



TENDER COVER PAGE

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW-CO1548

CLOSING DATE: 11 OCTOBER 2024

CLOSING TIME: 10:30 AM

DESCRIPTION: PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR CIVIL, STRUCTURES AND ELECTRO-MECHANICAL ON AN AS-AND-WHEN BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

BRIEFING SESSION	COMPULSORY
BRIEFING DETAILS	DATE AND TIME: 13 SEPTEMBER 2024 AT 11:00 AM VIRTUAL COMPULSORY PRESENTATION BRIEFING SESSION VENUE: MICROSOFT TEAMS LINK : https://events.teams.microsoft.com/event/0189e22f-45af-4ddd-a186-b87cfa2bd0cd@0824d779-ab6e-4b2f-b001-cf2995fc7db6 TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED
TENDER SUBMISSION DETAILS	BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 PLEASE ALLOW SUFFICIENT TIME TO ACCESS 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	PFUNZO MUDZANANI	CONTACT PERSON	GCINA NDELA
TELEPHONE NUMBER	011 688 1985	TELEPHONE NUMBER	011 688 1796
E-MAIL ADDRESS	pfunzo.mudzanani@jwater.co.za	E-MAIL ADDRESS	gcina.ndela@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)? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

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



TENDER COVER PAGE

NOTE: 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-CO1548 PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR CIVIL, STRUCTURES AND ELECTRO-MECHANICAL ON AN AS-AND-WHEN BASIS FOR A PERIOD OF THIRTY-SIX (36) MONTHS

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 05 September 2024.

The Employer is **Johannesburg Water (SOC) Ltd**

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of Johannesburg Water by no later than 10:30 am on 11 October 2024.

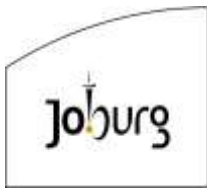
Address is as follows:

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

The Employer is not obliged to accept the lowest or any tender and reserve the right 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 the Employer has awarded the contract. The Employer will issue an appointment letter to the successful tenderer.



Contract: JW-CO1548
PANEL OF PROFESSIONAL SERVICE PROVIDERS
FOR CIVIL, STRUCTURES AND ELECTRO-MECHANICAL
ON AN AS-AND-WHEN BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS



Volume 1 Tender and Contract
Section T1 Tender and Contract

Johannesburg Water SOC Ltd



CONTRACT NO: JW-CO1548

**PANEL OF PROFESSIONAL SERVICE
PROVIDERS FOR CIVIL, STRUCTURES
AND ELECTRO-MECHANICAL ON AN AS-
AND-WHEN BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

**VOLUME 1
TENDER AND CONTRACT**

Prepared by
PMU
PO Box 61542
Marshalltown
2107

V1.0
August 2023

Employer:		Contractor:	
Witness:		Witness:	



Contract No JW-CO1548
**PANEL OF PROFESSIONAL SERVICE PROVIDERS
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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)
	Tender Cover:				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•		•	
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
	Mandatory Documents at Particular Stage:				
	Mandatory Tender Briefing Meeting	•			
	Complete and sign the Form of Offer	•			
	Administrative Documentation:				
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
T2.2.4	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 5 - Declaration for procurement above R10 Million (all applicable taxes included) Completed and signed.	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
T2.1	Signed Certificate of Authority to Sign	•			
T2.2.4	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		

Employer:		Contractor:	
Witness:		Witness:	



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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)
T2.2.4	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Company - Current municipal rates for the company not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender.	•	•		
	3-year financial statements (audited where applicable)		•		
	Any qualifications. If “Yes”, reference to	•			

Employer:		Contractor:	
Witness:		Witness:	

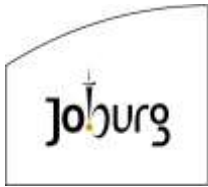


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Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.				
4.	Functionality Documentation:				
	Documentary Evidence Required 1 - (CVs of Key Personnel)	•			
	Documentary Evidence Required 2 – (Qualification Certificates of Key Personnel)	•			
	Documentary Evidence Required 3 – (Reference Letters for Applicable Completed Projects)	•			
	Documentary Evidence Required 4 – (Completion/Approval Certificates of related Projects)	•			
	Documentary Evidence Required 5 – (Appointment Letters where additional information is not available on completion certificate)	•			
5.	Specific Goals:				
	Business located within the boundaries of Gauteng province	•			
	Business owned by 51% or more-Women	•			
	Business owned by 51% or more – Black Youth				
7.	Pricing Schedule:				
	Pricing Schedule completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Conditions of Tender	•			
	Bill of Quantities	•			
8.	Terms and Conditions:				
	General Conditions of Contract	•			
	Special Conditions	•			
9.	Other Documents				
	Form of Acceptance do not complete Form of Acceptance			•	
	Public Liability Insurance			•	

Employer:		Contractor:	
Witness:		Witness:	



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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)
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Performance Guarantee – where applicable for industrial related services			•	
	Bank Details Form		•		

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:	



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TENDERING DATA

Volume 1 Tender and Contract

Johannesburg Water (SOC) Ltd



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**PANEL OF PROFESSIONAL SERVICE
PROVIDERS FOR CIVIL, STRUCTURES AND
ELECTRO-MECHANICAL ON AN AS-AND-WHEN
BASIS FOR A PERIOD OF THIRTY-SIX (36)
MONTHS**

VOLUME 1

TENDERING PROCEDURES



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TENDERING DATA

Volume 1 Tender and Contract

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>Tender Part 1: Tendering Procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>Tender 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>Contract 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>Contract Part 2: Pricing Data</p> <p>C2.1 Pricing Instructions</p>
C.1.4	<p>The Employer's representative is:</p> <p>Contact Person: Pfunzo Mudzanani</p> <p>Telephone: 011 688 1985</p> <p>E-mail address: pfunzo.mudzanani@jwater.co.za</p>



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Clause number	Tender Data
	<p>The SCM representative is Contact Person: Gcina Ndela Telephone: 011 688 1796 E-mail address: gcina.ndela@jwater.co.za</p>
C.2.1	<p>Eligibility criteria and requirements</p> <ol style="list-style-type: none"> 1) Tenderers whose Primary business is the provision of Professional Services in disciplines as outlined in C.2.13.1 are eligible to tender. 2) Obtain a minimum quality score of 75%, as outlined in clause C3.11 below. 3) Tenderers may only tender under 1 (one) company or 1 (one) consortium. No co-bidding will be allowed- <p>Failure to meet to Eligibility criteria and requirements will result in disqualification.</p>
C.2.7	Compulsory tender briefing meeting will be conducted as outlined on the <i>tender cover page</i> ”.
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.2.10.5	<p>Add the following to the clause:</p> <p>“If no offer is made for an item, a line must be drawn through the space in pen.</p> <p>All prices and details must be legible / readable to ensure the tender will be considered for adjudication.”</p>
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> <ul style="list-style-type: none"> • If there is an alteration on the rate, total for the line item, sub-total/ sum



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	<p>brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.</p> <ul style="list-style-type: none"> • If there is an alteration on the total bid offer on form of offer, then the amount in words must be considered or vice-versa. • If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender. <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> <ul style="list-style-type: none"> • (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.2.13.1	<p>Replace the content of the clause with the following:</p> <p>The Tender will be evaluated in three (3) categories as follows:</p> <ul style="list-style-type: none"> a) Sub Panel A- Civil Engineering, b) Sub Panel B- Structural Engineering and c) Sub Panel C- Electro Mechanical Engineering. <p>A covering letter should accompany each tender submission clearly outlining which category the Tenderer wishes to be considered for. Tenderers can request to be considered for one, two or all categories of work.</p> <p>Tenderers who wish to be considered for two or all categories, should note that evaluation will be done per category and failure to meet the requirements on one category will not affect the other. Each category will be evaluated individually.</p> <p>Submit one tender offer only, either as a single tendering entity, a member in a joint venture to provide the whole of the works (per category) identified in the contract data and described in the scope of works.</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 Physical address: Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street</p>



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Clause number	Tender Data
	<p>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>
C.2.13.6 & C.3.5	A two-envelope procedure will not be followed.
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 150 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.2.19	The Tenderer must provide access during working hours to his premises for inspections on request.
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 number 3) 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.



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	<p>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.</p> <p>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.</p>
C.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers Accept that:</p> <ul style="list-style-type: none"> i) No Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. ii) No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders
C.2.25	<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>



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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> <ol 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>
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> <ol style="list-style-type: none"> i) Tenderers will be notified of such missing and incomplete documents and will be offered a period of three (3) days to complete or submit those pages i.e., Municipal Bidding Documents (MBD) and other documents that require completion and signatures that do not have a bearing on functionality, specific goals and price. ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councillor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document. <p>The tenderer will not be offered an opportunity to complete and sign certificate of authority.</p>
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) Working 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</p>



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	Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntomi Piliso, Newtown, 2001, Ground Floor. Tenderers' names and total prices, where practical will be, read out.
C.3.8.2	Acceptable or Responsive Bid: a bid that meets the following requirements complies in all respects with the specification and conditions of the bid: <ul 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; the bidder has the necessary capacity and ability to execute the contract.
C.3.9	<p>Replace Existing Clause</p> <p>Arithmetic Errors</p> <p>Construction related tenders</p> <p>JW undertakes to check the highest scoring bid for arithmetical errors and correcting them as follows:</p> <p>JW shall check for arithmetic errors using the following sequence:</p> <ul style="list-style-type: none"> (i) Check the amount in words against the amount in figures on the <i>Form of Offer</i>, (ii) Check the Form of Offer against the Summary Schedule Total, (iii) Check the Section Sub-Totals per section against the Summary Total for summation errors, (iv) Check the Section Sub-Totals in the Summary Schedule against Section Sub-Totals in the Bill of Quantities. (v) Check the Section Sub-Totals against the Item Totals for summation errors. (vi) Check the Item Totals against the product of the Item Rate and the Quantity Provided. <p>If a bill of quantities or price schedule applies JW will request the bidder to correct the arithmetic errors as follows:</p> <ul style="list-style-type: none"> (i) In respect of the Form of Offer, where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. The bidder must be requested to adjust the amount in figures to correspond with the amount in words. <p>JW will notify the tenderer of all errors or omissions that are identified in the tender offer and either request the tenderer to confirm the offer as tendered or JW will accept the corrected total of prices. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p>



