	RD.33
T2.1.6 Schedule of the Tenderer's experience	RD.34
T2.1.7 Contactable reference template	RD.36
T2.1.8 Schedule of key personnel	RD.35
T2.1.9 Curriculum vitae of key personnel	RD.38

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.41
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA number	RD.42

T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
3. Other documents that will be incorporated into the contract	
T2.3.1 Returnable Annexure A – SHE Acknowledgment Form	RD.43
T2.3.2 Returnable Annexure B: Acknowledgement of Tender Drawings	RD.44
T2.3.3 Minutes of the Mandatory Tender Briefing Meeting	RD.46

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

T2.1 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
1. Returnable Schedules required for tender evaluation purposes	
T2.1.1 Record of addenda to tender documents	RD.2
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T2.1.7 Contactable reference template	RD.36
T2.1.8 Schedule of key personnel	RD.35
T2.1.9 Curriculum vitae of key personnel	RD.38

T2.1.1 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.1.2 Certificate of Authority

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

(I) COMPANY	(II) CLOSE CORPO- RATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIE- TOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board
(copy attached) taken on, Mr/Ms, acting in the ca-
pacity of, was authorized to sign all documents in con-
nection with the tender for Contract No. JW14447 and any contract resulting from it on behalf
of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) Certificate For Partnership

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

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

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

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

(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

T2.1.3 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Proof of CSD registration ie MA xxxxxxxxx number.

SARS Tax Compliance status Pin number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- authorizes the Employer to verify the tax compliance status from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name

T2.1.4 Preferential Procurement

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

Form No.	Form Title	Description	Page
JW6.1	Special Conditions	Sub-contracting and Skills Transfer	RD.13
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer	RD.15
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer	RD. Error! Bookmark not defined.
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer	RD.26
MBD 5	Declaration for Procurement above R10 Million (VAT Included)	Form to be completed by the Tenderer	RD.28
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer	RD.29

Note:

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

(b) SPECIAL CONDITIONS

The successful Tenderer must therefore subcontract a minimum of **15%** of the value of this contract to an entity(s) described below. The subcontractor/s chosen for this purpose must be registered on National Treasury's Central Supplier Database (CSD) and must be from one of the following designated groups.

- An EME or QSE which is at least 51% black owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are youth;
 - An EME or QSE which is at least 51% owned by people who are women;
 - an EME or QSE which is at least 51% owned by black people with disabilities;
 - an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - a cooperative which is at least 51% owned by black people;
 - an EME or QSE which is at least 51% owned by black people who are military veteran;
 - an EME or QSE.
1. Subcontractors must be chosen from National Treasury's Central Supplier Database which can be accessed on National Treasury's website.
 2. A subcontracting agreement between main contractor and the subcontractor shall be submitted to JW upon appointment and must include minimum information below.
 - Name of sub-contractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the sub-contractor
 - Value of the work issued including P&G's (auditable)
 - Assistance provided to the sub-contractor e.g. acquisition of materials, machinery and tools
 - Skills transfer plan
 3. The successful contractor must submit periodic SMME reports to the Project Manager as follows:
 - Name of sub-contractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the sub-contractor
 - Value of the work issued (auditable)
 - Monthly payments made to the subcontractor (auditable)
-

-
- Assistance provided to the sub-contractor e.g. acquisition of materials, machinery and tools
 - Performance of the sub-contractor
4. Upon completion of the project, the contractor is required to provide a final report to JW on skills acquired, description and value of work performed as well as their overall performance.

(The above information will assist the sub-contractor to improve their CIDB grading)

Skills transfer

It is an absolute requirement that the successful tenderer empowers the appointed sub-contractor/s through the transfer of skills. In this regard a skills transfer plan must be submitted prior to commencement of each work package.

I / we representing the tenderer hereunder agree to the above conditions.

Name of Tenderer: _____

Authorised signatory: _____ **Date:** _____

Tenderers who **FAIL** to complete and sign schedule JW6.1 will not be evaluated further

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 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	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

- “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;
- “price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- “rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- “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
- “the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Type equation here.

RD.16

Returnable Documents

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:

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

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

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

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name _____ of _____ com-
pany/firm.....

5.2 Company _____ registration _____ number:
.....

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

ferred 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:

1. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

1.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted _____ (minimum of 11%)

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

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

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

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

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

Any EME		
Any QSE		

2. DECLARATION WITH REGARD TO COMPANY/FIRM

2.1 Name of company/firm:

2.2 VAT number registration number:

2.3 Company registration number:

2.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

2.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

2.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

.....

- 2.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the Specific Goals in MBD 6.1 qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- v) The information furnished is true and correct;
 - vi) In the event of a contract being awarded as a result of points claimed as shown in MBD 6.1, the contractor is required to furnish documentary proof as requested in the Tender Data to the satisfaction of the purchaser that the claims are correct;
 - vii) If the specific goals points have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (j) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number.....

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

-
- 3.9.1 If yes, furnish particulars.....
.....
- 3.10 Do you have any relationship (family, friend, other) with persons
in the service of the state and who may be involved with
the evaluation and or adjudication of this bid? YES / NO
- 3.10.1 If yes, furnish particulars.....
.....
- 3.11 Are you, aware of any relationship (family, friend, other) between
any other bidder and any persons in the service of the state who
may be involved with the evaluation and or adjudication of this bid? YES / NO
- 3.11.1 If yes, furnish particulars
.....
.....
- 3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state? YES / NO
- 3.12.1 If yes, furnish particulars.....
.....
- 3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state? YES / NO
- 3.13.1 If yes, furnish particulars.....
.....
- 3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract. YES / NO
- 3.14.1 If yes, furnish particulars:.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register, enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing?

YES / NO

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

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

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

Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

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

- 2.2 If yes, provide particulars.

.....

.....

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

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)². Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ that:
(Name of Bidder)

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

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.5 Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer

T2.1.6 Schedule of the Tenderer's Experience

[illegible]

Signed _____ Date _____

Name	Position
------	----------

<i>Tenderer</i>	
-----------------	--

Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW 14447** for **ENNERDALE DEPOT ROOF REPLACEMENT**

Name of Tenderer:

Description of Goods / Services provided

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

Name of authorised 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.

Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW 14447** for **ENNERDALE DEPOT ROOF REPLACEMENT**

Name of Tenderer:

Description of Goods / Services provided

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

Name of authorised 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.

T2.1.8 Schedule of Key Personnel

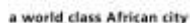
In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

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

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

SIGNATURE:.....
(of person authorized to sign on behalf of the Tenderer)

DATE:

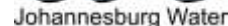


Site Agent

Certification:

.....
Signature of person named in the schedule

.....
Date

[illegible]

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

Signature of person named in the schedule

Date _____

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.41
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxxx number	RD.42

T2.2.1 Contractor's Certificate of Registration With CIDB

NB: The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB OR provide the CIDB registration number that JW can use to verify CIDB requirements for this tender.

SIGNATURE:.....

DATE:

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

T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration

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

SIGNATURE:.....

DATE:

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

T2.3 LIST OF RETURNABLE SCHEDULES

Document

Page

3. Returnable Schedules that will be incorporated into the contract

T2.3.1	Imported content sheet: forward exchange cover for imported goods	RD.44
--------	---	-------

T2.3.1 Imported Content Sheet: Forward Exchange Cover for Imported Goods

The Tenderer shall, in the attached schedule, for each item which a price is tendered, state the item number as it appears in the Schedule of Quantities, a brief description of the item, the country of origin, the value of the imported content of all goods comprising that item, the number of items for which he requires forward exchange cover, and the total amount for which forward exchange cover will be required.

Each Part of the Schedule of Quantities must be dealt with separately.

In the event of components being imported from more than one country, a separate entry shall be made for each country.

The Tenderer shall state the applicable rate(s) for the relevant country(ies) as at the date seven days prior to the closing date for the receipt of tenders.

Exchange rate(s) as at (insert date)

Country	Exchange Rate

SIGNED ON BEHALF OF TENDERER :

NAME (in print) :

DATE :

[illegible]

T2.4 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
4. Other documents that will be incorporated into the contract	
T2.4.1 Returnable Annexure A – SHE Acknowledgment form	RD. 47
T2.4.2 Returnable Annexure B: Acknowledgement of Tender Drawings	RD. 48

T2.4.1 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: COVID-19 Guidelines
- Annexure 2: Baseline Risk Assessment and COVID-19 Risk Assessment
- Annexure 3: Medical Screening Policy
- Annexure 4: Contractor Competency Evaluation
- Annexure 5: Sign off form
- Annexure 6: Environmental Management Plan
- Annexure 7: Environmental Specification

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*	

T2.4.2 JW 6.5 Returnable Annexure B: Acknowledgement of Tender Drawings

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:

The drawings that are issued for **TENDER PURPOSES** are those noted below:

DRAWING NUMBER	DESCRIPTION	REV
NAME BOARD		
S-JW14447-DET01.1-S01	PROJECT NAME BOARD INFORMATION	REV 0
STRUCTURAL ENGINEERING WORKS		
FOREMEN'S BUILDING		
S-JW14447-LAYOUT-S-400	ROOF GENERAL LAYOUT SHEET 1 OF 2	REV 0
S-JW14447-LAYOUT-S-401	ROOF GENERAL LAYOUT SHEET 2 OF 2	REV 0
S-JW14447-DTL-S-402	ROOF SECTION AND CONNECTION DETAILS	REV 0
S-JW14447-LAYOUT-S-403	CEILING LAYOUT SHEET 1 OF 2	REV 0
S-JW14447-LAYOUT-S-404	CEILING LAYOUT SHEET 2 OF 2	REV 0
S-JW14447-DTL-S-405	GABLE WALL DETAILS	REV 0

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

Name of tenderer	
Name of Authorized person	
Authorized Signature*	

Johannesburg Water (SOC) Ltd



CONTRACT JW14447

ENNERDALE DEPOT ROOF REPLACEMENT

VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



TABLE OF CONTENTS

		PAGE
C1.1	FORM OF OFFER (ACCEPTANCE & AGREEMENT)	C.3
C1.1.1	Form of Offer	C.3
C1.1.2	Form of Acceptance	C.4
C1.1.3	Schedule of Deviations	C.5
C1.2	CONTRACT DATA	
C1.2.1	Part 1: Data Provided by the Employer	C.7
C1.2.2	Part 2: Data provided by the Contractor	C.25
C1.3	FORMS AND SECURITIES	C.28

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



C1.1 FORM OF OFFER (ACCEPTANCE & AGREEMENT)

C1.1.1 Form of Offer

The Contractor is to complete and sign the Form of Offer

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

JW 14447: ENNERDALE DEPOT ROOF REPLACEMENT

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

Rand (in words); R (in figures)

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

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



C1.1.2 Form of Acceptance

The Employer is to complete and sign the form of acceptance

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

The terms of the contract are contained in:

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

and drawings, pricing schedules (Bill of Quantities) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

The Contractor shall within twenty-eight **(28) days** after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contact Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date of this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

FOR EMPLOYER OFFICIAL USE ONLY

Name(s) _____

Capacity _____

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

(Name and address of organisation)

Name and signature of witness

(Name) _____ (Signature) _____

Date

Employer:		Contractor:	
Witness:		Witness:	



C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

7 Subject

Details

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



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

For the Contractor:

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

For the Employer:

Name(s)

Capacity

For the Employer

**Johannesburg Water SOC (Ltd), Turbine Hall, 65 Ntemi Piliso Street,
Newtown**

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



C1.2 CONTRACT DATA

C1.2.1 Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

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

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

C1.2.1.1 Contract Specific Data

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion.
1.1.1.14	The time for achieving Practical Completion is 3 months.
1. 1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited Contact person is: William Chitsa
1.1.1.16	The name of the Employer's Agent is Itumeleng Monkoe
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: <div style="display: flex; justify-content: space-between;"> <div>Physical Turbine Hall 65 Ntemi Piliso Street Newtown</div> <div>Postal P.O. Box 61542 Marshalltown 2107</div> <div>Tel: 011 688 1603 Fax: 011 688 1521 Email: William.chitsa@jwater.co.za</div> </div>
1.2.1.2	The address of the Employer's Agent is: <div style="display: flex; justify-content: space-between;"> <div>Physical Turbine Hall 65 Ntemi Piliso Street Newtown</div> <div>Postal P.O. Box 61542 Marshalltown 2107</div> <div>Tel: 011 688 1952 Email: itumeleng.monkoe@jwater.co.za</div> </div>
3.2.3	Specific Approval – The Employer's Agent is required to obtain the Employer's approval for the following: <ul style="list-style-type: none"> • Approval of Variation Orders • The use of contingencies • Approval to exceed the Contract Sum • Approval of Subcontracting Plan and work package breakdown • Stoppage/ suspension of works
4.4.2	Add the following after this clause: Apart from subcontractors identified by the Contractor for the execution of certain sections of the Works, subcontractors shall also include SMME's (Small Medium and Micro Enterprises), who are identified from the Local Community for the execution of certain sections of the Works identified by the Employer or Employer and Contractor.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



GCC Clause	Information
	<p>The appointment of subcontractors and the allocation of work to subcontractors shall, in addition to the provisions of the General Conditions of Contract, comply with, but not be limited to, the provisions of C1.2.1.2.14 (see below).</p> <p>A minimum value of 15% of the Contract Price shall be subcontracted to SMME's. Where the identified items for subcontracting do not form 17% of the Contract Price, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage.</p>
4.10.1	<p>Delete Clause 4.10.1 and replace with the following:</p> <p>The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all employees (excluding local labourers) and for their payment, housing, feeding and transport (provided that any use of any part of the Site for said purposes shall be subject to the prior approval of the Employer's Agent) and the Contractor indemnifies the Employer against any liability arising out of the Contractor's said arrangements, whether such arrangements involve the use of the Site or not.</p> <p>The Contractor shall employ a minimum of 5 general labourers from Local Communities (otherwise known as Local Labour), in accordance with the Tender Data, Scope of Work, Site Information, and Specifications.</p> <p>All Local Labour shall be recruited through the Community Liaison Officer (CLO) and/or Labour Desk Officer (LDO). The Contractor remains fully responsible for all Local Labour that are employed for the execution of the Works, as if they were the Contractor's own labour.</p>
4.11.1	<p>Add the following to this clause:</p> <p>Competent Employees shall include, amongst others, the following Key Personnel:</p> <ul style="list-style-type: none"> • Site Manager • Safety Officer <p>The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in C1.2.1.2.15 (see below).</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Approved Health and Safety File (Clause 4.3) • Approval of the Environmental File (Clause 4.3) • Initial programme & cashflow projections (Clause 5.6) • Guarantee from Bank or Insurance Company (Clause 6.2) • Insurance of the Works, Plant, etc. (Clause 8.6), including but not limited to: <ul style="list-style-type: none"> ○ SASRIA Policy ○ Liability Insurance ○ Insurance of Construction Machinery and Plant ○ Insurance of Motor Vehicle Liability, etc. • Compliance Certificate in respect of COID • Signed Notification to the Department of Labour • Construction Permit (where applicable). The Employer will require Health and Safety documentation from the Contractor to acquire this permit. • Organogram of resources

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
 Volume 1 Tender and Contract
 Section C1 Agreement and Contract Data



GCC Clause	Information
	<ul style="list-style-type: none"> Subcontract plan/ proposal which includes a number of Subcontractors that meet requirements as per conditions of C1.2.1.2.14
5.3.2	The time to submit the documentation required before Commencement of the Works is 15 days.
5.3.3	Time to instruct commencement of the Works Delete Clause 5.3.3 and replace with the following: The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.
5.8.1	Working days shall be Monday to Friday, between 07h00 to 17h00.
5.8.1	The non-working days are Saturdays & Sundays. The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual "Builder's Break" as defined by SAFCEC on an annual basis.
5.11.1.2	Notwithstanding any other provision of this Contract, the Contractor agrees that there shall be no suspension of the Works due to non-payment by the Employer. The Contractor shall continue to perform the Works as scheduled, regardless of any delays or failures by the Employer to make payments when due.
5.13.1	The penalty for failing to complete the Works is the greater of: An amount equal to the daily Time Related P&G rate (as calculated from the Time Related P&G section in the Bill of Quantities) or R5,000.00 per day, whichever is greater.
5.14.1	The requirements for achieving Practical Completion are: <ul style="list-style-type: none"> Construction, testing & commissioning of all pipework. All building works to be connected to water and sewer and have electrical installation with a certificate of compliance. Installation, testing & commissioning of all valves. Installation, testing & commissioning of all electrical and C&I infrastructure. Reinstatements of man-made surfaces, including road surfaces. Environmental rehabilitation of site.
5.16.3	The latent defects period is 10 years.
6.2.1	The time to deliver the Form of Guarantee is within 28 days from the Commencement Date.
6.8.2	The Contract Price Adjustment is applicable for this contract. The contract rates shall be fixed for the first 12 months and thereafter the rates will be adjusted by the change in CPA (as published by Statistics SA and will be fixed for the next 12 months) The following formula will be applicable. $(1-x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ In which the symbols have the following meaning as per GCC 2015:

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



GCC Clause	Information
	<p>"x" is the proportion of "Ac" which is not subject to adjustment. "a", "b", "c" and "d" are the coefficients contained in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, contractors' equipment, material (other than "special materials" specified in the Contract Data) and fuel respectively.</p> <p>"L" is the "Labour Index" "P" is the "Plant Index" "M" is the "Materials Index"</p> <p>"F" is the "Fuel Index" The suffix "o" denotes the base indices applicable to the base month as stated in the Contract Data. The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The value of the payment certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule, with the following values:</p> <p>The value of "x" is 0,10</p> <p>The values of the coefficients are: a = 0,32 Labour b = 0,25 Contractor's equipment c = 0,33 Material d = 0,10 Fuel</p> <p>The province where the Site is located is Gauteng and the urban area where the project is implemented is Johannesburg.</p> <p>The Consumer Price Indices for Labour (L), Plant (P), Material (M) and Fuel (F) are as published by Statistics South Africa for the applicable time.</p> <p>The base month is one month before the tender closing date.</p>
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The maximum percentage retention on the amounts due to the Contractor is 10% of the Contract Sum.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
 Volume 1 Tender and Contract
 Section C1 Agreement and Contract Data



GCC Clause	Information
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificates Delete Clause 6.10.4 and replace with the following:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> • The Contractor providing a payment certificate with all required supporting documents to the Employer's Agent on dates to be communicated to the Contractor upon award. • The payment certificate being submitted with an original tax invoice. • A statement being submitted on the last day of the month. <p>Payment will be made within 30 days of receipt of the Contractor's statement.</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.5	<p>Payment of Retention Money Add to Clause 6.10.5 the following:</p> <p>Payment will be subject to Johannesburg Water processes as outlined in clause 6.10.4 as amended.</p>
6.10.6.2	Delete Clause 6.10.6.2
6.11	Delete Clause 6.11
7.8.2	<p>Cost of making good of defects Amend Clause 7.8.2.1 as follows:</p> <p>In the first line, correct the spelling of 'therefore'.</p>
8.4.1.1	<p>Add to the end of Clause 8.4.1.1 the following text: "hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is an amount equal to 15% of the Contract Price.
8.6.1.3	The limit of indemnity for liability insurance is R20,000,000 (Twenty million Rand) for any single claim – the number of claims to be unlimited during the Construction and Defects Liability Periods
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



GCC Clause	Information
	<p>a. The Contractor shall insure all Construction Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be on the Site to the full value thereof. In respect of Machinery and Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause if it has ensured that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be affected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers, via the Employer's Agent, the policy or policies of insurance and receipts for payment of the current premiums.</p> <p>b. The Contractor and the Sub-contractors shall affect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993)</p> <p>c. The Contractor and the Sub-Contractors shall affect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for "balance of third party" risks, including passenger liability with a limit of indemnity of not less than R2,5 million.</p> <p>d. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>e. Any other Insurance cover that may be deemed necessary by the Contractor to ensure full and successful completion of the Works.</p>
10.4.2	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of ad-hoc Adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes shall be by arbitration.

Employer:		Contractor:	
Witness:		Witness:	



C1.2.1.2 Additions

The additional Conditions of Contract are:

C1.2.1.2.1 Penalties

In addition to GCC clause 5.13, during the Contract Period should the Contractor:

a) Fail to report

- The Employer shall levy a penalty on Contractor, should the latter fail to provide reporting as required in C1.2.1.2.6, C1.2.1.2.14 and the specification highlighted in the Scope of Work, with regard to content and frequency, whilst as per the Pricing Data section no payment for work completed shall be processed.
- The penalty value shall be R5,000.00 per report per occasion; and
- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
 - i. perform the Works internally or through another Contractor; and
 - ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
 - iii. terminate the Contract.

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

b) Fail to pay any labourer or SMME

- The Employer shall levy a penalty on the Contractor, should the latter fail to provide payment to any labourer or SMME as required in the specification highlighted in the Scope of Work and specified in the appointment agreements with the Contractor and the labourer or SMME.
- The penalty value shall be R 5000.00 per incident per occasion; and
- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
 - i. perform the Works internally or through another Contractor; and

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



- ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
- iii. terminate the Contract.

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

c) **Failure to meet target participation by local SMME**

If the Contractor fails to achieve the monetary value of the target set by the Employer for contract participation by local SMME Contractors in terms of **C1.2.1.2.14**, the Contractor shall be liable to the Employer for a sum calculated in accordance with the Contract Data and the aforementioned Scope as a penalty for such underachievement.

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

d) **Failure to meet the occupational health and safety compliance target.**

Monthly compliance rating will be calculated for each Contractor as per a formula determined by the Employer focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary.

The Employer will impose a penalty value of R2 000,00 per audit report where a Contractor scores below 85%.

The Employer will impose a penalty value of R2 000,00 per occasion where the Contractor scores above 85% but below 93% for two successive months.

e) **Failure to meet the environmental compliance target.**

Monthly compliance rating will be calculated for each Contractor as per a formula determined by the Employer focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational assessments and other requirements, as necessary.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



The Employer will impose a penalty value of R2 000,00 per audit report where a Contractor scores below 85%.

The Employer will impose a penalty value of R2 000,00 per occasion where the Contractor scores above 85% but below 93% for two successive months.

f) Penalties payable

If penalties are payable, they will be processed through a credit note issued by the Contractor.

g) Penalties irreversible

The Contractor shall note that all penalties once imposed shall be non-recoverable or non-reversible, even if the default is remedied.

C1.2.1.2.2 Source of instructions

The Contractor shall neither seek nor accept instructions from any authority external to the Employer's Agent in connection with the performance of his services under this Contract. The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfill his commitments with fullest regard for the interest of the Employer. The Contractor may only accept and comply with instructions from the Employer's Health and Safety Representative or the Employer's Environmental Representative with regards to matters regarding Health & Safety or Environmental Management respectively, but with further approval from the Employer's Agent.

C1.2.1.2.3 Officials not to benefit

The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.

C1.2.1.2.4 Prevention of corruption

The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer. If similar acts have been done by any persons employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer, the same consequences shall apply.

C1.2.1.2.5 Confidential nature of documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered

Employer:		Contractor:	
Witness:		Witness:	



only to the Employer's Agent or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

C1.2.1.2.6 Returns of labour, SMME, plant, equipment and material

The Contractor shall provide a return in detail in the form and at such intervals as the Employer's Agent or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting construction plant, equipment and material as the Employer's Agent or his duly authorized representative may require. The supporting documents required for SMMEs include but are not limited to the following:

- A completed and signed sub-contracting agreement between the Contractor and the SMME
- Valid CIPC registration (i.e. CK, COR)
- SA ID copies of owners
- Active CIDB membership: minimum grading 1CE
- Valid CSD compliance status
- Valid EME affidavit
- COIDA certificate
- Company Profile including similar experience and skilled personnel CVs
- Health and Safety Plan
- Proof of Payments

The supporting documents required for local labourers include but are not limited to the following

- A completed and signed employment contract between the Contractor and labourer
- Certified Copies of IDs
- Monthly Individual proof of payment
- Monthly timesheets
- Training returns
- UIF forms (proof of registration from Labour)

C1.2.1.2.7 Materials and workmanship

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's Agent's instructions and shall be subjected from time to time to such tests as the Employer's Agent may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Employer's Agent. All testing equipment

Employer:		Contractor:	
Witness:		Witness:	



and instruments provided by the Contractor shall be used only by the Employer's Agent or by the Contractor in accordance with the instructions of the Employer's Agent.

- a) No material not conforming with the Specifications in the Contract shall be used for the Works without prior written approval of the Employer and instruction of the Employer's Agent, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in GCC clause 6.3 (Variations) shall apply.

C1.2.1.2.8 Examination of the work before covering up

No work shall be covered up or put out of view without the approval of the Employer's Agent or his duly authorized representative and the Contractor shall afford full opportunity for the Employer's Agent or his duly authorized representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer's Agent whenever any such work or foundations is or are ready or about to be ready for examination. The Employer's Agent or his duly authorized representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

C1.2.1.2.9 Employer's Agent's power to order removal of improper work and materials

The Employer's Agent or his duly authorized representative shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:

- a) removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Employer's Agent are not in accordance with the Contract.
- b) substitution of proper and suitable materials; and
- c) removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Employer's Agent or his duly authorized representative in accordance with the Contract.

C1.2.1.2.10 Default of Contractor in carrying out Employer's Agent's or his duly authorized representative's Instructions

In case of default on the part of the Contractor in carrying out an instruction of the Employer's Agent or his duly authorized representative, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

C1.2.1.2.11 Date falling on public holiday or weekend

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized public

Employer:		Contractor:	
Witness:		Witness:	



holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

C1.2.1.2.12 Ambiguities and inconsistencies

The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer shall give a binding instruction resolving the ambiguity or inconsistency.

C1.2.1.2.13 False claims by the Contractor

- a. Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated.
- b. Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database.

The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.

C1.2.1.2.14 Special Conditions

The successful Contractor must subcontract a minimum of 17% of the value of this Contract to an entity(s) described below. The value of the Contract for the purposes of this calculation shall be equal to the Contract Price (excluding VAT) as described in the General Conditions of Contract.

The subcontractor/s chosen for this purpose must be registered on National Treasury's Central Supplier Database (CSD) and must be from one of the following designated groups:

- An EME or QSE which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are youth;
 - An EME or QSE which is at least 51% owned by black women;
 - An EME or QSE which is at least 51% owned by black people with disabilities;
 - An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - A cooperative which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are military veterans;
 - an EME or QSE .
1. Subcontractors must be chosen from National Treasury's Central Supplier Database which can be accessed on National Treasury's website.
 2. Provision was made for subcontracting in the Bill of Quantities. Subcontracting activities are indicated in the Bill of Quantities. Where the provision for subcontracting is less than the

Employer:		Contractor:	
Witness:		Witness:	

minimum subcontracting requirement, the Contractor will identify additional subcontracting items or tasks that will meet the subcontracting minimum of 17% of the value of this Contract. In complying with this condition, the following shall be adhered with:

- The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc.
- The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the approval of the Employer's Agent.
- Where the identified items for subcontracting do not form 17% of the Contract Price, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage
- In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors.
- Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer.
- The Contractor will be liable to pay a penalty if the Subcontracting target of 17% has not been met by the end of the Contract. The Employer will deduct this penalty amount through the Payment Certificate process. The Employer will have full discretion as to when the penalty will be applied (i.e. the month in which the penalty amount will be deducted). In calculating the total amount that has been (will be) paid to SMME's, all amounts that have actually been reimbursed to SMME's will be taken into account including P&G's, amounts for actual work done, etc.
- The penalty amount described above shall be equal to 50% (fifty percent) of the difference between the target Subcontract amount (i.e. 17% of the Contract Price) and the actual amount that has been spent on Subcontractors/SMME's by the end of the Contract.

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

- Name of Subcontractor and BBBEE status
- Subcontractor *domicilium* and registered address of business, as well as status of compliance with all applicable legal requirements.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



4. The successful Contractor shall submit periodic SMME/Subcontractor reports to the Employer's Agent as follows:
- Status of progress against the Subcontracting Plan (described above), to the approval of the Employer's Agent
 - Subcontractor *domicilium* and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.
 - Name of Subcontractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the Subcontractor
 - Value of the work issued (this information must be submitted in a format that is readily auditable)
 - Monthly payments made to the subcontractor (this information must be submitted in a format that is readily auditable)
 - Assistance provided to the Subcontractor e.g. advance payments, acquisition of materials, machinery, tools, etc.
 - Performance of the Subcontractor, with evidence to support this performance assessment.
5. Upon completion of the project, the Contractor is required to provide a final report to JW on skills transferred to / acquired by the Subcontractor(s) engaged on the Project, description and value of work performed, as well as their overall performance.
6. The Contractor shall also indicate whether the experience gained by the Subcontractor is sufficient to assist the Subcontractor to improve their CIDB grading, with full details of supporting information.

Employer:		Contractor:	
Witness:		Witness:	

C1.2.1.3 Variations to General Conditions of Contract

Add the following Table:

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Agreement and Contract Data



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

Employer:		Contractor:	
Witness:		Witness:	



C1.2.2 Part 2: Data Provided by the Contractor

GCC Clause	Information						
Clause 1.1.9	<p>The name of the Contractor is.....</p> <p>The Contact person is.....</p>						
Clause 1.2.1.2	<p>The address of the Contractor is:</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>Physical Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> </div> <div style="width: 45%;"> <p>Postal Address:</p> <p>_____</p> <p>_____</p> <p>_____</p> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <p>Tel: _____</p> </div> <div style="width: 45%;"> <p>Fax: _____</p> </div> </div> <p>Email: _____</p>						
Clause 1.1.1.1 4	The time for achieving Practical Completion is 03 months from the Commencement Date						
Clause 6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>The Performance Guarantee shall be irrevocable, On-Demand Performance Guarantee, to be issued exactly in the form of the proforma document provided in favour of the client by a Bank or Recognised Financial Institution or Cash in lieu of bond will apply.</p> <p>Alternatively for smaller contractors below CIDB 6, a 10% will be retained from every invoice.</p>						
Clause 6.8.3	<p>The variation in cost of special materials is</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Type</th> <th style="width: 20%;">Unit</th> <th style="width: 40%;">Rate</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center; padding: 20px;"><i>NOT APPLICABLE</i></td> </tr> </tbody> </table>	Type	Unit	Rate	<i>NOT APPLICABLE</i>		
Type	Unit	Rate					
<i>NOT APPLICABLE</i>							

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water (SOC) Ltd



CONTRACT NO. JW14447

ENNERDALE DEPOT ROOF REPLACEMENT

VOLUME 1

PART 1.3: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	



TABLE OF CONTENTS

		PAGE
C1.3	FORMS AND SECURITIES	
C1.3.1	Form of Guarantee	C.29
C1.3.2	Blasting Indemnity	C.29
C1.3.3	Health and Safety Contract Between Employer and Contractor In Terms of Section 37(2) Of The Occupational Health and Safety Act No 85 Of 1993	C.35
C1.3.4	Health and Safety Contract General Information	C.36

Employer:		Contractor:	
Witness:		Witness:	108



C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

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

- a) Form of Guarantee
- b) Blasting Indemnity
- c) Agreement in terms of the Occupational Health and Safety Act
- d) Occupational Health And Safety Indemnity Undertaking

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

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

Employer:		Contractor:	
Witness:		Witness:	109



C1.3.1 Form of Guarantee

**TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.
 FORM OF DEMAND GUARANTEE IN RESPECT OF PERFORMANCE**

GUARANTEE REFERENCE NUMBER: [*]**

FORM OF ON DEMAND PERFORMANCE GUARANTEE

Whereas [insert the full name of the *Employer*], registration number: [insert registration number], of [insert full physical address] (the “*Employer*”) has awarded a contract for [insert a detailed description of the contract], under contract number: [insert details] (the “*Contract*”), to [insert full names of the *Contractor*], registration number [insert details], of [insert full physical address] (the “*Contractor*”).