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	<div><div><div><div><div></div><div>(i)</div></div><div><div></div><div>If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.</div></div></div><div><div><div></div><div>(ii)</div></div><div><div></div><div>Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</div></div></div></div></div> <div>Clarification session(s) shall be held with Tenderer where there is pricing discrepancies, errors are highlighted and identified corrections are explained.</div> <div>Tenderer is afforded an opportunity to provide clarification, accept or reject identified corrections in writing.</div> <div><div><div><div></div><div>(i)</div></div><div><div></div><div>In the event that the Tenderer accepts identified corrections, JW will proceed with evaluation.</div></div></div><div><div><div></div><div>(ii)</div></div><div><div></div><div>In the event that the Tenderer rejects the identified correction(s), JW must review the Tenderer's motivation and risks associated with the proposed change.</div></div></div></div> <div>This is not an opportunity for Tenderers to change the bid offer. A bidder that does not agree to the above will be disqualified.</div> <div>Risk related to the Arithmetic Corrections shall be assessed. Where risks are identified, tenderers shall provide JW with any other material or information that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), quotations preferencing arrangements or samples of materials considered necessary by JW for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the JW request or fails to attend any meeting in which it has been formally invited to clarify any issue, the tender offer will be regarded as non-responsive.</div>												
C.3.11	<div>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.</div> <div>Stage 1: Mandatory Evaluation</div> <table><tr><th colspan="2">Description</th><th colspan="2">Complied</th></tr><tr><th>No</th><th>Description</th><th>Yes</th><th>No</th></tr><tr><td>1</td><td>Mandatory Tender Briefing Meeting</td><td>Yes</td><td></td></tr></table>	Description		Complied		No	Description	Yes	No	1	Mandatory Tender Briefing Meeting	Yes	
Description		Complied											
No	Description	Yes	No										
1	Mandatory Tender Briefing Meeting	Yes											



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	2	Complete and Sign the Form of Offer	Yes	
	Tenderers who FAIL to meet the mandatory criteria or requirements of tender will result in disqualification.			



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	<u>Stage 2: Administrative Evaluation</u>				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	Certificate of Authority	Signed Certificate of Authority to Sign or signed board resolution	Completed and signed certificate of authority to sign or signed board resolution		
	MBD 1	Invitation to Bid	Complete and submit complete and signed MBD 1 Form		
	CSD	Central Supplier Database Registration	Provide proof of CSD registration		
	MBD 4	Declaration of interest	Complete and submit signed MBD 4 Form		
	MBD 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		



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	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 BBBEE Certificate issued by a SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath	Submit applicable documentation with the tender submission		
	Annexure – Proof of Specific Goals	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		



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Clause number	<u>Tender Data</u>				
	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 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		
	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	Submit applicable documentation with the tender submission		



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	<p>Tenderers who FAIL to meet the administrative criteria or requirements of tender will result in disqualification.</p>



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	<p><u>Stage 3: Technical Evaluation</u></p> <p><u>3.1 Sub Panel A- Civil Engineering</u></p> <p>Note for Compound Projects: - Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information.</p> <p>Example:</p> <p>Johannesburg Water Supply Scheme Pump Station (R8 Million) Pipeline (R11 Million) Reinforced Concrete Water Tower (R21 Million)</p>



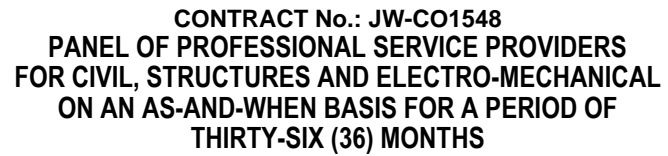
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	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	1	Tenderer's experience with respect to completed water or sewer pipeline projects with a minimum diameter of 400 mm as a Professional Service Provider.	<p>Contactable references as per format given in T2.1.7</p> <p>Supporting Documents Required include Reference Letters as per T2.1.7 (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</i></p>	Number of completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as per format given on section T2.1.6	<p>0-3 completed projects.</p> <p>4-6 completed projects.</p> <p>More than 6 completed projects.</p>	25	<p>0</p> <p>20</p> <p>25</p>



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Clause number	Tender Data																					
			participating in any future government tenders.																			
	<table border="1"> <thead> <tr> <th>CRITERIA NO #</th> <th>CRITERIA</th> <th>EVIDENCE</th> <th>SUB-CRITERIA/CLAUSE</th> <th></th> <th>MAX SCORE</th> <th>SCORE</th> </tr> </thead> <tbody> <tr> <td rowspan="2">2</td> <td rowspan="2">Tenderer's company quality management policy and systems.</td> <td rowspan="2">Company's quality management policy or ISO 9001 quality management certificate</td> <td rowspan="2">Company's quality management policy or ISO 9001 management certificate</td> <td>No quality management policy or ISO 9001 certificate</td> <td rowspan="2">10</td> <td>0</td> </tr> <tr> <td>Company's quality management policy</td> <td>8</td> </tr> </tbody> </table>						CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE	2	Tenderer's company quality management policy and systems.	Company's quality management policy or ISO 9001 quality management certificate	Company's quality management policy or ISO 9001 management certificate	No quality management policy or ISO 9001 certificate	10	0	Company's quality management policy	8
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE																
2	Tenderer's company quality management policy and systems.	Company's quality management policy or ISO 9001 quality management certificate	Company's quality management policy or ISO 9001 management certificate	No quality management policy or ISO 9001 certificate	10	0																
				Company's quality management policy		8																



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				ISO 9001 certificate		10
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
3	Project Leader's experience with respect to the use of NEC 3/4 as a form of contract on projects.	CV clearly showing projects done and form of contract used.	Number of completed projects done using NEC 3/4, as a project leader.	0 complete project (s) using NEC 3/4.	5	0
				1 complete project using NEC 3/4.		3



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					More than 1 project done using using NEC 3/4.	5
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
4	Project Leader's experience with respect to completed projects using HDPE / steel water or sewer pipelines projects with a minimum diameter of 400mm . Only Project Leaders with qualifications of BTech or BEng or BSc Engineering (Civil) and	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide	Number of post qualifications completed projects involving HDPE / steel water or sewer pipelines with a minimum	0-3 completed projects using GCC.	20	0
				4-6 completed projects using GCC.		16



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	<div>registered with SACPCMP as Pr CPM or with PMI as PMP</div> <div>NOTE: The time of registration will not impact number of post qualification projects.</div>	their own CVs but information provided should contain all information required for functionality as per T2.1.9.	diameter of 400mm as a project leader using GCC.	More than 6 complete projects using GCC.		20																	
	<table><tr><th>CRITERIA NO #</th><th>CRITERIA</th><th>EVIDENCE</th><th colspan="2">SUB-CRITERIA/CLAUSE</th><th>MAX SCORE</th><th>SCORE</th></tr><tr><td rowspan="2">5</td><td rowspan="2">Design Engineer's experience with regards to completed projects involving steel / HDPE water or sewer pipelines with a minimum diameter of 400mm. Only Design Engineers with B.Tech or BEng or BSc Engineering (Civil), LIC NQF level</td><td rowspan="2">CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but</td><td>Number of post qualifications completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as a</td><td>0-2 completed projects.</td><td rowspan="2">20</td><td>0</td></tr><tr><td></td><td>3-5 completed projects.</td><td>16</td></tr></table>						CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE	5	Design Engineer's experience with regards to completed projects involving steel / HDPE water or sewer pipelines with a minimum diameter of 400mm . Only Design Engineers with B.Tech or BEng or BSc Engineering (Civil), LIC NQF level	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but	Number of post qualifications completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as a	0-2 completed projects.	20	0		3-5 completed projects.	16
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE																	
5	Design Engineer's experience with regards to completed projects involving steel / HDPE water or sewer pipelines with a minimum diameter of 400mm . Only Design Engineers with B.Tech or BEng or BSc Engineering (Civil), LIC NQF level	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but	Number of post qualifications completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as a	0-2 completed projects.	20	0																	
				3-5 completed projects.		16																	