And whereas the Contract requires the *Contractor* to provide to the *Employer* an on-demand performance guarantee for the due and proper performance by the *Contractor* of its obligations in terms of the Contract.

Now therefore: [insert full names of the *Guarantor*], registration number [insert details], of [insert the full physical address] (the “*Guarantor*”), duly represented by the undersigned: [insert the full names of the signatory], and [insert the full names of the signatory], acting herein in their respective capacities as: [insert full title] and [insert full title] respectively, of the *Guarantor*, and being duly authorized to sign this on demand performance guarantee (this “*Guarantee*”) and to incur obligations in relation thereto, in the name, and on behalf, of the *Guarantor* under, and in terms of, a Resolution of the Board of Directors or other written authority of the *Guarantor*, hereby irrevocably and unconditionally guarantees and undertakes that:

1. The *Guarantor* shall pay to the *Employer* on demand any sum or sums not exceeding the following aggregate amount: R [insert the amount] (the “*Guaranteed Amount*”) on presentation of a written demand signed by the *Employer* (the “*Demand*”), supported by a written statement signed by the *Employer* certifying that the *Contractor*, in the opinion of the *Employer* as at the date of issue of such Demand, is in breach of its obligations under the Contract or that a defect had occurred following the performance by the *Contractor* of its obligations under the Contract, and without being required to prove or set out the nature of any such breach or defect.
2. Neither the failure of the *Employer* to enforce strict or substantial compliance by the *Contractor* with its obligations under the Contract nor any act, conduct or omission by the *Employer* prejudicial to the interests of the *Guarantor* will discharge the *Guarantor* from liability under this Guarantee.
3. This Guarantee:
 - 3.1 automatically comes into full force and effect on the date of signature hereof by the *Guarantor*.
 - 3.2 automatically expires, whether or not returned to the *Guarantor* at the earlier of:
 - 3.2.1 [the defects date; or]
 - 3.2.2 90 (ninety) calendar days after the date of termination of the Contract, as notified in writing to the *Guarantor* by the *Employer*; or

Employer:		Contractor:	
Witness:		Witness:	110



3.2.3 **[insert time]** (Central African Time), at the abovementioned address of the Guarantor on **[insert date]**,

(the “**Expiry Date**”);

3.3 constitutes the primary obligations of the Guarantor and exists independently of the Contract or any amendment, variation or novation thereof; and

3.4 is governed by the laws of the Republic of South Africa and any dispute arising hereunder shall be subject to the jurisdiction of the South African courts. In respect of such proceedings, each of the Parties specifically consents to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

Employer:		Contractor:	
Witness:		Witness:	111



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Forms and Securities



4. Any Demand must be presented at the aforementioned address of the Guarantor on or before the Expiry Date. After the Expiry Date, this Guarantee shall become null and void, whether returned to the Guarantor for cancellation or not and any Demand received after the Expiry Date shall be ineffective.
5. The *Employer* may require the *Contractor* to extend this this Guarantee or replace it if the guarantee sum has not been paid in full by the date 28 days prior to the Expiry Date. If the guaranteed sum has not been paid in full by the date 28 days prior to the Expiry Date, and the guarantee has not been extended, the Guarantor unconditionally undertakes to pay to the *Employer* any amounts which the *Contractor* has not repaid (subject to the guaranteed sum) upon receipt by the *Employer*, within such 28 day period, of written demand for payment made in accordance with the terms of the advance payment guarantee.
6. Payments made in terms of this Guarantee shall be in cash, free of any set-off, with-holding, counterclaim or deduction of any nature whatsoever.
7. This Guarantee is transferable by the *Employer*, and the Guarantor consents to any transfer of this Guarantee by the *Employer* to any of its affiliates or any other person. This Guarantee is restricted to the payment of a sum of money only and limited to an aggregate amount equal to the Guaranteed Amount.
8. The Guarantor warrants that it has the power and has taken all action and obtained all licenses and approvals required for it, to grant and perform its obligations in terms of this Guarantee.
9. The Guarantor acknowledges that the *Employer* may make multiple demands under this Guarantee provided that the aggregate amount paid by the Guarantor in terms of this Guarantee shall not, at any time, exceed the Guaranteed Amount.
10. The Guarantor's obligations under this Guarantee are of a primary, independent nature and are not ancillary, accessory nor of a collateral nature, to the Contract. Any reference in this Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
11. For the purposes of this Guarantee, the abovementioned address of the Guarantor shall be its *domicilium citandi et executandi* for all purposes in connection with this Guarantee.

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1. _____

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Forms and Securities



For: **[insert name of the Guarantor]**
duly authorized and
warranting such
authority Full Name:
Capacity:

2.

For: **[insert name of Guarantor]**
duly authorized and
warranting such
authority Full Name:
Capacity:

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Forms and Securities



C1.3.2 Blasting Indemnity

Given by

*Company Registration No. _____

Address

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa, *Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein by _____
in his capacity as the Contractor's _____ duly
authorised hereto by a resolution of the Contractor dated _____
a certified copy of which resolution is attached to this Indemnity.

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

_____ and the Company requires this Indemnity from the Contractor

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

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

_____ on the

_____ day of _____ 20_____ in the
presence of the subscribing witnesses.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
Volume 1 Tender and Contract
Section C1 Forms and Securities



As witnesses

1. _____
Name & Surname Signature

2. _____
Name & Surname Signature

Duly authorised to
sign on behalf of _____

Address _____

Employer:		Contractor:	
Witness:		Witness:	



C1.3.3 Health and Safety Contract Between Employer and Contractor In Terms of Section 37(2) Of The Occupational Health and Safety Act No 85 Of 1993

Written agreement between Johannesburg Water ((Proprietary) Limited (hereinafter referred to as “the Employer) and _____ (hereinafter referred to as “the mandatory”) as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing _____ (mandatory) do hereby acknowledge that _____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good Standing Certificate : ☐ yes ☐ no (tick one box)

Employer:		Contractor:	
Witness:		Witness:	



C1.3.4 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is **JW14447 ENNERDALE DEPOT ROOF REPLACEMENT**
11. The area in which the work is to be conducted is **JOHANNESBURG WATER ENNERDALE DEPOT, JOHANNESBURG**
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

Employer:		Contractor:	
Witness:		Witness:	



C1.3.4.1 Occupational Health and Safety Indemnity Undertaking

I, the undersigned _____
in my capacity as _____
of the firm _____

1. Hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any of the Employer's buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by the Employer; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. And as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, the Employer -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against the Employer and/or any liability that the Employer may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or the Employer's clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against the Employer and any damages for which I, managers or directors of my firm hold the Employer liable.
3. My firm's compensation commissioner number is _____
and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have the authority to sign this indemnity undertaking and that the Employer is not obliged to confirm such confirmation.

Signed at _____ This _____ day
of _____

Signature

Capacity

As witnesses:

1

2

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water SOC Ltd



CONTRACT JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
VOLUME 1
PART 2: PRICING DATA

TABLE OF CONTENTS

	PAGE (S)
C2 PRICING DATA	3
C2.1 PRICING INSTRUCTIONS	3
C2.1.1 C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES (CIVIL ENGINEERING WORKS) 3	
C2.1.2 Sufficiency of tender.....	5
C2.1.3 Special payment conditions.....	5
C2.1.4 Health and safety	6
C2.1.5 EMP Implementation and Maintenance	7
C2.1.6 Subcontracting	7
C2.2 BILL OF QUANTITIES	9

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 C2.1.1 GENERAL PREAMBLE TO THE BILL OF QUANTITIES (CIVIL ENGINEERING WORKS)

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specifications. Variations and amendments to the Project Standard Specifications are contained in the Scope of Work, Portion 2: Variations and/or Additions to the Project Standard Specifications.
 - c) Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
 - d) The clauses in a specification in which further information regarding the Schedule item may be found are listed in the "Payment Refers" column in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
 - e) Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
 - f) The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Employer's Agent from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices. The Contractor must not order the quantities of materials stated in the Bill of Quantities until he has confirmed from the Construction Drawings or measurement on Site that such quantities are in fact the correct quantities.
 - g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
 - h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.



Employer:		Service Provider	
Witness:		Witness:	

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



Pricing Data

- i) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	mega-newton
m ³	=	cubic metre	MN.m	=	mega-newton-metre
m ³ km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt
W/day	=	Workday	R/only	=	Rate only

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

Unit : The unit of measurement for each item of work as defined in the SANS 1200.

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

Rate : The agreed payment per unit of measurement.

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

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

- k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause C3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.
- l) While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.
- m) The Bill of Quantities shall be completed by hand in INK or TYPED. The Bill of Quantities in the tender document may be replaced with the typed electronic Bill of Quantities, without changing the quantities, items and description.



Employer:		Service Provider	
Witness:		Witness:	

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



Pricing Data

C2.1.2 Sufficiency of tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the construction of the Works and of the rates and prices, which rates and prices shall, except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works.

C2.1.3 Special payment conditions

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

C2.1.3.1 Provided previously

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

- clearly state this in his qualifications; and
- still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

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

C2.1.3.2 Security

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

C2.1.3.3 Materials and equipment

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

C2.1.3.4 Permits and way-leaves

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

C2.1.3.5 Confined space

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



Employer:		Service Provider	
Witness:		Witness:	

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



Pricing Data

C2.1.3.6 Payment ONLY for works completed.

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

C2.1.4 Health and safety

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

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

C2.1.4.1 Compilation of health and safety plan

Unit: Sum

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

C2.1.4.2 Implementation of health and safety plan

Unit: Sum

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



Employer:		Service Provider	
Witness:		Witness:	

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



Pricing Data

Safety officer

Unit: Sum

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

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

C2.1.5 EMP Implementation and Maintenance

Unit: Sum

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

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

C2.1.6 Subcontracting

C2.1.6.1

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

C2.1.6.2

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



Employer:		Service Provider	
Witness:		Witness:	

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



Pricing Data

C2.1.6.3

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

C2.1.6.4

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

C2.1.6.5

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



Employer:		Service Provider	
Witness:		Witness:	

Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5



C2.2 BILL OF QUANTITIES

NOTE:

This is a firm tender.

Failure to adhere to this requirement will prejudice your tender

Name of tenderer (in full): _____

Telephone number: _____

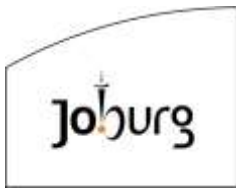
e-mail: _____

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

Signature: _____ Date: _____ 2022



Employer:		Service Provider	
Witness:		Witness:	



Johannesburg Water SOC Ltd



JW1447 ENNERDALE DEPOT ROOF REPLACEMENT VOLUME 2

PART 3: SCOPE OF WORK



Employer:		Contractor	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PART C3 SCOPE OF WORK

GENERAL

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

SCOPE

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

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

Portion 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS covers variations to the standardized specifications and particular specifications, which are applicable to the contract.

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

STATUS

The Project Specifications together with the drawings and Schedule of Quantity indicate the section of Standard Specification applicable to this Contract.

In the event of any discrepancy between parts of the Standard Specification and the Project Specifications, the latter shall take precedence and shall govern.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



TABLE OF CONTENTS

PORZION 1: PROJECT SPECIFICATION.....	3
PS 1 DESCRIPTION OF THE WORKS.....	3
PS 2 PRINCIPAL AGENT.....	4
PS3 PROCUREMENT	7
PORZION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS	15
PS 4 CONSTRUCTION	15
PS 5 CIVIL ENGINEERING SPECIFICATIONS.....	16
PS 6 STRUCTURAL ENGINEERING – STANDARD SPECIFICATIONS	17
PS6.1 Brickwork.....	17
PS2.2 Roof Structure and Covering	19
PS2.3 Plastering	20

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PORTION 1: PROJECT SPECIFICATION

PS 1 DESCRIPTION OF THE WORKS

PS 1.1 EMPLOYER'S OBJECTIVES

The objective of this contract is to complete the construction of the roof replacement for the Ennerdale Depot.

This will be achieved by engaging a Contractor with a CIDB grading of **3GB or higher** as the main contractor.

PS 1.2 BACKGROUND OF THE PROJECT

A Project Charter was received from Johannesburg Water's Infrastructure Planning and Asset Management (IPAM) for the replacement of the roof structure covering an area of 422m².

The full scope of work will be on the design and detailing of the roof structure, roof coverings, insulation, new fascia boards, suspended ceilings, electrical works, and plumbing.

CAPEX: Engineering Services Unit (ESU) through their Structural Engineering Division will be acting as Structural Engineers and Project Managers in implementing the project in line with the Framework for Infrastructure Delivery and Procurement Management (FIDPM)

IPAM as per the Project Charter has indicated that the following key challenges at the facility.

- Risk of total collapse of the roof structure.
- Possible injuries and/or casualties.

PS 1.3 OVERVIEW OF THE WORKS

The Works comprises the roof replacement and associated components. The intention is to construct the following works:

- Roof structure
- Roof coverings
- Electrical supply
- Plumbing works
- Waterproofing
- Rain water goods, (gutters and down pipes).

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 1.3 SCOPE OF WORKS

PS 1.3.1 STRUCTURAL ENGINEERING SCOPE OF WORKS

PS 1.3.1.1 SUMMARY OF WORKS

The scope of works for the Ennerdale Depot can be summarised as follows, but may not be limited to:

- Replacement of the roof structure covering a plan area of 422m².
- Roof coverings
- Insulation
- New fascia boards
- Suspended ceilings
- Electrical works
- Plumbing works
- Construction of a Gable Wall
- Rain water goods, (gutters and down pipes).

PS 1.4 LOCATIONS OF THE WORKS

The ENNERDALE DEPOT is located on an existing municipal stand within the Ennerdale area, adjoining the main arterial road, R558 Ennerdale Road. GPS co-ordinates of site are 27°51'11.3"E and 26°24'34.9"S.

Access to the site is from the Western side through James Street. A gatehouse is available at the main entrance which identified as Ennerdale Depot. Entrance to and from the site and access to the site will be controlled via a guard house.

PS 1.5 TEMPORARY WORKS

No Temporary works are envisaged under this contract.

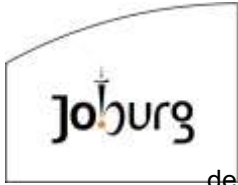
PS 2 PRINCIPAL AGENT

PS 2.1 EMPLOYER'S DESIGN

When and where specific reference is made or preference given to specified material, the Tenderer shall include such as his main offer in the tender. Should the Tenderer fail to comply with these requirements, this may lead to the disqualification of the tender submitted.

Tenderers are free to propose alternative material to that proposed by the principal agent and, provided that technical data sheets with details of each alternative proposal are submitted with the tender, such alternative proposals will be considered in the adjudication of a tender. Full details of any changes must be included with the tender. The cost of any changes to the existing

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT

SCOPE OF WORK



design will be for the Contractor's account where full details of the changes were not submitted with the tender.

Where material other than that proposed by the principal agent is accepted, it will be the sole responsibility of the Contractor to ensure repair work is compatible with the accepted material.

In case of the principal agent's acceptance of an alternative proposal, the Contractor shall submit in triplicate to the Engineer for his approval, detailed working drawings of the

Contractor's alternative design proposal before any related work is executed.

An extension of Time for Completion of the Contract due to time spent on the alteration of the tender drawings to suit the Contractor's alternative proposals or due to time spent in obtaining the principal agent's approval of such alternatives, shall not be considered.

Acceptance of an alternative proposal or offer shall not relieve the Contractor of any of his obligations in terms of the Contract. The Contractor's cost of preparation and submission of an alternative proposal shall be deemed to be included in the rates tendered for the execution of the Work.

PS 2.2 DRAWINGS

PS 2.2.1 VOLUME 2

1. The drawings that are issued for **TENDER PURPOSES** are those noted below:

DRAWING NUMBER	DESCRIPTION	REV
NAME BOARD		
S-JW14447-DET01.1-S01	PROJECT NAME BOARD INFORMATION	REV 0
STRUCTURAL ENGINEERING WORKS		
FOREMEN'S BUILDING		
S-JW14447-LAYOUT-S-400	ROOF GENERAL LAYOUT SHEET 1 OF 2	REV 0
S-JW14447-LAYOUT-S-401	ROOF GENERAL LAYOUT SHEET 2 OF 2	REV 0
S-JW14447-DTL-S-402	ROOF SECTION AND CONNECTION DETAILS	REV 0
S-JW14447-LAYOUT-S-403	CEILING LAYOUT SHEET 1 OF 2	REV 0
S-JW14447-LAYOUT-S-404	CEILING LAYOUT SHEET 2 OF 2	REV 0
S-JW14447-DTL-S-405	GABLE WALL DETAILS	REV 0

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 2.2.2 CONSTRUCTION DRAWINGS

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

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

PS 2.3 INFORMATION SUPPLIED BY EMPLOYER

Certain information contained in these Contract Documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative. More specifically this applies to all material surveys and reports and similar information, the accuracy of which is necessarily subject to the limitation of testing, sampling, the natural variation, of material or formations being investigated and the measure of confidence with which conclusions can be drawn from any investigations carried out. It also applies to the positions of existing services as indicated on the drawings and to cost estimates provided.

PS 2.4 DESIGN SERVICE AND ACTIVITY MATRIX

- a) The Employer is responsible for the design of the permanent Works as reflected in the Contract Document unless otherwise stated.

PS3 PROCUREMENT

PS 3.1 PREFERENTIAL PROCUREMENT PROCEDURES

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

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

These schedules contain all requirements with regard to preferential procurement.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 3.2 SUBCONTRACTING

The commitment of the Employer to Government Policy concerning the empowerment of the SMMEs shall be noted and adhered to by the main contractor. It is against this background that Johannesburg Water has made provisions under this contract to ensure that the main contractor impart skills to the local sub-contractors within the project area during the project implementation.

It is the intention of Johannesburg Water that the minimum targeted participation goal for the local sub-contractors is for but not limited to the full value of subcontracting works identified by the Employer as covered in the Bill of Quantities. The onus is upon the main contractor to handle and manage the procurement process of the sub-contractors.

The identified scope of work by the Employer is outlined in the Schedule of Quantities

The minimum requirements for selection of the sub-contractors are as follows:

1. Valid CK registration
2. CSD Registration
3. SA ID copies of owners
4. Active CIDB membership: **minimum grading 3GB**
5. Valid Tax clearance certificate
6. COIDA certificate
7. Company Profile including similar experience and skilled personnel CVs
8. Health and Safety Plan

The Contractor is:

To enter into a contract with any (nominated, selected sub-contractor(s). The number of sub-contractor(s) will be determined by the main contractor depending on the Subcontracting Scope of Work and the amount of work that is to be carried out under this Contract as outlined above and in the Bill of Quantities.

- a) Required to utilise local subcontractors (or regional if he fails to find suitable subcontractors from within the project locality)
- b) Responsible for all work executed (including QUALITY, CONTRACTUAL LIABILITIES) on his behalf or under his supervision and/or management by all sub-contractors, including nominated or selected sub-contractors.

Note:

- **Local** subcontractors are subcontractors from within the project suburb or ward.
- **Regional** subcontractors are subcontractors from within the region as per the City of Johannesburg's demarcation of the regions.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



The Contractor shall be expected to enter into a contract with the nominated or selected subcontractor(s). The Employer must be supplied with a copy of the contract/agreement for records.

The following applies to the select sub-contractors by the main contractor and will serve as a guideline to meeting out of work to select qualified sub-contracting companies.

The sub-contractor carrying out works as per item PS 3.2.1 must be minimum **1GB** CIDB graded, for building works and works on structures.

NB: The Engineer shall not negotiate directly with sub-contractors and all problems relating to programming, workmanship, etc., as they are matters between the Contractor and his sub-contractors.

In the execution of the Subcontract Work, the Contractor shall ensure that the Subcontractor(s) comply with all relevant legislation and regulations including, but not confined to, the Occupational Health and Safety Act. The Contractor hereby indemnifies the Employer against any loss, damage, or claim for Subcontract Works.

PS 3.2.1 PERFORMANCE AND EXECUTION OF THE SUBCONTRACT WORK

The main contractor must ensure that his subcontractors shall supply sufficient, suitable resources (e.g. equipment, labour, material) to execute all the Subcontract Work including the portion identified by the Employer as outlined in the Scope of Work PS 3.2 and Bill of Quantities.

The Contractor shall also ensure that the Subcontractor(s) shall execute the Subcontract Work in accordance with the Scope of Work and Programme to the reasonable satisfaction of the Employer.

PS 3.2.2 QUALITY OF THE SUBCONTRACT WORK

It is the responsibility of the Contractor to ensure that the Subcontractor shall be capable of executing the Subcontract Work efficiently and in accordance with the Scope of Work.

PS 3.2.3 LAWS AND REGULATIONS

The Contractor shall ensure that the subcontractor(s) complies with the paying all amounts due in respect of his employees and himself in terms of all relevant legislation and regulations including, but not confined to, the

- Income Tax Act, the
- Compensation for Occupational Injuries and Diseases Act,
- Unemployment Insurance Act,
- Basic Conditions of Employment Act,

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 3.2.4 RESOURCES TO COMPLETE SUBCONTRACT WORK

Although it is preferred by Johannesburg Water SOC Ltd (JW) that the Contractor ensure that the Subcontractor(s) supply all required resources such as labourers, equipment, hand tools, power-driven tools if need be, which are required by him for the execution of the Subcontract Work, however the onus is upon the Contractor to determine the extent of resources the subcontractor shall supply to ensure that the works are completed in time. The agreement between the Contractor and subcontractor is the Contractor's responsibility and JW is indemnified from any agreements entered between Contractor and his subcontractor(s).

PS 3.2.5 PAYMENT

The Contractor shall ensure that sub-contractor(s) are paid within stipulated time as per the Agreement with the subcontractor failure which the contractor can be reported to the Employers' Supply Chain Department and may prejudice his future employment with Johannesburg Water.

PS 3.2.6 RETENTION MONIES

The Employer will deduct Retention money for the overall works including the Subcontract Work at the percentage stated in the Contract Data.

PS 3.2.7 RESOLUTION OF DISPUTES

Should any dispute between the Contractor and the Subcontractor arise out of the provisions of the Subcontract, or the execution of the Subcontract Work, every effort shall be made by the Parties to resolve the matter themselves without the intervention of the Employer. The agreement signed between the contractor and sub-contractor should state dispute resolution procedure.

PS 3.3 PARTICIPATION OF TARGETED LABOUR

PS 3.3.1 Minimum Targeted Labour Contract Participation Goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at the alleviation of poverty through the creation of employment opportunities, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this contract, therefore, that the work be executed in such a manner so as to maximise the use of labour-intensive construction methods in order to provide low and semi-skilled employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted labour Contract Participation Goal (CPGL) is **100%** for all brick laying and roof tiling in the project.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 3.3.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“Target area” means the geographical area shown on plan in Part C4: Site Information

“Targeted labour contract participation goal (CPGL)” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her subcontractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“Targeted labour” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her subcontractors, in the performance of the contract.

“Threshold value” is R200.00 per day. The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, No. 75 of 1977.

“Value of the contract” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

PS 3.3.3 The Selection and Recruitment of Targeted Labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Principal Agent.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 3.3.4 Contract Participation Goal Credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour to a percentage of the value of the contract. No credits shall be awarded should the contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be awarded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Project Labour Report which is required to be furnished by the Contractor.

In addition to the forms required for contract administration (the Project Labour Report and Targeted Labour Contract Participation Expenditure Report, in particular), the Contractor shall furnish the Principal Agent with copies of the employment contracts entered into with targeted labour, as well as evidence of payments to such labour in the form of copies of payslips or payroll runs.

PS 3.3.5 Training of Targeted Labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

PS 3.3.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 3.4 COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Principal Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.5: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

PS 3.4.1 APPOINTMENT, OFFICE AND REPLACEMENT OF CLO

- The CLO will be appointed for the duration of the construction phase of this Contract.
- The CLO will occupy his own office in the Contractor's camp from where he will fulfil his duties to identify, screen and nominate labour from the community in accordance with the Contractor's requirements.
- The CLO will communicate with the Contractor daily regarding labour requirements.
- Should it become apparent that the appointed CLO fails to meet his duties, he may be relieved from his duties and replaced by a new CLO in consultation and approval with the Project Steering Committee.
- One CLO will be appointed per ward from the time that work starts in that ward until all work in that ward has been completed.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS 3.4.2 DUTIES OF THE CLO

- He will attend all meetings of the committee pertaining to this Contract.
- He will be available on site daily between the hours of 07:30 and 18:30, and at other times as the need arises.
- He will consult with the Contractor and the Engineer daily to determine the labour requirements regarding amount and skills, to identify possible labour disputes, and to inform local labourers timeously when they will be relieved.
- He is responsible to screen candidates, to inform them of their conditions of temporary employment and to ensure their timeously availability.
- He will ensure that all workers who are involved in activities where productivity rates have been agreed, are fully informed regarding the expected level of productivity for the given tasks to be assigned as part of this Contract.
- He will attend disciplinary proceedings to ascertain that hearings are fair and reasonable.
- In consultation with the Contractor, he will determine the needs of the local labour for relevant technical training. Again, he will be responsible for the identification of suitable trainees. He will also be required to attend some of the training sessions.
- He will keep a daily written record of his interviews and community liaison.
- He will attend the first part of the monthly Contractual site meetings to report about the local community labour involvement as well as any other relevant problem that needs attention.
- He will liaise regularly with the Project Steering Committee to ensure that their co-operation is obtained and their decisions accommodated. He will thus act as a liaison officer between the Contractors on site and the local community through the project committee.
- He will be involved in all SMME related matters (Contracts, terminations etc)

PS 3.4.3 SCHEDULED ITEMS

PS 3.4.3.1 Community Liaison Officers..... Unit: Provisional Sum

The tendered sum shall include full compensation for the provisions of the CLO including salary, provision of an office, transport costs, the cost of typing, printing and distributing notices, and for all other obligations described in PS3.4.2.

The Contractor must supply the CLO with a cellular phone for the duration of the CLO employment Contract and this rate must cover the cost of procuring and commissioning that phone.

The Contractor must allow R 500,00/month per CLO for work related calls. Calls above this amount will be for the CLO account.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

PS 4 CONSTRUCTION

PS 4.1 GENERAL CONDITIONS AND APPLICABLE STANDARD

PS4.1.1 General Conditions

The “Special Condition of Contract” to be read in conjunction with the “General Conditions for Construction Works 2015 Third Edition (GCC 2015)..

PS4.1.2 National standards

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

SANS	Description
28	: Metal ties for cavity walls (1986)
227	: Burnt clay masonry units (2007)
282	: Bending dimensions and scheduling of steel reinforcement for concrete (2004)
523	: Limes for use in building (2007)
558	: Cast iron surface boxes and manhole and inspection covers and frames (1973)
674	: 2008
920	: Steel bars for concrete reinforcement (2005)
1024	: Welded steel fabric for reinforcement of concrete (2006)
1083	: Aggregates from natural sources - Aggregates for concrete (2006)
1090	: Aggregates from natural sources - Fine aggregates for plaster and mortar (2002)
1200 A	: General (1986)
1200 AB	: Employer's Agent's office (1986)
1200 C	: Site clearance (1980)
1200 D	: Earthworks (1988)
1200 DB	: Earthworks (Pipe trenches) (1989)
1200 DK	: Gabions and Pitching (1996)
1200 G	: Concrete (Structural) (1982)
1200 GA	: Concrete (Small works) (1982)
1200 GE	: Precast Concrete (1984)
1200 L	: Medium-pressure pipe lines (1983)
1200 LB	: Bedding (Pipes) (1983)
1200 LC	: Cable ducts (1981)
1200 LF	: Erf connection (water) (1983)
1200 LG	: Pipe jacking (1983)
1200 DM	: Earthworks (Roads,Subgrade) (1981)
1200 LD	: Sewers (1982)
1491-1	: Portland cement extenders Part 1: Ground granulated blast-furnace slag (2005)
1491-2	: Portland cement extenders Part 2: Fly ash (2005)
1491-3	: Portland cement extenders Part 3: Silica fume (2005)
1882	: Polymer concrete surface boxes, manhole and inspection covers, gully gratings and frames (2003)
50197-1/	: Cement - Part 1: Composition, specifications and conformity criteria for common

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



EN 197-1 : cement
5831 : Presence of chlorides in aggregates
5861-2 : Concrete tests - Sampling of freshly mixed concrete (2006)
5862-1 : Concrete tests - Consistence of freshly mixed concrete - Slump test (2006)
5863 : Concrete tests - Compressive strength of hardened concrete (2006)
5864 : Concrete tests - Compressive strength of hardened concrete (2006)
5865 : Concrete tests - The drilling, preparation, and testing for compressive strength of cores taken from hardened concrete (1994)
0268-1 : Welding of thermoplastics – Welding Processes
1476:2009 : Fabricated flanged steel pipework

Reference is made to certain provisions of:

SANS 1921-5 Construction and management requirements for works contracts:
Earthworks activities which are to be performed by hand
SANS 1914-5 Targeted construction procurement: Participation of targeted labour

All the above specifications are not issued with this volume but are available at the Contractor's expense from: Standards South Africa,

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

PS 5 CIVIL ENGINEERING SPECIFICATIONS

PSA-8 MEASUREMENT AND PAYMENT

B1. SECTION 1200A: GENERAL REQUIREMENTS AND PROVISIONS

Item	Unit
PSA 8.6 Prime Cost Sums	
a) Additional tests required by the Engineer	PC Sum
b) Charge required by Contractor on sub-item 8.6.a above	%

The rate shall be prime sum for item PSA 8.6 a) and shall make provision for the procurement of a SANAS accredited laboratory to conduct testing and certification of results as instructed by the Engineer or the Engineer's representative.

The rate for item PSA 8.6 b) shall be percentage for mark-up on the prime cost and shall make full provision for the costs incurred by the Contractor in procuring and supervising the laboratory personnel.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



- a) And b) shall only be used when the Engineer or his representative has given an instruction in writing to conduct such tests. Normal quality control tests done by the Contractor does not form part of this item.

Item	Unit
PSA 8.8.7 Dismantling of roof structure and depose unwanted material of existing Roof structure.	Sum

The rate shall be a cost sum and shall make full provision for the dismantling/demolishing of the existing Roof structure structure. The rate shall also include haulage of the material to spoil at a dump site chosen by the Contractor. No overhaul or dump site costs will be paid under this item as it will be deemed included in the tendered sum amount.