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	<div>7 and registered with ECSA as Pr Tech Eng or Pr Eng</div> <div>NOTE: The time of registration will not impact number of post qualification projects.</div>	information provided should contain all information required for functionality as per T2.1.9.	design engineer.	More than 5 completed projects.		20															
	<table><tr><th>CRITERIA NO #</th><th>CRITERIA</th><th>EVIDENCE</th><th>SUB-CRITERIA/CLAUSE</th><th>MAX SCORE</th><th>SCORE</th></tr><tr><td rowspan="2">6</td><td rowspan="2">Resident Engineer's experience with regards to completed projects involving steel / HDPE water or sewer pipelines with a minimum diameter of 400mm. Only Resident Engineers with minimum N.Dip in Engineering (Civil) and registered with ECSA as a</td><td rowspan="2">CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers</td><td>Number of post qualifications completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as a resident engineer.</td><td>0-1 completed projects.</td><td>0</td></tr><tr><td></td><td>2-5 completed projects.</td><td>16</td></tr></table>						CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	6	Resident Engineer's experience with regards to completed projects involving steel / HDPE water or sewer pipelines with a minimum diameter of 400mm. Only Resident Engineers with minimum N.Dip in Engineering (Civil) and registered with ECSA as a	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers	Number of post qualifications completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as a resident engineer.	0-1 completed projects.	0		2-5 completed projects.	16
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE																
6	Resident Engineer's experience with regards to completed projects involving steel / HDPE water or sewer pipelines with a minimum diameter of 400mm. Only Resident Engineers with minimum N.Dip in Engineering (Civil) and registered with ECSA as a	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers	Number of post qualifications completed steel / HDPE water or sewer pipelines projects with a minimum diameter of 400mm as a resident engineer.	0-1 completed projects.	0																
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		Candidate or Professional. <i>NOTE: The time of registration will not impact number of post qualification projects.</i>	may provide their own CVs but information provided should contain all information required for functionality as per T2.1.9.		More than 5 completed projects.	20
	Minimum Required Score					75
	Maximum Score Allocated					100
	<p>Tenderers who FAIL to meet the technical criteria or requirements of tender will result in disqualification.</p> <p>NOTE 1: Where applicable, foreign qualifications MUST be accompanied by a SAQA verification certificate. Failure to submit SAQA verification certificate will lead to qualification not being considered for allocation of points for that criterion.</p> <p>NOTE 2: The information provided by bidders will be verified and if found to be false, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</p> <p>NOTE 3: The time of registration of Project Leader, Design Engineer and Resident Engineer will not impact post qualification number of projects.</p>					



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	<p><u>3.2 Sub Panel B- Structural Engineering</u></p> <p>Note for Compound Projects: - Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information.</p> <p>Example:</p> <p>Johannesburg Water Supply Scheme Pump Station (R8 Million) Pipeline (R11 Million) Reinforced Concrete Water Tower (R21 Million)</p> <p><u>Note:</u> Examples of water retaining structures (a structure designed to retain a large volume of water/wastewater) are but not limited to: Reservoirs, Water Towers, Storage Tanks, Sewage disposal and treatment systems, Ponds, Dams, Catchments, Water/Wastewater Treatment Works, e.t.c</p>



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
1		Tenderer's experience with respect to completed reinforced concrete water/wastewater retaining structures projects as a Professional Service Provider.	Contactable references as per format given in T2.1.7 Supporting Documents Required include Reference Letters as per T2.1.7 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. 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</i>	Number of completed projects using reinforced concrete water/wastewater retaining structures with a minimum construction value of R20 million excl. VAT per project, as per format given on section T2.1.6	0-2 completed projects.	25	0
					3 completed projects.		20
					More than 3 completed projects.		25



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			<p><i>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>			
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE
	2	Tenderer's quality	Company's quality management policy or ISO 9001 quality management certificate	Company's quality management policy or ISO	No quality management policy or ISO 9001 certificate	10
						0



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		management policy and systems.		9001 management certificate	Company's quality management policy	8
					ISO 9001 certificate	10



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	3	Project Leader's experience with respect to the use of NEC 3/4 as a form of contract on projects.	CV clearly showing projects done and form of contract used.	Number of completed projects done using NEC 3/4, as a project leader.	0 complete project (s) using NEC 3/4.	5	0
					1 complete project using NEC 3/4.		3
					More than 1 project done using NEC 3/4.		5



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	4	<p>Project Leader's experience with regards to completed projects involving reinforced concrete water/wastewater retaining structures.</p> <p>Only Project Leaders with qualifications of B.Tech or BEng or BSc Engineering (Civil) and registered with SACPCMP as Pr CPM or with PMI as PMP</p> <p><i>NOTE: The time of registration will not impact number of post qualification projects.</i></p>	<p>CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9</p> <p>Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but information provided should contain all information required for functionality as per T2.1.9.</p>	<p>Number of post qualifications completed projects using reinforced concrete water/wastewater retaining structures and minimum construction value of R20 million excl. VAT per project using GCC as a Project Leader.</p>	0-2 completed projects using GCC.	20	0
					3 completed projects using GCC.		16
					More than 3 completed projects using GCC.		20



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Clause number	<u>Tender Data</u>					
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
	5	Design Engineer's experience with regards to completed projects involving reinforced concrete water/wastewater retaining structures. Only Design Engineers with qualifications of B.Tech or BEng or BSc Engineering (Civil/Structures), and registered with ECSA as Pr Tech Eng or Pr Eng <i>NOTE: The time of registration will not impact number of post qualification projects.</i>	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but information provided should contain all information required for functionality as per T2.1.9.	Number of post qualifications completed projects using reinforced concrete water/wastewater retaining structures and minimum construction value of R20 million excl. VAT per project as a Design Engineer.	0-2 completed projects.	0
					3 completed projects.	16
					More than 3 completed projects.	20



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	6	<p>Resident Engineer's experience with regards to completed projects involving reinforced concrete water/wastewater retaining structures.</p> <p>Only Resident Engineers with minimum N.Dip in Engineering (Civil) and registered with ECSA as a Candidate or Professional.</p> <p><i>NOTE: The time of registration will not impact number of post qualification projects.</i></p>	<p>CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9</p> <p>Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but information provided should contain all information required for functionality as per T2.1.9.</p>	<p>Number of post qualifications completed projects using reinforced concrete water/wastewater retaining structures and minimum construction value of R20 million excl. VAT per project as a Resident Engineer.</p>	0-1 completed projects.	20	0
					2-3 completed projects.		16
					More than 3 completed projects.		20
					Minimum Required Score		75



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Clause number	<u>Tender Data</u>		
	Maximum Score Allocated	100	
	<p>Tenderers who FAIL to meet the technical criteria or requirements of tender will result in disqualification.</p> <p>NOTE 1: Where applicable, foreign qualifications MUST be accompanied by a SAQA verification certificate. Failure to submit SAQA verification certificate will lead to qualification not being considered for allocation of points for that criterion.</p> <p>NOTE 2: The information provided by bidders will be verified and if found to be false, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</p> <p>NOTE 3: The time of registration of Project Leader, Design Engineer and Resident Engineer will not impact post qualification number of projects.</p>		



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Clause number	<u>Tender Data</u>
	<p><u>3.3 Sub Panel C- Electro-Mechanical Engineering</u></p> <p>Note for Compound Projects: - Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information.</p> <p>Example:</p> <p>Johannesburg Water Supply Scheme</p> <p>Pump Station (R8 Million excl. VAT)</p> <p>Pipeline (R11 Million excl. VAT)</p> <p>Reinforced Concrete Water Tower (R21 Million excl. VAT)</p>



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	1	Tenderer's experience with respect to completed pumpstations projects as a Professional Service Provider.	Contactable references as per format given in T2.1.7 Supporting Documents Required include Reference Letters as per T2.1.7 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. <i>Note: This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive</i>	Number of completed water or sewer pump-stations projects with construction value of minimum R7 million excluding VAT per project.	0-2 completed projects.	25	0
					3 Pump-stations completed projects.		20
					More than 3 pump-stations completed projects.		25



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Clause number	Tender Data					
			measures will be instituted against the respective party including blacklisting in participating in any future government tenders.			
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
2	Tenderer's company quality management policy and systems.	Company's quality management policy or ISO 9001 quality management certificate	Company's quality management policy or ISO 9001 management certificate	No quality management policy or ISO 9001 certificate	10	0
				Company's quality management policy		8



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Clause number	Tender Data						
					ISO 9001 certificate		10



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	3	Project Leader’s experience with respect to the use of NEC 3/4 as a form of contract on projects.	Signed completion certificates and CV clearly showing projects done and form of contract used.		0 complete project (s) using NEC 3/4.	5	0
				Number of completed projects done using NEC 3/4, as a project leader.	1 complete project using NEC 3/4.		3
					More than 1 project done using NEC 3/4.		5



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	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
4		Project Leader's experience with regards to completed projects involving water/sewer pumpstations. Only Project Leaders with qualifications of B.Tech or BEng or BSc Engineering (Electrical or Mechanical) and registered with SACPCMP as Pr CPM or with PMI as PMP <i>NOTE: The time of registration will not impact number of post qualification projects.</i>	CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9 Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but information provided should contain all information required for functionality as per T2.1.9.	0-2 completed projects using GCC.	20	0
				3 completed projects using GCC.		16
				More than 3 completed projects using GCC.		20



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Clause number	Tender Data						
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	5	<p>Design Engineer's experience with regards to completed projects involving water/sewer pumpstation projects.</p> <p>Only Design Engineers with qualifications of B.Tech or BEng or BSc Engineering (Electrical or Mechanical), and registered with ECSA as Pr Tech Eng or Pr Eng</p> <p><i>NOTE: The time of registration will not impact number of post qualification projects.</i></p>	<p>CV, Certified Copies of Qualifications and Registration Documents Refer to T2.1.9</p> <p>Note: Tenderers are required to make use of CV template provided on T2.1.9 however, Tenderers may provide their own CVs but information provided should contain all information</p>	<p>Number of post qualifications completed water or sewer pump-stations projects each with minimum construction value of R7 million excl. VAT per project as a Design Engineer.</p>	0-1 completed project (s).	20	0
					2-3 completed projects.		16
					More than 3 completed projects.		20



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			required for functionality as per T2.1.9.			



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	Minimum Required Score	75	
	Maximum Score Allocated	100	
	Tenderers who FAIL to meet the technical criteria or requirements of tender will result in disqualification.		
	NOTE 1: Where applicable, foreign qualifications MUST be accompanied by a SAQA verification certificate. Failure to submit SAQA verification certificate will lead to qualification not being considered for allocation of points for that criterion.		
	NOTE 2: The information provided by bidders will be verified and if found to be false, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.		
	NOTE 3: The time of registration of Project Leader, Design Engineer and Resident Engineer will not impact post qualification number of projects.		