Item	Unit
PSA 8.8.9 Application fees	
a) Any fees payable on behalf of the Client	Prov Sum
b) Extra-over item PSA 8.8.7 for handling and profit	%

The rate shall be provisional sum and shall make full provision for paying fees on behalf of the Client. This item will be used at the sole discretion and instruction of the Engineer or his representative. Percentage mark-up for profit and attendance will cover cost incurred by the Contractor. The provisional sum will be based on actual payment made on behalf of the Client and as such proof of payment is required before the item can be claimed.

PS 6 STRUCTURAL ENGINEERING – STANDARD SPECIFICATIONS

PROJECT SPECIFICATIONS

PS6.1 Brickwork

PS6.1.1 Sand

The sand shall consist of clean, hard sand, to be well graded to comply with SANS 1090. It shall be free from particles, clay, organic material and shall be screened and washed if necessary and shall comply with such tests as requested by the Engineer.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS6.1.2 Cement

All cement shall be Portland Cement of normal setting quality in accordance with provisions and conditions of SANS 50197-1 for Portland Cement. Cement kept on site shall be stored in such a manner that it is prevented from deterioration or contamination. Any cement found to be defective shall be removed from site. The maximum storage period of cement on site shall be six (06) weeks.

PS6.1.3 Mortar Mixing

All mortars are to be mixed in a mortar-mixing machine or a non-absorbent, closed-joined platform. The platforms are to be kept clean and old mortar removed before and new batch of mortar is prepared for mixing.

PS6.1.4 Cement Mortar

Cement mortar shall comply with the requirements of Class II mortar as per Table 1 of SANS 0164-1. Unless otherwise described, shall be composed of five parts by volume of sand to one part by volume of cement for all internal walls and four parts by volume for of sand to one part by volume of cement for all external walls. Cement mortar is to be mixed in small quantities and must be used immediately as no mortar has started to set shall be used.

PS6.1.5 Bricks

Bricks shall be of best quality, hard, sound, even size and shape and equal to samples submitted to and approved by the Engineer. All load and non-load bearing bricks shall have a minimum crushing strength

of 14 MPa. Face bricks shall have a maximum water absorption of 15%. Consideration will be given to the use of cement bricks should clay bricks of adequate quality is not available.

PS6.1.6 Setting Out Accuracy

All walls, partitions, projections, openings etc., shall be carefully set out in accordance with the drawings and also checked with the overall dimensions.

The accuracy of construction shall be in accordance with SANS Code of Practice 10055-2009.

PS6.1.7 Construction of Brickwork

All brickwork shall be built in stretcher bond with brickforce every 4th Course. Only whole bricks may be used except where legitimately required for bond. The bricks shall be well wetted with water before being laid and the course laid last shall be well wetted before bedding fresh bricks upon it. All bricks

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



shall be carried up plump and level. The brickwork shall have joints flushed solid at every course throughout the whole width of each course and bricks shall be laid on solid bed mortar. The joints of all walls to be plastered or tiled shall be raked out as the work proceeds to form a key. All walls shall be carried up regularly so that no part is more than 1,2m higher than the adjoining wall. Mortar beds generally, unless otherwise described, shall not exceed 10mm in thickness. Ties between brick walls shall consist of every 4th course of new brick being built into existing wall by half a brick length.

PS6.1.8 Cleaning Off

Special care shall be taken to keep brickwork free from mortar droppings as the work proceeds, and at completion they shall be cleaned with approved cleaning material, such as "Mortar Lift".

PS6.2 Roof Structure and Covering

PS6.2.1 Roof Structure

The roof structure shall be of timber construction as shown in the drawings.

The Timber members shall be mechanically graded and have a minimum grading of Grade 7. The roof trusses shall be tied down to the brickwork in accordance with the requirements of SANS 10400.

PS6.2.2 Roof Covering

Where possible, the existing concrete tiles will be used as roof covering and any replacement material should match the existing tiles.

PS6.2.3 Insulation of Roofs

Roof insulation, if required, as per the design drawings.

PS6.2.4 Ceilings

Ceilings shall be as per the drawings.

PS6.2.5 Gutters and Down Pipes

Gutters and Down pipes, if required, shall be as per the design drawings.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



PS6.3 Plastering

PS2.3.1 Cement

Cement shall be ordinary Portland Cement complying with SANS 50197-1.

PS2.3.2 Lime

Lime shall be Type A2P hydrated lime complying with SANS 523.

PS2.3.3 Sand

Sand shall comply with SANS 1090 for relevant types of plaster or other in-situ finishes.

PS2.3.4 Preparatory Work

Surfaces should be clean and free of oil and thoroughly wetted directly before and plastering or other in-situ finishes commences. Concrete Preparatory coats shall be thoroughly scored and roughened to form a proper key.

PS2.3.5 Finish

All final coats of plastering shall be executed in one operation without and blemishes.

No touching up of finished work will be permitted.

PS2.3.6 Thickness of Plaster

Skim plaster shall be 6mm thick and all other plaster shall not be less than 10mm and not more than 20mm thick.

PS2.3.7 Cement Plaster

Cement plaster shall be of one part cement and five parts sand. All internal plaster shall be finished with steel trowel.

PS2.3.8 Descriptions

Descriptions for plaster and other in-situ finishes shall be deemed to include the necessary preparatory work. Plastering described as being on vertical surfaces of brickwork shall include lintels and beams flush with the face of the wall.

Employer:		Contractor:	
Witness:		Witness:	



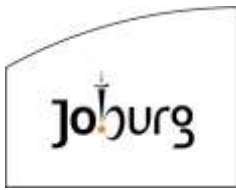
Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SCOPE OF WORK



Please refer to the drawing listed below for the Structural Engineering Specifications.

DRAWING NUMBER	DESCRIPTION	REV
S-JW14447-DTL-S-402	ROOF SECTION AND CONNECTION DETAILS	REV 0

Employer:		Contractor:	
Witness:		Witness:	



Johannesburg Water SOC Ltd

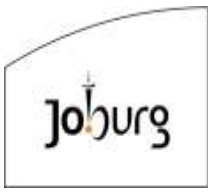


JW14447 ENNERDALE ROOF REPLACEMENT VOLUME 2

PART 4: SITE INFORMATION



Employer:		Contractor	
Witness:		Witness:	



Contract JW14447
ENNERDALE DEPOT ROOF REPLACEMENT
SITE INFORMATION



TABLE OF CONTENTS

	PAGE (S)
C4 SITE INFORMATION.....	1
C4.1....GENERAL	1
C4.2....SITE LOCATION	1
C4.3....ACCESS TO SITE AND RESTRICTIONS	2
C4.4....EXISTING SERVICES, SERVITUDES AND WAYLEAVES	2
C4.5....SECURITY	2
C4.6....NATURE OF GROUND AND SUBSOIL CONDITIONS.....	2

Employer:		Contractor	
Witness:		Witness:	

C4 SITE INFORMATION

C4.1 GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

C4.2 SITE LOCATION

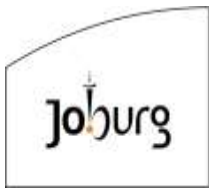
The ENNERDALE DEPOT is located on an existing municipal stand within the Ennerdale area, adjoining the main arterial road, R558 Ennerdale Road. GPS co-ordinates of site are 27°51'11.3"E and 26°24'34.9"S.

Access to the site is from the Western side through James Street. A gatehouse is available at the main entrance which identified as Ennerdale Depot. Entrance to and from the site and access to the site will be controlled via a guard house.

The Ennerdale Depot falls under Region G of the City of Johannesburg. See a locality plan of the site below.



Employer:		Contractor	
Witness:		Witness:	



C4.3 ACCESS TO SITE AND RESTRICTIONS

Access to the site is from the Western side through James Street..

The Contractor may not operate any valves or any other equipment currently in use on the works without written permission from the Works Manager.

C4.4 EXISTING SERVICES, SERVITUDES AND WAYLEAVES

N/A

C4.5 SECURITY

The Contractor shall be responsible for the security of his personnel, materials and construction plant on and around the site of the works and for the security of his camp, and the Client in this regard will consider no claims.

C4.6 NATURE OF GROUND AND SUBSOIL CONDITIONS

N/A

Employer:		Contractor	
Witness:		Witness:	



Item	Payment Reference	Description	Unit	Quantity	Rate	Amount
1		BILL No. 1 : PRELIMINARY AND GENERAL				
1.1	8.3	FIXED CHARGE ITEMS				
1.1.1	8.3.1	Contractual requirements	Sum	1.0		
1.1.2	8.3.2	Establishment of facilities on site:				
	8.3.2.1	(a) Facilities for the Engineer				
		(i) Ablution and Latrine facilities	Sum	1.00		
		(ii) Name Board(s)	Sum	1.00		
	8.3.2.2	(b) Facilities for the Contractor				
		(i) Offices and storage sheds	Sum	1.00		
		(ii) Ablutions and latrine facilities	Sum	1.00		
		(iii) Tools and equipment	Sum	1.00		
		(iv) Dealing with existing services	Prov. Sum	1.00	R 1 200.00	
		(v) Handling cost for the item above	%	R 1 200.00		
1.1.3	8.3.3	Other Contractual requirements	Sum	1.0		
1.1.4		Compliance with the Occupational Health and safety Act and applicable regulations				
		Provision of a Health and Safety Plan	L/sum	1.0		
		Provision of a Health and Safety file	L/sum	1.0		
		Implementation of OHS Plan	L/sum	1.0		
		Carried to forward				

Item		Description	Unit	Quantity	Rate	Amount
1.2	8.4	TIME RELATED ITEMS				
1.2.1	8.4.1	Contractual requirements	Months	3.0		
1.2.2	8.4.2	Operations and maintenance of facilities on site for the duration of the construction:				
	8.4.2.1	(a) Facilities for the Engineer				
		(i) Ablution and Latrine facilities	Months	3.00		
		(ii) Name Board(s)	Months	3.00		
	8.4.2.2	(b) Facilities for the Contractor				
		(i) Offices and storage sheds	Months	3.00		
		(ii) Ablutions and latrine facilities	Months	3.00		
		(iii) Tools and equipment	Months	3.00		
1.2.3		Community Liason Officer (CLO) including Telephone allowance	Prov sum	1.00	R 50 000.00	
1.2.5		Mark-up on Item 1.2.3 and 1.2.4	%	R 50 000.00		
1.2.6		Contractor's time related charges associated with complying with Project Specific Safety, Health and Safety Act. And Construction Regulations	Months	3.00		
		Carried to Summary				



Item	Description	Unit	Quantity	Rate	Amount
2	BILL NO.2 : CARPENTRY AND JOINERY				
	ROOF TRUSSES, ETC.				
2.1	Removal of existing timber roof trusses and dispose	Sum	1.00		
2.2	ROOF TRUSSES, ETC.				
	Bolted and nailed timber roof truss construction:				
	Sawn SA Pine Grade 7:				
2.2.1	38 x 114mm Wall plates.	m	82.00		
2.2.2	38 x 114mm Vertical Bracing. (Provisional)	m	7.00		
2.2.3	38 x 152mm Cross bracing.(Provisional)	m	14.00		
2.2.4	38 x 114mm Cross Bracing. (Provisional)	m	92.00		
2.2.5	38 x 38mm Purlins.	m	1488.00		
	Timer truss, 10250mm span x 1630mm high overall with 600mm eaves overhang projection on both sides.	No.	55.00		
2.3	ROOF SUNDRIES				
	Sundries:				
	4mm Diameter roof tie 1.5m girth bent double with one end fixed to timber and other end built into brickwork 8 courses .	No.	110.00		
	EAVES, VERGES, ETC				
2.3.1	Fibre Cement Barge Boards:				
	80 x 200mm barge board , joined with PVC H profile joiners and screwed to sprocket ends.	m	25.00		
2.3.2	Fibre-cement Facia Boards:				
	10 x 225mm Fascias including galvanised steel H-profile jointing strips fixed to rafterfeet.	m	82.00		
2.3.3	Rainwater Goods				
		Prov.Sum	1.00	R 20 000.00	
	Carried to Summary				



Item		Description	Unit	Quantity	Rate	Amount
3		BILL NO. 3 : MASONRY				
3.1		BRICKWORK				
3.1.1		Demolish existing existing gable wall and dispose material	Sum	1.00		
		Sizes in descriptions:				
		Where sizes in descriptions are given in brick units, 'one brick' shall represent the length and 'half brick' the width of a brick.				
		GABLE WALL				
3.1.2		Face and Standard Brick and sizes 222 x 106 x 73 mm high, 7.8 MPa strength laid in Class II mortar				
		In Gable Wall.	m ²	9.00		
3.2		BRICKWORK SUNDRIES				
3.2.1		Brickwork reinforcement:				
		150mm Wide reinforcement built in horizontally.	m	25.00		
		Carried to Summary				



Item		Description	Unit	Quantity	Rate	Amount
4		BILL NO. 4 : ROOF COVERING				
4.1		CONCRETE ROOF TILES				
4.1.1		Removal of existing roof tiles and undertile membrane and dispose	m ²	996.00		
4.1.2		Roof covering with pitch not exceeding 17.5 degrees.	m ²	996.00		
4.1.3		Ridge capping to match the roof covering colour.	m	83.00		
4.2		UNDERTILE MEMBRANE				
4.2.1		Undertile membrane to Engineers Specification	m ²	996.00		
		Carried to Summary				



Item		Description	Unit	Quantity	Rate	Amount
5		BILL NO. 5 : CEILINGS				
5.1		Existing Suspended Ceiling and Light fittings.				
5.1.1		Remove existing suspended ceiling and light fitting and dispose	Sum	1.00		
5.2		Proprietary suspended ceilings				
		Hangers, suspension grids, "lay-in" panels, etc are to be in accordance with the manufacturers' recommendations				
5.2.2		Ceilings shall comprise 9,5mm gypsum plasterboard boards screwed to and including screw-up suspension grid consisting of main tees at 1 200mm centres and galvanised steel capped cross tees at 400mm centres and with tape fixed over joints and the whole finished with gypsum plaster trowelled to a smooth polished surface	m²	422.00		
		<i>Electrical light fittings, diffusers, panels etc are generally "lay-in" units of the same dimensions as the suspension grid described and allowance must be made in the rates accordingly for their support inclusive of any flexibility in setting out that may be required (ceiling panels have not been deducted and pricing is to take cognisance thereof)</i>				
5.2.3		Light fittings	Prov. sum	1.00	R 50 000.00	
		Carried to Summary				



CONTRACT JW14447: ENNERDALE DEPOT ROOF REPLACEMENT	
CALCULATION OF TENDER SUM	
TOTAL: BILL No. 1	R
TOTAL: BILL No. 2	R
TOTAL: BILL No. 3	R
TOTAL: BILL No. 4	R
TOTAL: BILL No. 5	R
TOTAL OF SCHEDULE OF QUANTITIES	R
CONTINGENCY ALLOWANCE @ 10%	R
SUB-TOTAL	R
VALUE-ADDED TAX (VAT)	
The Tenderer shall add 15% of the Total of Schedule of Quantities above for Value-Added Tax	R
TENDER SUM CARRIED TO THE TENDER FORM	R
SIGNED ON BEHALF OF TENDERER :	

3457

1247

96

97

780

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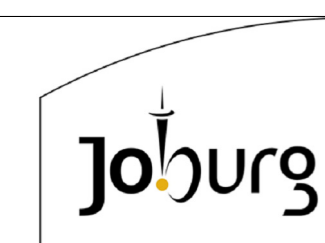
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ISSUED FOR
INFORMATION ONLY

DESIGNED	I.MONKOE	APRIL 2024
DRAWN	SIGNATURE:	
	K. KOLBERG	APRIL 2024
CHECKED	SIGNATURE:	
	I.MONKOE	APRIL 2024
APPROVED BY:	SIGNATURE:	
	L.NEMUSOMBORI	JULY 2024
	SIGNATURE:	ECSA REG. No:



Municipality



a world class African cit

IMPROVEMENT OF DEPOTS
ROOF REPLACEMENT AT ENNERDALE DEPOT
PROJECT SIGN BOARD

Project description:	
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SCALE

AMENDMENTS

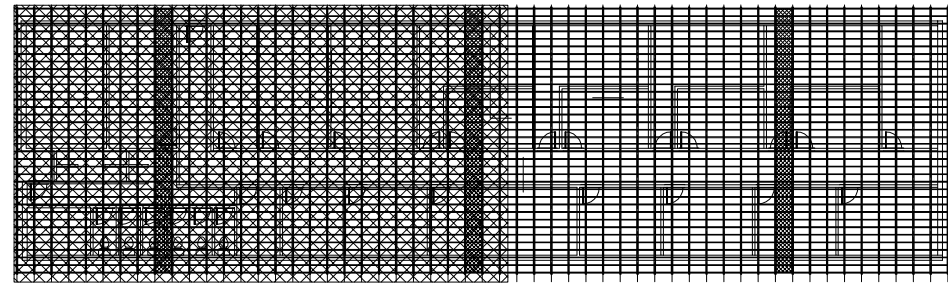
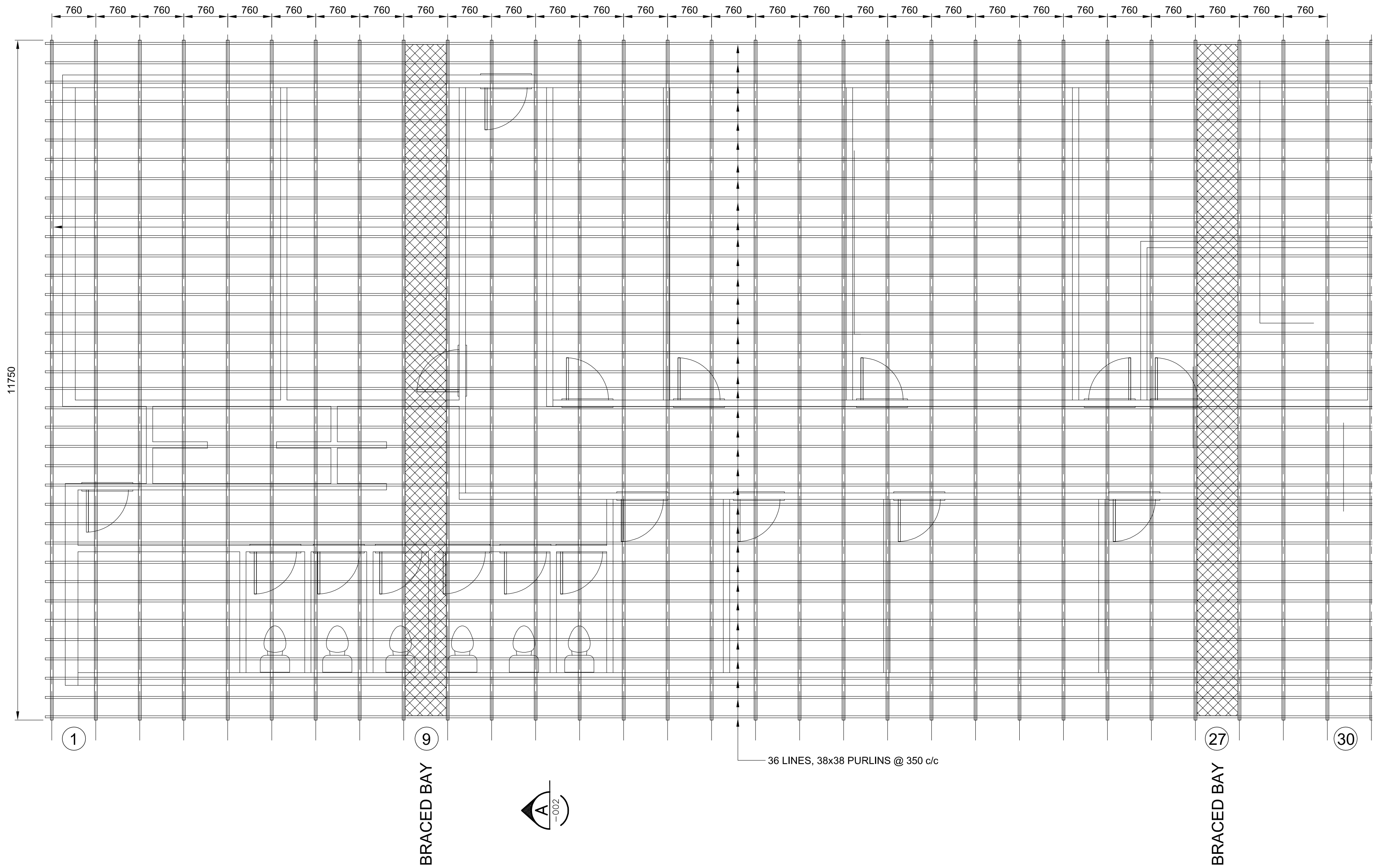
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KEY PLAN

LEGEND

- ① - BAY NUMBER
- BRACED BAY

TRIPLE "HOWE TYPE" MECHANICALLY GRADED
TIMBER TRUSSES @ 760 c/c

ROOF LAYOUT
1:50

CONSULTING ENGINEERS
CAPEX - ENGINEERING SERVICE UNIT
TURBINE HALL - 3RD FLOOR
65 NTEMI PILISO STREET
NEWTOWN
JOHANNESBURG
2113

DESIGNED	IM	11 APRIL 2024
	SIGNATURE:	
DRAWN	KK	11 APRIL 2024
	SIGNATURE:	
CHECKED	IM	11 APRIL 2024
	SIGNATURE:	
APPROVED BY:	IM	11 APRIL 2024
	SIGNATURE:	
		ECSA REG. No:



JOHANNESBURG WATER SOC Ltd
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FAX: +27(0)11 688-1528

Municipality:



Project description:

IMPROVEMENT OF DEPOTS
ROOF REPLACEMENT AT ENNERDALE DEPOT
ROOF GENERAL ARRANGEMENT

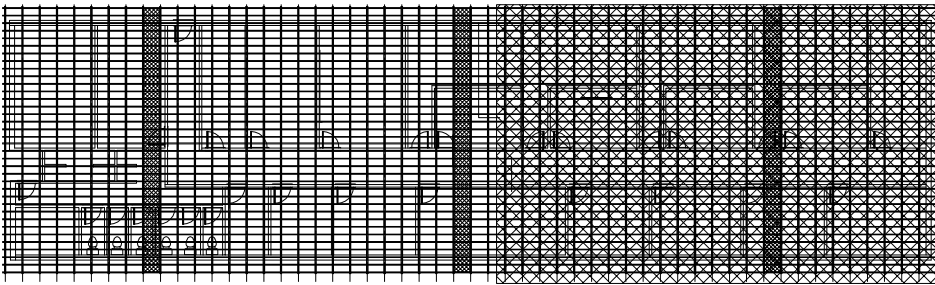
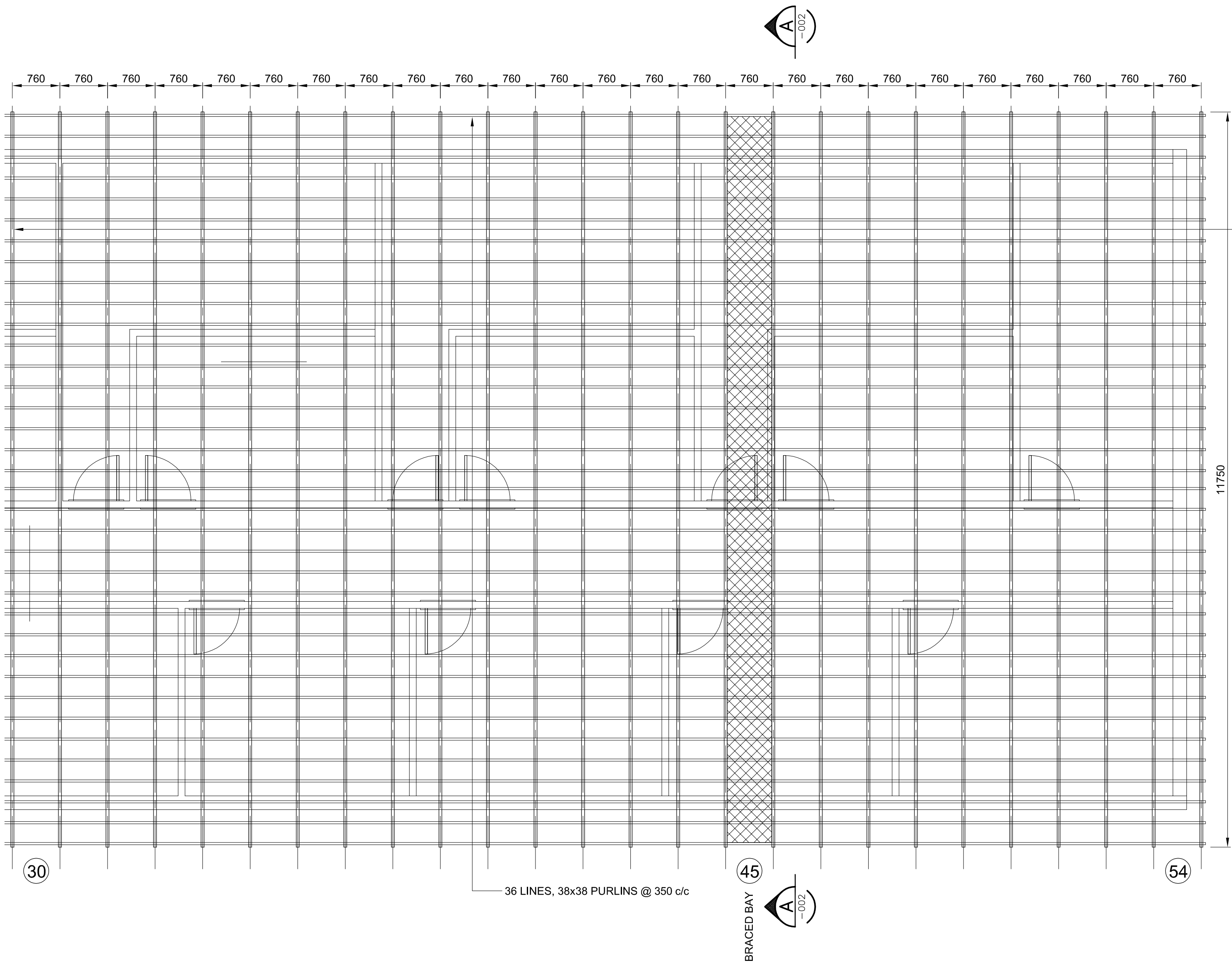
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AMENDMENTS

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PROJECT No:	DISCIPLINARY	REV.
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KEY PLAN

LEGEND

- ① - BAY NUMBER
- ▨ - BRACED BAY

ROOF LAYOUT - CONTUED..
1:50

CONSULTING ENGINEERS
CAPEX - ENGINEERING SERVICE UNIT
TURBINE HALL - 3RD FLOOR
65 NTEMI PILISO STREET
NEWTOWN
JOHANNESBURG
2113

DESIGNED	IM	11 APRIL 2024
	SIGNATURE:	
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	SIGNATURE:	
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	SIGNATURE:	
APPROVED BY:	IM	11 APRIL 2024
	SIGNATURE:	ECSA REG. No:



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Municipality:



Project description:

IMPROVEMENT OF DEPOTS
ROOF REPLACEMENT AT ENNERDALE DEPOT
ROOF GENERAL LAYOUT

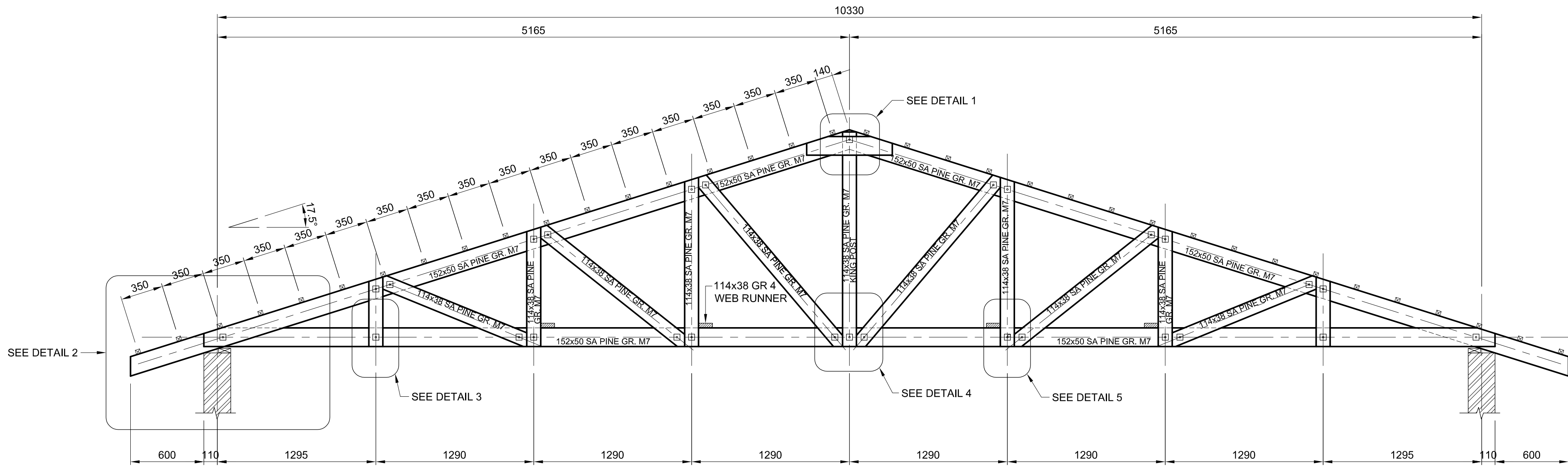
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AMENDMENTS