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	<p>WORK ALLOCATION STRATEGY POST AWARD</p> <p>All bidders who satisfy the requirements of the Mandatory Requirements (Stage 1), Administrative Requirements (Stage 2), and attain the minimum technical score (Stage 3) as prescribed, will be admitted to the Panel.</p> <p>As and when, Work Packages become available, Bill of Quantities (BOQ) will be sourced from appointed panellists whereby the Allocation Strategy and Capacity Assessment outlined below will be used for allocation purposes.</p> <ol style="list-style-type: none"> a) Bid Evaluation Committee (BEC), will evaluate the Bid in stages following the strategy outlined below: Only panellists falling in the applicable Sub-Panels A, B and C will be considered based on the scope of works. <ul style="list-style-type: none"> • Sub-Panel A – Civil Engineering • Sub-Panel B – Structural Engineering • Sub-Panel C – Electro-Mechanical Engineering b) Bills of Quantities will be then sent out to all applicable panellists with the following documentation/Conditions: <ul style="list-style-type: none"> • Compulsory Briefing Session • Bill of Quantities of the specific work package • Pricing Instructions as tendered. • Bill of Quantities Validity is 90 calendar days from the closing date of submission of Bill of Quantities. c) Panellists will be given Fourteen (14) calendar days after the Compulsory Briefing Session to submit Bills of Quantities. d) Panellists will be required to submit with their bills of quantities the following documentation: <ul style="list-style-type: none"> • Central Supplier Database (CSD) Report, • CIPC Documents (to verify Specific Goals point allocation) • B-BBEE Certificate [or Valid B-BBEE affidavit] (to verify Specific Goals point allocation) • Signed and Completed MBD 4 and MBD 8 forms • Signed and Completed MBD 5 (for packages with an estimated value above R10 Million)



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	<ul style="list-style-type: none"> Municipal Rates and Taxes not owing more than 90 Days for Directors and Entity (Also required for Specific Goals) Three-year Audited (If required by law) Financial Statements for all work packages above R10 Million appointment value. Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional. <p>e) CVs and Qualifications for key resources to be used for Resource Availability. The Work packages are expected to be less than R50,000,000,00 in value, point scoring system of 80/20 will be used whereby scores for price will be calculated out of 80 and score for Specific Goals will be calculated out of 20.</p> <p>Specific Goals will be calculated out of 20 as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> </thead> <tbody> <tr> <td>Businesses located within the boundaries of Gauteng Province</td><td>8</td></tr> <tr> <td>Business owned by 51% or more-Women</td><td>6</td></tr> <tr> <td>Business owned by 51% or more-Black People</td><td>6</td></tr> <tr> <td>Total</td><td>20</td></tr> </tbody> </table> <p>f) The points for price and points for specific goals will be added together and ranked from highest to lowest</p> <p>g) A predetermined Objective Criteria will be assessed on the preferred panellists in the form of Resource Availability and financial analysis for projects above R10 Million. This will determine how many work packages the panellist is eligible to get.</p> <p>Only panellists with resource availability will be evaluated further.</p> <p>h) A financial analysis based on the three-year financial statements will be done for work packages above R10 Million to assess the financial risk of the preferred panellist. Should the BEC consider the risk to be unacceptable, the BEC will recommend for the Panellist not to be considered. The risk will be considered unacceptable where;</p> <p>i) The panellist is technically insolvent</p>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Businesses located within the boundaries of Gauteng Province	8	Business owned by 51% or more-Women	6	Business owned by 51% or more-Black People	6	Total	20
The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)										
Businesses located within the boundaries of Gauteng Province	8										
Business owned by 51% or more-Women	6										
Business owned by 51% or more-Black People	6										
Total	20										



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	<p>ii) For a joint venture, where the lead partner of a joint venture is technically insolvent.</p> <p>iii) For a joint venture, where the smaller partner of a joint venture is technically insolvent but the lead partner is financially stable and the lead partner fails to demonstrate and commit that they have the capability of taking up the risks associated with the smaller partner's financial standing, after a clarification meeting.</p> <p>iv) The panellist is under business rescue and the business rescue practitioner fails to demonstrate that the panellist would be able to complete new assignments if issued after a clarification meeting is held with the business rescue.</p> <p>I) The Work Package will therefore be recommended to the highest scoring Panellist subject to the Resource Availability Assessment as an objective criteria. All prior awards and allocations will be considered when assessing Resource Availability.</p> <p>J) The Work Package will be recommended to the subsequent highest Scoring Panellist if the Highest Scoring Panellist does not have adequate capacity to be recommended for the work package based on the results of the Resource Availability Assessment.</p> <p>K) Upon completion of the evaluation process, BEC will compile a BAC report with a recommendation to the BAC for consideration of the recommendations.</p> <p>L) If a Panellist declines any Work Package at appointment (after submitting a quotation), they shall be suspended for three (3) consecutive work packages.</p> <p>M) If the Panellist is terminated due to poor performance, they will not be allocated any subsequent work.</p> <p>N) Allocation will be concluded by the BAC for work packages equal or below R5 Million and by the Accounting Officer for Work Packages above R5 Million.</p>
	<p>CAPACITY ASSESSMENT</p> <p>Service Providers will be assessed in terms of the following:</p> <p>Resource Capacity. Resources will be assessed in terms of the Project Leader and Design Engineer as per section 7.1.1 of the contract data. All CVs submitted during capacity assessment should meet the minimum requirements set in Section 7.1.1 of the contract data, failure to comply with this requirement will be deemed as non-compliance by the service provider and the next service provider in line will be considered.</p>



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	<p>Resource Utilization. The Employer will access the utilisation of proposed key personnel for on-going and proposed Work Allocations as follows:</p> <table border="1" data-bbox="352 539 1385 909"> <thead> <tr> <th data-bbox="352 539 868 607">Resource</th><th data-bbox="868 539 1385 607">Maximum Utilization</th></tr> </thead> <tbody> <tr> <td data-bbox="352 607 868 707">Project Leader</td><td data-bbox="868 607 1385 707">Maximum of three (3) projects per Resource</td></tr> <tr> <td data-bbox="352 707 868 808">Design Engineer</td><td data-bbox="868 707 1385 808">Maximum of three (3) project per Resource</td></tr> <tr> <td data-bbox="352 808 868 909">Resident Engineer</td><td data-bbox="868 808 1385 909">Maximum of one (1) project per Resource</td></tr> </tbody> </table> <p>Panellist will be required to submit information that will be required to confirm their capacity together with their price proposal upon request for quotations.</p> <p>It should be noted that during this process, JW is not instructing the consultant to enter into any agreements with third party service providers.</p> <p>The capacity assessment process will be administered by the BEC.</p> <p>Johannesburg Water does not guarantee that every panellist will be allocated a work package.</p>	Resource	Maximum Utilization	Project Leader	Maximum of three (3) projects per Resource	Design Engineer	Maximum of three (3) project per Resource	Resident Engineer	Maximum of one (1) project per Resource
Resource	Maximum Utilization								
Project Leader	Maximum of three (3) projects per Resource								
Design Engineer	Maximum of three (3) project per Resource								
Resident Engineer	Maximum of one (1) project per Resource								
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); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). - If unclear, any preference points scoring may be included and the lowest acceptable tender will be used to determine the preference points to be used for the evaluation. Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used and if the lowest acceptable tender is above R50 million, the 90/10 preference point system must be used. 								



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	<ul style="list-style-type: none"> - 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 to be 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> <p style="padding-left: 40px;">Price; and</p> <p style="padding-left: 40px;">Specific Goals.</p> <p>(c) The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px; width: 60%;"> <thead> <tr> <th>DESCRIPTION</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td style="text-align: center;">80</td></tr> <tr> <td>SPECIFIC GOALS</td><td style="text-align: center;">20</td></tr> <tr> <td>Total points for Price and Specific Goals must not exceed</td><td style="text-align: center;">100</td></tr> </tbody> </table> <p>(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.</p> <p>Specific Goals</p> <p>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.</p>	DESCRIPTION	POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and Specific Goals must not exceed	100
DESCRIPTION	POINTS								
PRICE	80								
SPECIFIC GOALS	20								
Total points for Price and Specific Goals must not exceed	100								



CONTRACT No.: JW-CO1548
**PANEL OF PROFESSIONAL SERVICE PROVIDERS
 FOR CIVIL, STRUCTURES AND ELECTRO-MECHANICAL
 ON AN AS-AND-WHEN BASIS FOR A PERIOD OF
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Clause number	Tender Data
	<p>Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.</p> <p>Race:</p> <ul style="list-style-type: none"> I. Ownership by black people II. Black Designated Group: <ul style="list-style-type: none"> Ownership by black people that are unemployed Ownership by black people who are youth Ownership by black people living in rural or underdeveloped areas or townships Ownership by black people with disabilities Ownership by black people who are military veterans Cooperative owned by black people <p>Gender:</p> <ul style="list-style-type: none"> 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>Disability:</p> <ul style="list-style-type: none"> I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons. <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> <ul style="list-style-type: none"> 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>Locality:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> • Promotion of enterprises located in the Gauteng Province



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Clause number	Tender Data
	<ul style="list-style-type: none"> • 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> <p>I. Promotion of procurement from EME's that are black own.</p> <p>SUB-CONTRACTING:</p> <p>Promotion of sub-contracting a Historically Disadvantaged Individuals (HDI) company.</p> <p>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.</p> <p>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.,</p> <p>JOINT VENTURE, CONSORTIUM OR EQUIVALENT:</p> <p>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.</p> <p>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.</p> <p>Documentation to be provided:</p> <ul style="list-style-type: none"> • JV, Consortium, or equivalent agreement • Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid