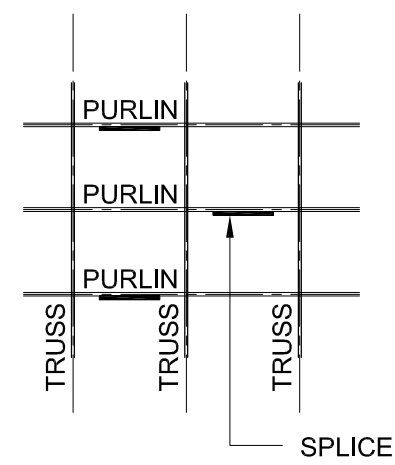
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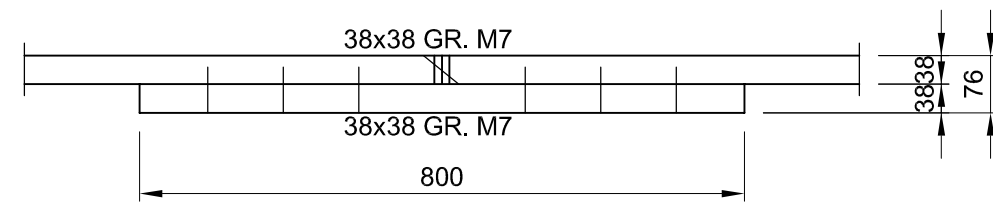
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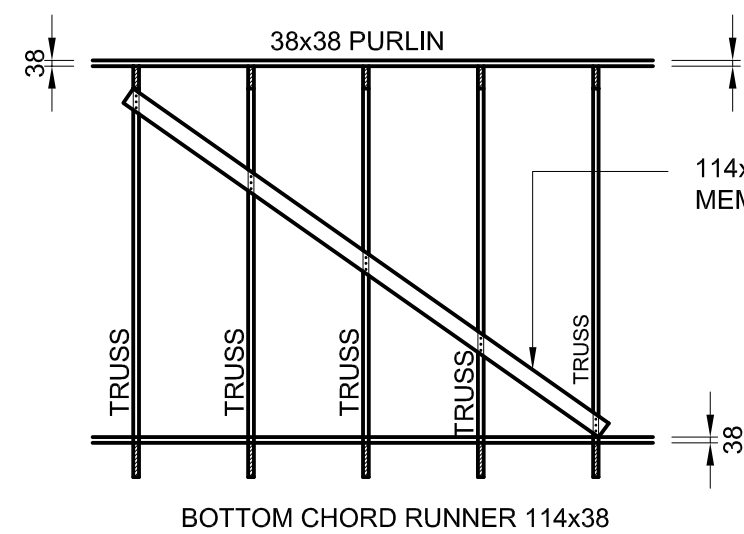
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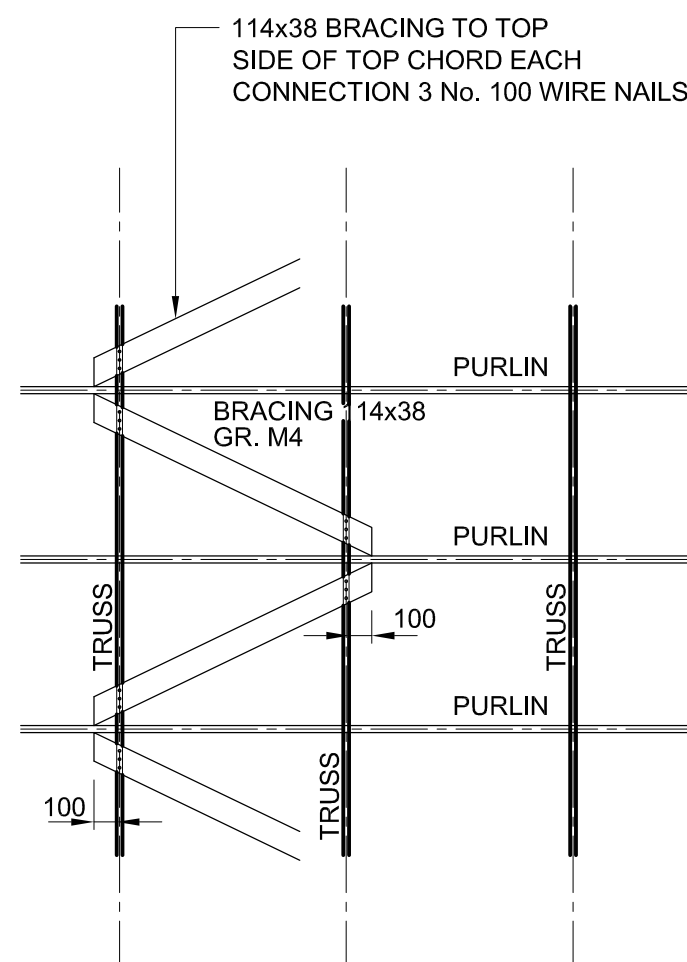
SPLICE PARTTEN LAYOUT
NTS



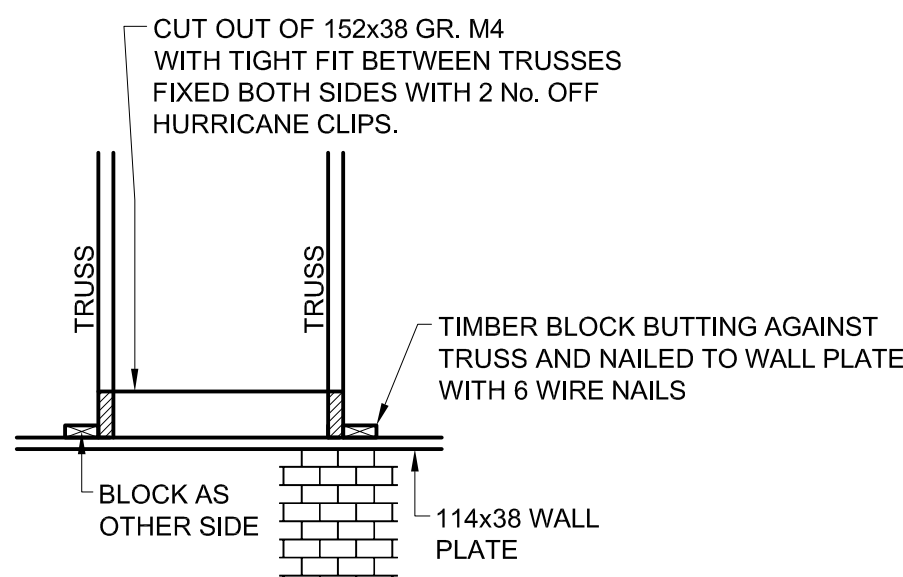
SPLICES MUST BE STAGGERED AS SHOWN ON THE
SPLICE PARTTEN LAYOUT
PURLIN SPLICE DETAIL
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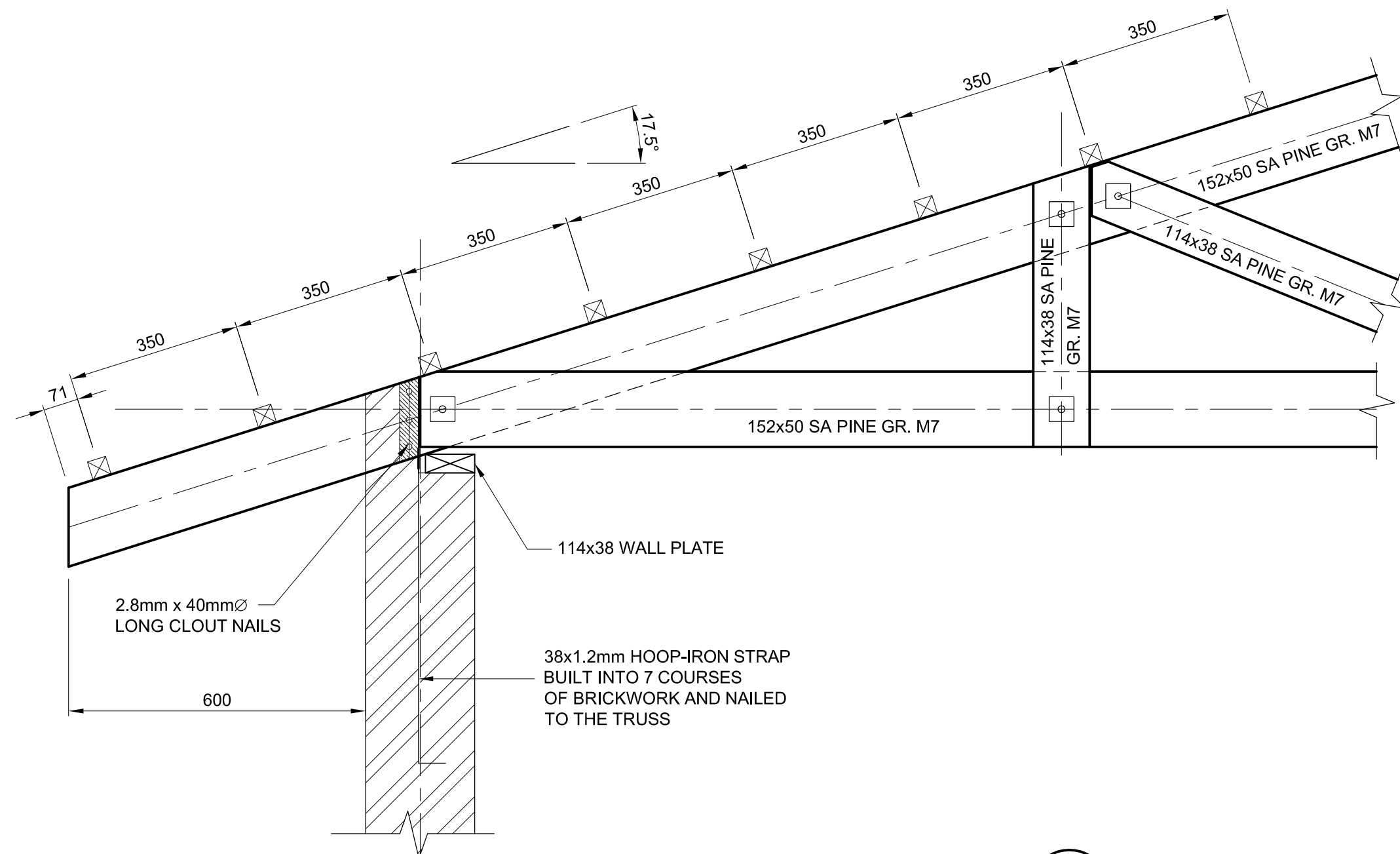
SECTION THOUGH VERTICAL BRACING
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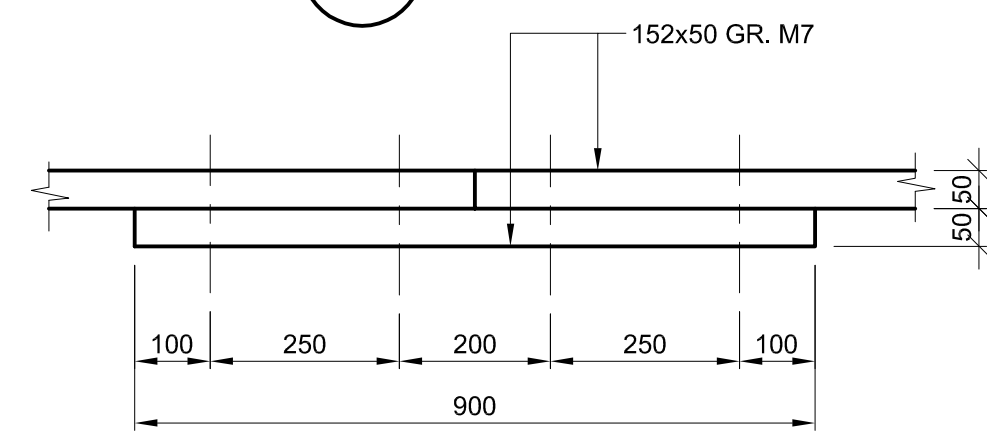
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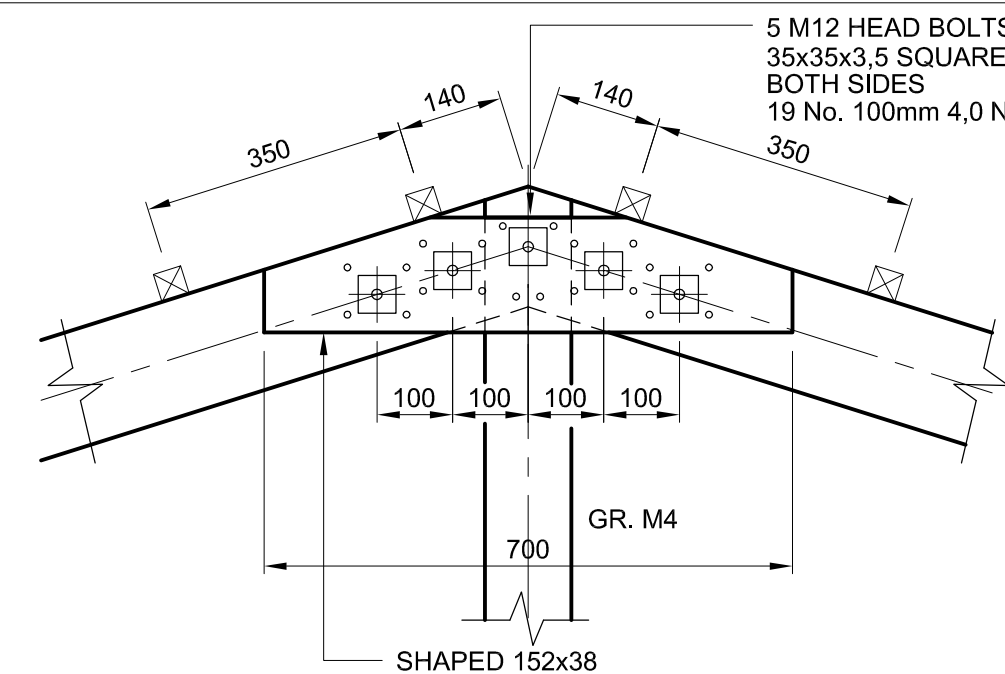
ELEVATION OF BRACED BAYS ONLY
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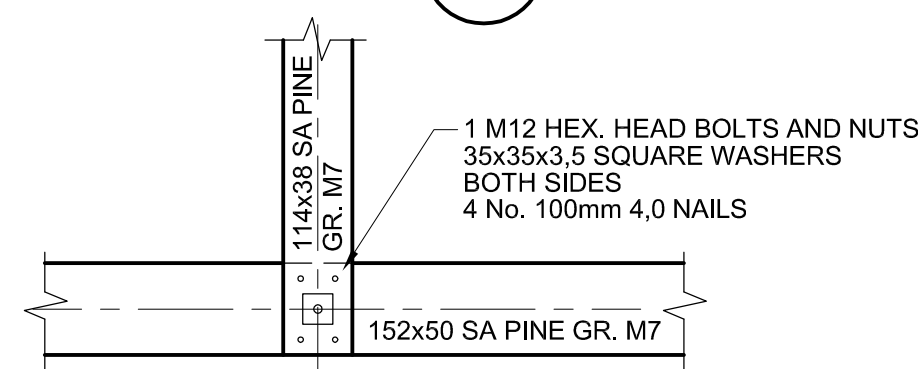
DETAIL 2
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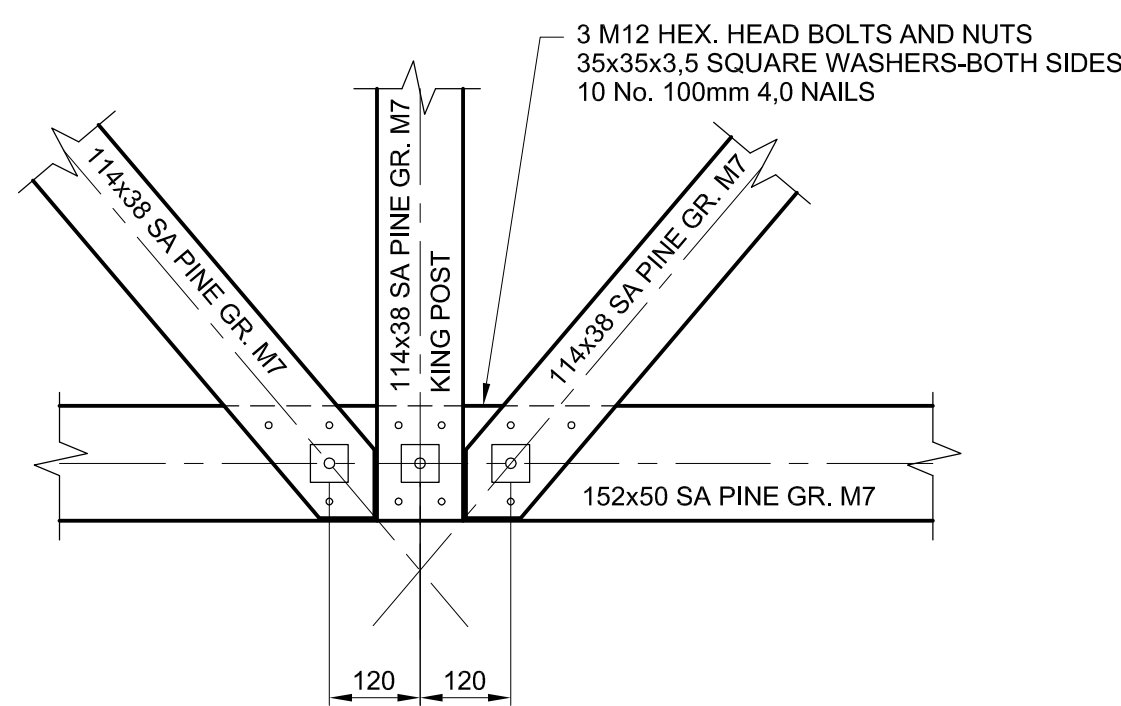
PLAN OF SPLICE
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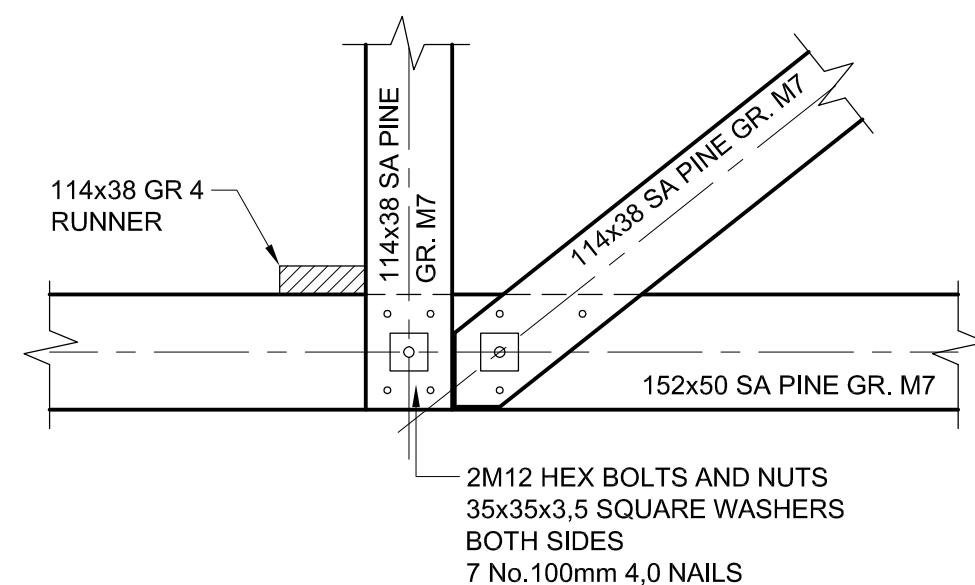
DETAIL 1
1:10