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TENDERING DATA

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Clause number	Tender Data																		
	<p>Table 1:</p> <table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> <tr> <td>Businesses located within the boundaries of Gauteng Province</td><td>8</td></tr> <tr> <td>Business owned by 51% or more-Women</td><td>6</td></tr> <tr> <td>Business owned by 51% or more-by Black People</td><td>6</td></tr> <tr> <td>Total</td><td>20</td></tr> </table> <p>The following verification documents must be submitted with the tender document:</p> <table> <tr> <th>SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY</th><th>MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF</th></tr> <tr> <td>Business owned by 51% or more -Black People</td><td>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.</td></tr> <tr> <td>Business owned by 51% or more-Women</td><td>Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable</td></tr> <tr> <td>Businesses located within the boundaries of Gauteng Province</td><td>Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.</td></tr> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Businesses located within the boundaries of Gauteng Province	8	Business owned by 51% or more-Women	6	Business owned by 51% or more-by Black People	6	Total	20	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 People	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.	Business owned by 51% or more-Women	Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Businesses located within the boundaries of Gauteng Province	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.
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Clause number	Tender Data																																																																																					
	<p>Note: The joint venture, consortium, or equivalent agreement in order for JW to determine the proportional points for specific goals.</p> <p>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.</p> <p>The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:</p> <table><tr><th>Affidavit Prescribed Formats</th><th>Category</th><th>Financial Threshold</th></tr><tr><td colspan="3">Generic Enterprises</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Sector Specific Enterprises</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Construction Sector Code</td></tr><tr><td></td><td>EME Contractor</td><td>Less than R3m</td></tr><tr><td></td><td>BO EME BEP</td><td>Less than R1.8m</td></tr><tr><td colspan="3">Financial Sector Code</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Information Communication Technology Sector Code (ICT)</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Marketing, Advertising & Communication Sector Code (MAC)</td></tr><tr><td>> Public Relations</td><td>BO QSE</td><td>Between R5m and R10m</td></tr><tr><td>> Marketing, Advertising & Communications</td><td>BO EME</td><td>Less than R5m</td></tr><tr><td colspan="3">Property Sector Code</td></tr><tr><td rowspan="2">> Service-based</td><td>BO QSE</td><td>Between R5m and R10m</td></tr><tr><td>EME</td><td>Less than R5m</td></tr><tr><td>> Agency-based</td><td>BO QSE</td><td>Between R2.5m and R35m</td></tr><tr><td rowspan="2">> Asset-based</td><td>EME</td><td>Less than R2.5m</td></tr><tr><td>BO QSE</td><td>Between R80m and R400m</td></tr><tr><td colspan="3">Tourism Sector Code</td></tr><tr><td></td><td>BO QSE</td><td>Between R5m and R45m</td></tr><tr><td></td><td>BO EME</td><td>Less than R5m</td></tr><tr><td colspan="3">Specialised Enterprises</td></tr></table>	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		
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Clause number	Tender Data		
		BO QSE	Between R10m and R50m
		BO EME	Less than R10m
	Note: A sworn affidavit received from a tenderer that does not meet the above requirement will not be considered for the allocation of points for specific goals.		
	Requirements for a valid BBBEE Certificate are as follows: a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE accredited by SANAS), or a valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act. b) Bidders who do NOT qualify as EME's and QSE's as outlined above must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS. c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals. Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. i.e. (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA). (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration. (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio. (iv) Copy of certified copies will not be accepted. Note: A tenderer failing to submit proof of specific goals claimed as per indicated above will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.		



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Clause number	Tender Data
	<p>2. ADJUDICATION USING A POINT SYSTEM</p> <p>(a) The bidder obtaining the highest number of total points will be awarded the contract.</p> <p>(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;.</p> <p>(c) Points scored must be rounded off to the nearest 2 decimal places.</p> <p>(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.</p> <p>(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.</p> <p>(f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.</p> <p>3. POINTS AWARDED FOR PRICE</p> <p>THE 80/20 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 points is allocated for price on the following basis: 80/20</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P_s = Points scored for comparative price of bid under consideration</p> <p>P_t = Comparative price of bid under consideration</p> <p>P_{min} = Comparative price of lowest acceptable bid</p>
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>



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Clause number	Tender Data
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 individuals are registered with the Engineering Council of South Africa, and/or with the South African Council for the Project and Construction Management Professions, where relevant;d) 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;e) 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;f) 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;g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;h) 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; andi) 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 ---



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Johannesburg Water (SOC) Ltd



CONTRACT NO. JW-CO1548

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ON AN AS-AND-WHEN BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS**

VOLUME 1

**RETURNABLE DOCUMENTS
AND
SCHEDULES**

Employer:		Contractor:	
Witness:		Witness:	



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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.5
T2.1.2 Certificate of Authority	RD. 6
T2.1.3 Compulsory Enterprise Questionnaire	RD.11
T2.1.4 Preferential Procurement	RD.14
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.24
MBD 8 Declaration of bidder's past Supply Chain management practices	RD.27
MBD 5 Declaration for Procurement above R10 Million (VAT Included)	RD.29
MBD 9 Certificate of independent bid determination	RD.31
T2.1.5 Proposed qualifications	RD.34
T2.1.6 Schedule of the Tenderer's experience	RD.35
T2.1.7 Contactable reference template	RD.36
T2.1.8 Schedule of key personnel	RD.38
T2.1.9 Curriculum vitae of key personnel	RD.39

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.44
T2.2.2 Joint Venture or Consortium Agreement	RD.45

Employer:		Contractor:	
Witness:		Witness:	



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T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
C1.1 FORM OF OFFER AND ACCEPTANCE	C.1
C1.2 CONTRACT DATA (PART 2)	C.5
C2.1 PRICING DATA	PD.1

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.

Employer:		Contractor:	
Witness:		Witness:	



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T2.1 LIST OF RETURNABLE DOCUMENTS

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Employer:		Contractor:	
Witness:		Witness:	



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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

Employer:		Contractor:	
Witness:		Witness:	



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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 capacity of, was authorized to sign all documents in connection with the tender for Contract No. JW14060R and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Employer:		Contractor:	
Witness:		Witness:	



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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.

Employer:		Contractor:	
Witness:		Witness:	



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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.

Employer:		Contractor:	
Witness:		Witness:	



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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.

Employer:		Contractor:	
Witness:		Witness:	



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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:

Employer:		Contractor:	
Witness:		Witness:	



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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

Employer:		Contractor:	
Witness:		Witness:	



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--	--	--	--

*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"/> a member of any provincial legislature
<input type="checkbox"/> a member of the National Assembly or the National Council of Province
<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 | <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 an accounting authority of any national or provincial public entity
<input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

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

*insert separate page if necessary

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

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

Employer:		Contractor:	
Witness:		Witness:	



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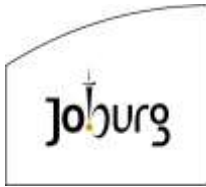


Signed Date

Name Position

Enterprise name

Employer:		Contractor:	
Witness:		Witness:	



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T2.1.4 Preferential Procurement

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

Form No.	Form Title	Description	Page
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer	RD.15
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer	RD.24
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer	RD.27
MBD 5	Declaration for Procurement above R10 Million (VAT Included)	Form to be completed by the Tenderer	RD.29
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer	RD.31

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.

Employer:		Contractor:	
Witness:		Witness:	



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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

The Point scoring system for this tender will be applied post award. All work packages will not exceed R50 Million. Therefore, 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.

The maximum points for this tender are allocated as follows:

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

1.4 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.

Employer:		Contractor:	
Witness:		Witness:	



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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 price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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

Employer:		Contractor:	
Witness:		Witness:	



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in the conditions of this tender:

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more – Black People	6	
Business owned by 51% or more- Women	6	
Businesses located within the boundaries of Gauteng Province	8	

Employer:		Contractor:	
Witness:		Witness:	



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5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

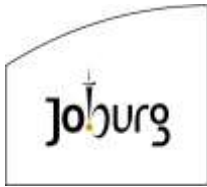
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

Employer:		Contractor:	
Witness:		Witness:	



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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:
.....
.....
.....

Employer:		Contractor:	
Witness:		Witness:	



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5.5 SUB-CONTRACTING

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

(Tick applicable box)

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

5.5.2 If yes, indicate:

- i) What percentage of the contract will be subcontracted _____ (minimum of 11%)
- ii) The name of the sub-contractor(s):

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

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

(Tick applicable box)

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



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5.6 DECLARATION WITH REGARD TO COMPANY/FIRM

- 5.6.1 Name of company/firm:
- 5.6.2 VAT number registration number:
- 5.6.3 Company registration number:

5.7 TYPE OF COMPANY/ FIRM

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

5.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.9 COMPANY CLASSIFICATION

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

5.10 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

- 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;

Employer:		Contractor:	
Witness:		Witness:	



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- 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 –
- (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) Forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

Employer:		Contractor:	
Witness:		Witness:	



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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, shareholder²):.....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:.....
- 3.6 VAT Registration Number:
- 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state? **YES / NO**
- 3.8.1 If yes, furnish particulars.

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

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

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

- 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.....

Employer:		Contractor:	
Witness:		Witness:	



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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:.....

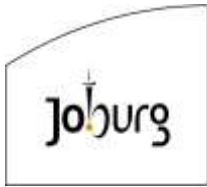
4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

Employer:		Contractor:	
Witness:		Witness:	



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.....
Capacity

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



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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 data-base 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:		

Employer:		Contractor:	
Witness:		Witness:	



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FOR CIVIL, STRUCTURES AND ELECTRO-MECHANICAL
ON AN AS-AND-WHEN BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS



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

Employer:		Contractor:	
Witness:		Witness:	



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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
 - 2.1 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
 - 2.2 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.
 - 2.3 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.....
.....

Employer:		Contractor:	
Witness:		Witness:	



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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

Employer:		Contractor:	
Witness:		Witness:	



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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.

Employer:		Contractor:	
Witness:		Witness:	



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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:

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.

Employer:		Contractor:	
Witness:		Witness:	



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-
- (a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
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

Employer:		Contractor:	
Witness:		Witness:	



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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

Employer:		Contractor:	
Witness:		Witness:	



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T2.1.6 Schedule of the Tenderer's Experience

EMPLOYER: CONTACT PERSON AND TELE- PHONE NUMBER	DESCRIPTION OF WORK	VALUE OF WORK (in- clusive of VAT)	DATE COM- PLETED OR EXPECTED TO BE COM- PLETED

Signed _____ Date _____

Name _____ Position _____

Tenderer

Employer:		Contractor:	
Witness:		Witness:	



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T2.1.7 Contactable Reference Template

This document must be completed in full by the referee and included in the tender submission. A separate form must be completed for each reference required in the evaluation criteria. The reference letters will form an integral component of the evaluation of the Tenderer's experience and therefore failure to adhere to this requirement will result in such tender being prejudiced. Note that Tenderers are required to fulfil this requirement separately for each category they wish to be considered.

Note for Compound Projects: - Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information.

Example:

Johannesburg Water Supply Scheme

Pump Station (R8 Million)

Pipeline (R11 Million)

Reinforced Concrete Water Tower (R21 Million)

Employer:		Contractor:	
Witness:		Witness:	

ANNEXURE 2.1:

CONTACTABLE REFERENCE: Sub-Panel A: Civil Engineering

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **Appointment JW-CO1548 Panel of Professional Service Providers for Civil, Structures and Electro-Mechanical on an as-and-when basis for a period of thirty-six (36) months**

Name of Tenderer:

Name of Project:.....

Description of service provided in relation to work done on water or sewer pipelines including diameter and material of pipes used during stage 5 of the project:

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

Duration: Year-Month-Day when the Services were provided

Start date (Year- Month -Day) when the above was provided:/...../.....

End date (Year- Month -Day) when the above was provided:/...../.....

Construction Value: **Excl. VAT**

Name of authorised person from Tenderer:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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



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ANNEXURE 2.2:

CONTACTABLE REFERENCE: Sub-Panel B: Structural Engineering

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **Appointment JW-CO1548 Panel of Professional Service Providers for Civil, Structures and Electro-Mechanical on an as-and-when basis for a period of thirty-six (36) months**

Name of Tenderer:

Name of Project:.....

Description of services provided in relation to work done on water retaining structures including material and reinforcement used during stage 5 of the project:

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

Duration: Year-Month-Day when the Services were provided

Start date (Year- Month -Day) when the above was provided:/...../.....

End date (Year- Month -Day) when the above was provided:/...../.....

Construction Value: **Excl. VAT**

Name of authorised person from Tenderer:

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.

Employer:		Contractor:	
Witness:		Witness:	



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ANNEXURE 2.3:

CONTACTABLE REFERENCE: Sub-Panel C: Electro-Mechanical Engineering

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the **Appointment JW-CO1548 Panel of Professional Service Providers for Civil, Structures and Electro-Mechanical on an as-and-when basis for a period of thirty-six (36) months**

Name of Tenderer:

Name of Project:.....

Description of service provided in relation to work done on pump stations during stage 5 of the project:

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

Duration: Year-Month-Day when the Services were provided

Start date (Year- Month -Day) when the above was provided:/...../.....

End date (Year- Month -Day) when the above was provided:/...../.....

Construction Value: Excl. VAT

Name of authorised person from Tenderer:

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.

Employer:		Contractor:	
Witness:		Witness:	



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T2.1.8 Schedule of Key Personnel

Name	Qualifications	ECSA Registration No.	Proposed Project Position

SIGNATURE:.....

DATE:

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

Employer:		Contractor:	
Witness:		Witness:	



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Project Name and Locality	
Project Dates (start and end date)	
Project Construction Value (Excl.VAT) (Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information. Refer to example under T.2.1.7.)	
Form of contract used	
Project Position (e.g. Project Leader, Design Engineer, Resident Engineer etc.)	
Description of Scope and duties	

Project Name and Locality	
Project Dates (start and end date)	
Project Construction Value (Excl.VAT) (Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information. Refer to example under T.2.1.7.)	
Form of contract used	
Project Position (e.g. Project Leader, Design Engineer, Resident Engineer etc.)	
Description of Scope and duties	

Project Name and Locality	
Project Dates (start and end date)	

Employer:		Contractor:	
Witness:		Witness:	



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Project Construction Value (Excl.VAT) (Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information. Refer to example under T.2.1.7.)	
Form of contract used	
Project Position (e.g. Project Leader, Design Engineer, Resident Engineer etc.)	
Description of Scope and duties	

Project Name and Locality	
Project Dates (start and end date)	
Project Construction Value (Excl.VAT) (Tenderers are required to breakdown integrated projects to applicable components to give evaluators adequate information. Refer to example under T.2.1.7.)	
Form of contract used	
Project Position (e.g. Project Leader, Design Engineer, Resident Engineer etc.)	
Description of Scope and duties	

Project Name and Locality	
Project Dates (start and end date)	
Project Construction Value (Excl.VAT) (Tenderers are required to breakdown integrated projects to applicable components to give	

Employer:		Contractor:	
Witness:		Witness:	



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<i>evaluators adequate information. Refer to example under T.2.1.7.)</i>	
Form of contract used	
Project Position (e.g. Project Leader, Design Engineer, Resident Engineer etc.)	
Description of Scope and duties	

I,....., hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team and make myself available for this project.

Signature :

Date :

Employer:		Contractor:	
Witness:		Witness:	



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T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.44
T2.2.2 Joint Venture or Consortium Agreement	RD.45

Employer:		Contractor:	
Witness:		Witness:	



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T2.2.1 SARS Tax Compliance Status Pin and Proof of CSD registration

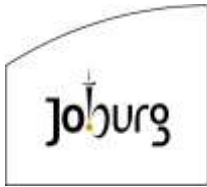
The Tenderer must attach hereto a copy SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxx number.

SIGNATURE:.....

DATE:

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

Employer:		Contractor:	
Witness:		Witness:	



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T2.2.2 Joint Venture or Consortium Agreement

In the case of a Joint Venture or Consortium the Tenderer shall provide a copy of the signed Joint Venture or Consortium Agreement.

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water (SOC) Ltd



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VOLUME 1

CONTRACT, PART 1:

AGREEMENT AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

(Agreement)

C1.1.1 OFFER

The TENDERER 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

Contract No. JW1-CO1548 – Panel Of Professional Service Providers for Civil, Structures, Electro-Mechanical On An As and When Basis for a Period of Thirty Six (36) Months.

Sub-Panel A Sub-Panel B Sub-Panel C

Tick appropriate Sub-Panel (s)

☐
☐
☐

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

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

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

Signature(s)

Name(s)

Capacity

**For the
Tenderer**

(Name and address of Organisation)

**Name and
signature of
witness**

Date _____

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C1.1.2 ACCEPTANCE

The EMPLOYER will complete and sign the form of Acceptance

By signing this part of the Form of Offer and Acceptance, **the Employer** identified below accepts the Tenderer'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 Tenderer's Offer shall create an agreement between the Employer and the Tenderer 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

and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

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 Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving the Appointment Letter, contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfill 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 Tenderer receives an Appointment Letter from the employer. The Employer shall issue one fully completed and duly signed copy of this document, including the Schedule of Deviations (if any) within 28 days of the Appointment Letter. Unless the Tenderer (now the Consultant), within five days after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents or terms and conditions of this Agreement, this Agreement shall constitute a binding contract between the parties,



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FOR EMPLOYER OFFICIAL USE ONLY

Signature(s)

Name(s)

Capacity

**For the
Employer**

*Johannesburg Water (SOC) Ltd, 65 Ntemi Piluso, Newtown
Johannesburg*

(Name and address of Organisation)

**Name and
signature of
witness**

Date _____

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C.1.1.3 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 Tenderer'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 amendment to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any amendment or addition to the tender documents arising from the above arrangements and recorded here shall also be incorporated into the final Contract,

1	Subject _____
	Details _____
2	Subject _____
	Details _____
3	Subject _____
	Details _____
4	Subject _____
	Details _____
5	Subject _____
	Details _____
6	Subject _____
	Details _____
7	Subject _____
	Details _____
8	Subject _____
	Details _____

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of deviations as the only deviations

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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 amendment to the terms of the offer agreed by the Tenderer and the Employer during the process of offer and acceptance.