DETAIL 3
1:10



DETAIL 4
1:10



DETAIL 5
1:10

ROOF NOTES

- THE TRUSSES ARE TO BE ERECTED STRICTLY IN ACCORDANCE WITH THE DETAILS SHOWN ON THE DRAWINGS. SPECIFICATIONS, THE ERECTION AND BRACING AS SPECIFIED.
PURLINS TO BE SPLICED AS SHOWN ON DETAIL
PURLINS TO BE TIED DOWN TO TRUSSES WITH 2,5mm WIRE TIES AT ALTERNATIVE CONNECTIONS.
HOOP IRON TO BE CAST INTO BRICK WALL AND FIXED TO THE TRUSSES BY 4 No. 40x2,8 CLOUT NAILS.
MAX. TRUSS SPACING 760 c/c.
- THE TIMER IS SHOULD BE MECHANICALLY GRADED (GRADE 7) UNLESS OTHERWISE SHOWN ON DRAWINGS.

CONSULTING ENGINEERS CAPEX - ENGINEERING SERVICE UNIT TURBINE HALL - 3RD FLOOR 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2113	DESIGNED	IM	12 APRIL 2024
	DRAWN	KK	12 APRIL 2024
	CHECKED	IM	12 APRIL 2024
	APPROVED BY:	IM	12 APRIL 2024



JOHANNESBURG WATER SOC Ltd
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Municipality:

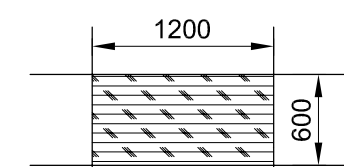


IMPROVEMENT OF DEPOTS
ROOF REPLACEMENT AT ENNERDALE DEPOT
ROOF SECTION AND CONNECTION DETAILS

SCALE	AMENDMENTS		
	REV	DESCRIPTION	DATE:
AS SHOWN	A	ISSUED FOR APPROVAL	19/04/2024

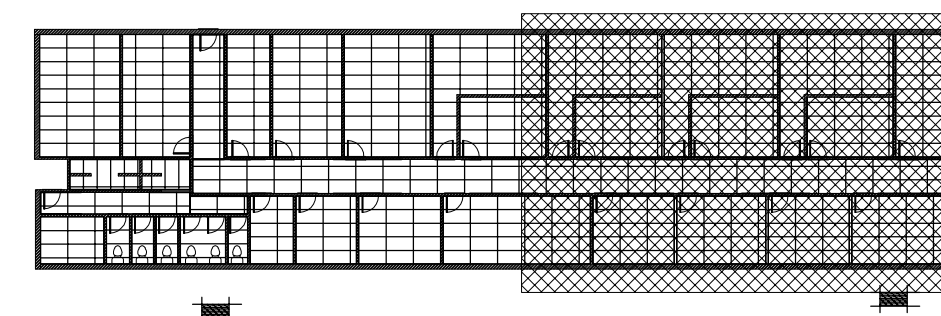
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CEILING PANEL
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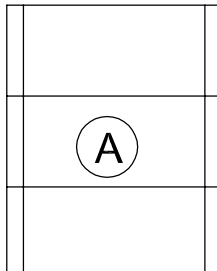
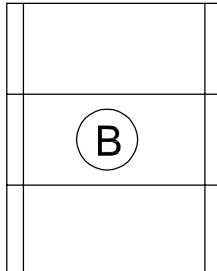
CEILING LAYOUT - CONTINUED..



KEY PLAN

LEGEND

 - CEILING LAYOUT

<p>CEILING LEGEND</p>	
<p>DESCRIPTION</p>	<p>ACOUSTIC SYSTEM LAY IN CEILING TILES</p> <p>1200x600x15mm THICK OIVA OR EQUAL APPROVED COSMO'SIN ACOUSTIC CEILING TILES, EXPOSED GRID SYSTEM T38 (3600mm) MAIN TEES AT 600mm CENTRES ALL WITH A CAPPING OF ALUMINIUM PRE-PAINTED LOW SATIN SHEEN WHITE.</p>
	<p>ACOUSTIC SYSTEM LAY IN CEILING TILES</p> <p>'DONSHIELD' 1200x600x12.6mm THICK PLASTERBOARD CEILING PANELS WITH VINYL CLAD FINISH ON 'DOWN T37' PRE-PAINTED EXPOSED TEE SUSPENSION SYSTEM INCLUDING MAIN AND CROSS TEES, NECESSARY HANGERS, GRIDS.</p>
	
<p>DESCRIPTION</p> <p>HANGER WIRES FOR ALL SUSPENDED CEILINGS TO BE INSTALLED 1200mm MAX. ON CENTRE IN BOTH DIRECTIONS, AND MUST NOT BE OUT OF PLUMB BY MORE THAN 25mm FOR EACH 150mm OF PLENUM DEPTH. SHOULD THIS CRITERIA BE EXCEEDED, A SUB FRAME MUST BE INSTALLED.</p> <p>ALL CEILING BOARDS TO BE SECURED BY MEANS OF HOLD DOWN CLIPS LOCATED A MAX. OF 300mm FROM ENDS OF BOARDS AND AT 1000mm CENTRES ON BOARDS LONGER THAN 1500mm.</p>	

CONSULTING ENGINEERS CAPEX - ENGINEERING SERVICE UNIT TURBINE HALL - 3RD FLOOR 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2113	DESIGNED	IM	11 APRIL 2024	 Johannesburg Water	JOHANNESBURG WATER SOC Ltd TURBINE HALL 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2113 TEL: +27 (0)11 688 1400 FAX: +27(0)11 688-1528	Municipality:  a world class African city	SCALE AS SHOWN	AMENDMENTS			DRAWING No: S-JW14447-LAYOUT-S-404
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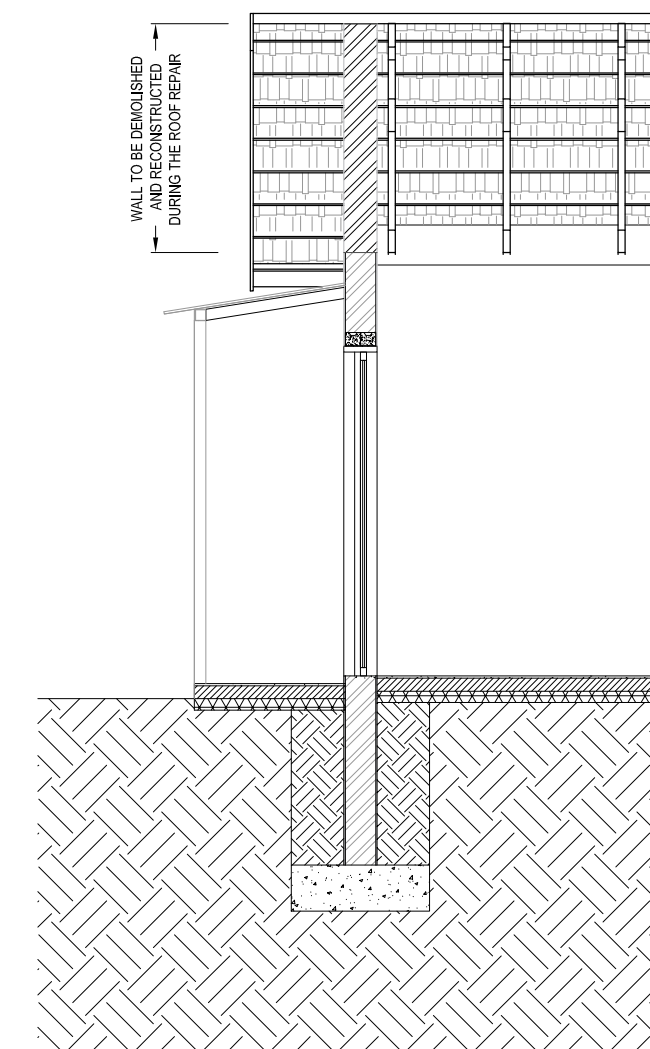
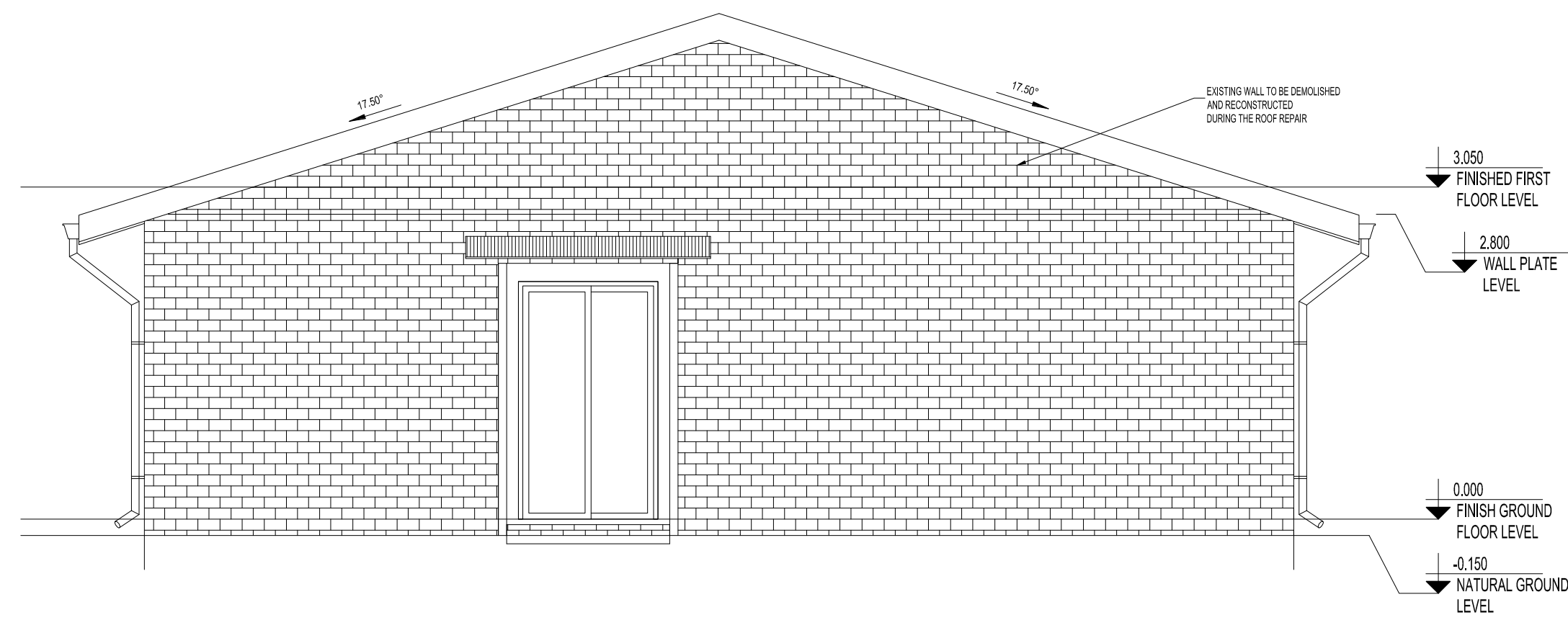
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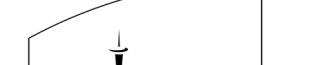
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NOTES

A. LOAD BEARING BRICKWORK

1. **LOAD BEARING**
BRICKWORK SHOWN THUS "ZZZZ" IS LOAD BEARING AND SHALL BE COMPLETED AND SUFFICIENTLY HARDENED BEFORE ANY CONCRETE IS CAST.
THE CONSTRUCTION OF BRICKWORK ON GROUND BEAMS MAY NOT BE STARTED UNTIL 7 DAYS AFTER THESE BEAMS HAVE BEEN CAST.
2. **BRICKS**
ONLY APPROVED BRICKS, WITH A MINIMUM COMPRESSIVE STRENGTH OF 20MPa AND A MAXIMUM WATER ABSORPTION OF 10% SHALL BE USED.
3. **MORTAR**
UNLESS SPECIFIED OTHERWISE MORTAR SHALL COMPLY WITH THE REQUIREMENTS FOR CLASS II MORTAR ACCORDING TO SABS 10164 AND BUILDING SAND SHALL COMPLY WITH SABS 1090
4. **BRICK REINFORCEMENT**
BRICK FORCE SHALL BE PROPERLY BUILT INTO THE WALL EVERY THIRD COURSE. WALL TIES SHALL BE PROVIDED ACCORDING TO THE REQUIREMENTS OF SABS 10164.



CONSULTING ENGINEERS CAPEX - ENGINEERING SERVICE UNIT TURBINE HALL - 3RD FLOOR 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2113	DESIGNED	IM	12 APRIL 2024	 Johannesburg Water	JOHANNESBURG WATER SOC Ltd TURBINE HALL 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2113 TEL: +27 (0)11 688 1400 FAX: +27(0)11 688-1528	Municipality:  a world class African city	SCALE	AMENDMENTS			DRAWING No: S-JW14447-S-DTL-S-405																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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