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

(Name and address of Organisation)

**Name and
signature of
witness**

Date _____

For the Employer:

Signature(s)

Name(s)

Capacity

 Johannesburg Water SOC Ltd

(Name and address of Organisation)

**Name and
signature of
witness**

Date _____

CONTRACT No.: JW-CO1548
PANEL OF PROFESSIONAL SERVICE PROVIDERS
FOR CIVIL, STRUCTURES AND ELECTRO-MECHANICAL
ON AN AS-AND-WHEN BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS
Volume 1

Agreement and Contract Data

C1.2. CONTRACT DATA

C1.2.1. General Conditions of Contract

The Conditions of Contract are the Standard Professional Services Contract (July 2009, Third Edition of CIDB document 1014) published by the CIDB. A copy of this document may be obtained from the CIDB's website www.cidb.org.za

C1.2.2. Part 1: Contract Data completed by the Employer includes :

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Clause	
1	The Employer is Johannesburg Water (SOC) Ltd.
1	The project is, Panel Of Professional Service Providers for Civil, Structures, Electro-Mechanical On An As and When Basis for a Period of Thirty Six (36) Months.
1	The Period of Performance is only for thirty six (36) months , commencing on the date of issue of appointment letter to the panel. No new work allocation will be issued after expiry of the contract, however the service provider shall be required to complete all Work Orders (till end of defects liability period) issued prior to expiry of the Period of Performance.
1	The Start Date is the date when the Service Provider receives an Appointment Letter to the panel from the Employer
3.4.1 and 4.3.2	The authorized and designated representative of the Employer is: Name and Surname: Mr Enoc Mudau
3.4.1 and 4.3.2	The address for receipt of communications is: Telephone: 011 688 6594 Email: enoc.mudau@jwater.co.za Address: PO Box 61542, Marshalltown, 2107
3.5	The location for the performance of the Project shall be within City of Johannesburg (CoJ) and as per the specific location indicated for each specific Work Order issued.
3.12.1	Add to clause; The Service Provider shall note that his service provision forms an integral part of the total service delivery scope of the Employer, and that any delay, non-provision or negligent provision thereof may seriously affect the provision of other related-services and contracts. Additionally, this Contract also constitutes either a near-long-term or long-term contract in terms of the Supply Chain Management Regulations. Both these factors require that the Employer establish important performance criteria to ultimately ensure full service delivery to his customers. Therefore failure, on the part of the Service Provider, to deliver any part or the total service correctly and timeously (as per approved schedule / Programme of Works per allocation) shall result in the application of a performance penalty, per offence. The penalty shall be R2,000.00 or, up to a maximum amount of twice the professional fees for normal services actually paid after which the Employer reserves the right to terminate either the Works Order(s) or Contract agreement with the Service Provider.

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3.15.1	<p>Add to clause;</p> <ol style="list-style-type: none"> 1) The initial programme(s) of works shall be submitted within 14 days of the issue of a Work Order Appointment Letter(s). 2) A programme of works shall be provided and maintained by the Service Provider per individual project issued by way of individual Work Orders by the Employer. 3) In compiling the Works Order(s) Programme of works the Service Provider shall note that: <ol style="list-style-type: none"> a) the working days and hours for staff are Monday to Friday between 08h00 and 17h00. b) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme of works. c) Familiarize himself with the Employer's Standard Operational Procedures such as shutdown scheduling while formulating the programme of works.
3.15.3 (a)	<p>Replace second 3.15.3 by 3.15.4</p> <p>The service provider shall update the programme of works on a monthly basis to reflect actual progress to date.</p>
3.16.1	<p>Add</p> <p>No adjustment of fees will be done over the first 12-month period of the panel appointment.</p> <p>On the 12-month anniversary date of the panel appointment the unit cost rates shall be adjusted by the twelve-month year on year CPI index (as published in Table A of P0141 CPI for the CPI for all services published by Statistics South Africa) ruling on the 12-month anniversary date of the panel appointment and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.</p> <p>The project budget is relied upon when determining the percentage or lump sum fee, and where the final cost of the works varies by more than 15% from the value on which the fee is determined, the fee may be adjusted</p>

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4.3.1 (d)	<p>Replace</p> <p>The Service Provider shall assist in the obtaining of all approvals, licenses from state, regional and municipal authorities having jurisdiction over the Project including way leaves from different affected service providers, unless otherwise instructed by the Employer to act on the Employer's behalf in line with Clause 4.6.</p>												
5.1.3	<p>Add new clause</p> <p>The Service Provider will be required to submit documents stated in item (d) WORK ALLOCATION STRATEGY POST AWARD of the tender data.</p> <p>Technical Compliance</p> <p>The list of available key personnel (Project Leader and Design Engineer) under the following headings:</p> <table><tr><th>Proposed Project Position <i>(Project Leader or Design Engineer)</i></th><th>Name and Contact Details</th><th>Qualifications <i>(refer to clause 7.1.1 below)</i></th><th>Years of experience as per relevant contract category <i>(refer to clause 7.1.1 below)</i></th><th>Name of the Professional body and registration No. <i>(refer to clause 7.1.1 below)</i></th><th>Number of Commitments <i>(not to exceed the number stated in clause 7.1.1 below)</i></th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>Service provider will be required to submit the supporting documents as outlined in clause C3.11 of the Tender data.</p> <p>Only the Project Leader and the Design Engineer will be evaluated for capacity assessment. Resident Engineer will not be evaluated during capacity assessment, however it is the Service Provider's obligations to ensure that the Resident Engineer meeting the requirements stated in clause 7.1.1 of contract data is available for construction monitoring during Contract Administration and Inspection stage.</p>	Proposed Project Position <i>(Project Leader or Design Engineer)</i>	Name and Contact Details	Qualifications <i>(refer to clause 7.1.1 below)</i>	Years of experience as per relevant contract category <i>(refer to clause 7.1.1 below)</i>	Name of the Professional body and registration No. <i>(refer to clause 7.1.1 below)</i>	Number of Commitments <i>(not to exceed the number stated in clause 7.1.1 below)</i>						
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5.1.4	<p>Add to Clause:</p> <p>Skills development requirements</p> <p>This condition should be applied to a works order exceeding contract amount of R5 Million and that has a duration of 12 months or more.</p> <p>The Professional Service Provider (PSP) shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the <i>Standard for developing skills through infrastructure contracts (July 2020)</i> published by the CIDB and as per the amendment below. A copy of this document may be obtained from the CIDB's website www.cidb.org.za.</p> <table border="1" data-bbox="430 851 1452 1635"> <thead> <tr> <th>Clause</th><th>Description</th></tr> </thead> <tbody> <tr> <td>3.1.2.1</td><td> Replace The contract skills participation goals, expressed in Rand shall be no less than the contract amount multiplied by a 5% for all class of construction works as identified in terms of <i>Regulation 25 (3) of the Construction Industry Regulations 2004</i>. Whereby; 5% includes subcontracting and mentorship of learners and candidates. </td></tr> <tr> <td>3.1.2.4</td><td> Replace Learners and Candidates shall be selected from the persons residing in the ward or region of the project's location, who meet the relevant eligibility criteria for the relevant programme. </td></tr> <tr> <td>3.2.2</td><td>Remove</td></tr> <tr> <td>3.3.2 Table 3 Note (iv)</td><td> Add The Employer will advise on notional cost per works order issued as stated in note (iii). </td></tr> </tbody> </table>	Clause	Description	3.1.2.1	Replace The contract skills participation goals, expressed in Rand shall be no less than the contract amount multiplied by a 5% for all class of construction works as identified in terms of <i>Regulation 25 (3) of the Construction Industry Regulations 2004</i> . Whereby; 5% includes subcontracting and mentorship of learners and candidates.	3.1.2.4	Replace Learners and Candidates shall be selected from the persons residing in the ward or region of the project's location, who meet the relevant eligibility criteria for the relevant programme.	3.2.2	Remove	3.3.2 Table 3 Note (iv)	Add The Employer will advise on notional cost per works order issued as stated in note (iii).
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3.3.2 Table 3 Note (iv)	Add The Employer will advise on notional cost per works order issued as stated in note (iii).										
5.4.1 and 13.1.3	<p>The Service Provider is required to provide and maintain Professional Indemnity Insurance to the value of R 10 Million in respect of each and every claim during the period of insurance which is the end of the defects period of all Work Order(s) allocated.</p>										

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5.5(c)	<p>Add</p> <p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1) Removing Key Persons, whose participation has been approved at tender stage or thereafter, from the Project or its issued Works Order(s); 2) Changes and/or alterations made to 'issued for construction documentation (drawings or schedules or instructions by the designer) that will have cost implications. 3) Perform any additional work other than that authorized by the employer; 4) Accepting any additional work which in the view of the Service Provider will require additional compensation 5) Proceeding from one phase of the project to the next 6) Approving shop drawings or contractor's designs that will have financial implications. 7) Approval of Variation Orders (VOs) 8) Exceeding re-measurable items in Bill Of Quantities (BOQ) (including any approved VOs) by more than 20%. 9) Approvals to exceed the construction contract sum and 10) Stopping sections of the works or complete works, unless the reason for stopping section of the works or the complete works is required to ensure the safety of the public, employees or sub-contractors of the principle contractor.

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7.1.1

Add to Clause:

The minimum required qualifications, Registrations and experience required to execute a Works Order(s) shall be as follows:

Sub Panel A- Civil Engineering

No.	Key Personnel	Qualifications	Number of projects	Required Registration
1	Project Leader	B.Tech or BEng or BSc in Civil Engineering	4 steel/HDPE water or sewer pipeline projects with minimum diameter of 400mm using GCC.	Registered with SACPCMP as Pr.CPM or PMI as PMP
2	Design Engineer	B.Tech or BEng or BSc in Civil Engineering and LIC NQF level 7	3 steel/HDPE water or sewer pipeline projects of minimum diameter of 400mm.	Registered with ECSA as PrEng or PrTech
3	Resident Engineer	National Diploma in Civil Engineering and LIC NQF level 5	2 steel/HDPE water or sewer projects with minimum diameter of 400mm.	Registered with ECSA as Candidate or Professional

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Sub Panel B- Structural Engineering

No.	Key Personnel	Qualifications	Number of projects	Required Registration
1	Project Leader	B.Tech or BEng or BSc in Civil Engineering	3 reinforced concrete water/wastewater retaining structure projects of minimum construction value of R20 million excluding VAT using GCC .	Registered with SACPCMP as Pr.CPM or PMI as PMP
2	Design Engineer	B.Tech or BEng or BSc in Civil Engineering	3 reinforced concrete water/wastewater retaining structure projects of minimum construction value of R20 million excluding VAT	Registered with ECSA as PrEng or PrTech
3	Resident Engineer	National Diploma in Civil Engineering	2 reinforced concrete water/wastewater retaining structure projects of minimum construction value of R20 million excluding VAT	Registered with ECSA as Candidate or Professional

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Sub Panel C- Electro-Mechanical Engineering

No.	Key Personnel	Qualifications	Number of projects	Required Registration
1	Project Leader	B.Tech or BEng or BSc in Electrical or Mechanical Engineering	3 completed water or sewer pumpstations projects each construction of minimum R7 million excluding VAT using GCC .	Registered with SACPCMP as Pr.CPM or PMI as PMP
2	Design Engineer	B.Tech or BEng or BSc in Electrical or Mechanical Engineering	2 completed water or sewer pumpstations projects each construction of minimum R7 million excluding VAT.	Registered with ECSA as PrEng or PrTech
3	Resident Engineer	National Diploma in Electrical or Mechanical Engineering	2 completed water or sewer pumpstations projects each construction of minimum R7 million excluding VAT.	Registered with ECSA as Candidate or Professional

Maximum commitment per key personnel shall be as follows:

Key Personnel	Maximum commitment
Project Leader	3 projects
Design Engineer	3 projects
Resident Engineer	1 project

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8.1	The Service Provider is to commence the performance of the Service within 5 days of the date of the Employer accepting the Service Provider's fees, programme of works, resource schedule, and resource organogram for any Works Order(s) issued to him.
8.2.1	<p>The Service Provider may be issued with work orders during the period of performance which commences on the date of issue of appointment letter to the panel for the duration of 36 Month.</p> <p>1) The Service Provider shall not be issued new Works Orders nor shall he accept and commence with any new Works Orders, the day after the conclusion of Period of Performance. Should the Service Provider accept and commence with a new Works Orders in this instance he shall not be entitled to any remuneration for services rendered as per the applicable Work Orders nor shall the Employer be entitled to the usage or copyright of such rendered services.</p> <p>2) Work order(s) that have been issued for implementation by the Employer before the Contract conclusion date, but not completed before the Contract Conclusion Date shall be completed by the Service Provider, based on the agreed programme of works and subject to written approval by the employer.</p>
8.4.3(c)	The period of suspension under clause 8.5.1 is not to exceed 18 months.
9.1	Copyright of the documents prepared for the Project is vested with the Employer.
11	Add Sub-Consulting will be dealt with on a project to project basis. Projects that will require sub-consulting will be communicated to the tenderer during work allocation.
12.1	Interim settlement of disputes is to be by amicable settlement, then adjudication if amicable settlement fails.
12.2 and 12.3	Final settlement is by Arbitration.
12.3.3	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by mutual agreement of both contracting parties.
13.5	<p>Replace</p> <p>The Employer shall claim for any proven costs resulting from the actions of the Service Provider.</p>

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15	The interest rate is the prime interest rate of the Employer's bank at the time the amount is due. The interest charged will be Simple interest

Variations / Additional Conditions of Contract

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Clause	
1	<p>Add to Clause</p> <p>Works Order, shall mean any sub-project issued by the Employer during the period of performance.</p>
3.15.4 d) (3.15.3)	<p>Add Sub-clause 13.15.4 (d)</p> <p>Whenever the deliverables of the project is changed by the Employer.</p>
4.3.2	<p>Replace Clause with the following:</p> <p>The authorized and designated person named in the Contract Data has complete authority in giving instruction and receiving communication on the Employer's behalf and interpreting and defining the Employer's policies and requirements in regard to the overall contract; JW-CO1548, however the Employer will communicate particulars of the personnel for each work order issued responsible for giving instructions and receiving communications and general management of each work order.</p>
4.7	<p>Add to Clause:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> • The Service Provider submitting a Payment Certificate with a schedule of work completed, to the Employer before or on the date that will communicated to you by the Employer. • The payment Certificate being accompanied with an Original Tax Invoice compliant with SARS and the Employer's requirements. • Submission of a statement outlining all outstanding payments. <p>Payment will be made 30 days from date of statement on the date that will communicated to you by the Employer.</p> <p>Payment for the Contract shall be by way of electronic bank transfer, thus the Service Provider shall ensure the Employer at all times has the most updated banking information of the Service Provider. The Employer requires that the Service Provider invoices separately per individual active Contract Works Order</p>

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4.8	<p>Add New Clause</p> <p>The Service Provider acknowledges that it is the objective of the Employer to create a panel of Professional Engineering Service Providers for the Contract Period of Performance, ensuring that as-and-when he requires services scoped as per this Contract he is in position, without delay, to select a suitably qualified and experienced service provider to render such services. Thus, to this end, the Employer:</p> <ul style="list-style-type: none"> a) does not guarantee allocations of works b) does not guarantee minimum or maximum expected fee value of work other than that which may be formally issued and accepted by the Services Provider during the Contract Period of Performance. c) shall entertain no claims from the Service Provider in this regard.

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5.4.3

Add New Clause

A Performance Fee of 10% shall be deducted from all payment invoices or certificates, on the fee portion only (i.e. thus excluding **ONLY** expenses and costs).

The following criteria will be used to conduct performance assessment prior to release of the performance fee to the Service Provider.

<i>Description</i>	<i>Issue of Variation Orders (Due to Service Provider's omissions) (% of project value)</i>	<i>Late submission of progress reports (% of total reports from inception to closeout)</i>	<i>Late submission of invoices (% of total invoices from inception to closeout)</i>	<i>Exceeding allocated budget on any of the re-measurable items (% exceeded)</i>
Weight	25%	25%	25%	25%
Level 1	0-5% = 100%	0-20% = 100%	0-9% = 100%	By 0% – 30% = 100%
Level 2	5%–10%= 50%	30% – 40% = 50%	10% – 25% = 50%	by more than 30% to less than 50% = 50%
Level 3	More than 10% = 0%	More than 40%= 0%	More than 25% = 0%	By more than 50% = 0%

Nota Bena- Service Provider shall include in their monthly progress reports the following schedules:

- Payment certificates schedule (including submission dates, Amounts and IPC number)
- Progress reports schedule (including submission dates)
- Variation Orders (VOs) schedule (including descriptions and amounts)

Performance fee of the specific Works Order shall be released to the Service Provider subject to performance assessment as follows:

- 50% of the Performance Fee shall be released at approval of the Close Out Report and
- 50% at end of defects liability period.

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8.7	<p>Add New Clause</p> <p>Works Order Procedure</p> <p>The Service Provider acknowledges that at the commencement date of the Contract that no project specific known services requirements exists. However, as service provision requirements as per Scope of Works becomes available for implementation during the Contract Period of Performance, the Employer undertakes to issue such service provision requirements to the panel of Service Providers for implementation. NOTA BENE: Certain service provision requirements may be issued to the Employer's own internal Engineering Department for implementation.</p> <p>a) Work Order Issue</p> <p>The Employer may issue Work Orders for the provision of services by the Service Provider during the Period of Performance. The Service Provider shall thus only commence with the provision of services on receipt of such Work Order and after the Employer has confirmed acceptance in writing of the fees, programme, resource schedule, and resource organogram offered by the Service Provider as per (b) below.</p> <p>b) Acceptance of Work Order Issue</p> <p>The Service Provider shall within maximum 14 days formally acknowledge acceptance of a Work Order, by providing the Employer with a detailed cost implication based on the tender appointed and/or agreed fee prices or rates/factors, programme, resource schedule, and resource organogram. Additionally the Service Provider shall provide an updated consolidated (all works orders) Contract report on number of Works Orders, financial, resource, organogram and programme.</p> <p>c) No Work Order Issued</p> <p>If the Service Provider commences with provision of services without an official Work Order from the Employer, the Employer shall not be responsible for any payment to the Service Provider for such service provision.</p> <p>d) Non-Acceptance of Work Order Issued</p> <p>Where the Service Provider does not accept or respond to an issued Work Order, for whatever reason, the Employer reserves the right to either or in combination:</p> <p>i) issue such work to another Service Provider;</p> <p>ii) cancel part of the Contract, related to the non-accepted Work Order; and/or</p> <p>iii) appoint another Service Provider to execute the all service related to the non-accepted Work Order.</p> <p>Iv Cancel the appointment as a whole and restrict the Service Provider from participating in further Work Order Allocations.</p> <p>v) Recording the Service Provider for reneging on their appointment</p>

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13.1.4	Add New Clause The Service Provider acknowledges that the approvals of drawings and reports by any Employer's Representative does not change the Service Provider's responsibility to provide the Services, nor does it indemnify the Service Provider from any negligence and/or omissions or liability.

C1.2.3.Part 2: Data

C1.2.4. provided by the Service Provider

The Service Provider is:

Address:

Telephone:

Facsimile:

The authorized and designated representative of the Service Provider is:

Address:

Telephone:

Facsimile:

The Key persons and their jobs/functions in relation to the services are:

[illegible]

Johannesburg Water (SOC) Ltd



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CONTRACT, PART2:

PRICING DATA

C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 General

The following shall be noted:

The fees used in the Pricing Schedule should be as per the price schedules (C2.2) and C2.3.

- a) Pricing for additional engineering consulting services, Construction Project Management and Architectural work should be as per the **price schedules (C2.3)**.
- b) During work allocations, pricing will be based on the estimated value of Construction Work, exclusive of Contingencies as per approved Project Charter.
- c) Actual fees (and recoverable) will thereafter be adjusted based on tendered rates for the construction portion of the project and final construction cost.
- d) All fees quoted in the Pricing Schedule shall be in South African Rand (ZAR) and whole cents.
- e) All fees quoted in the Pricing Schedule must be excluding VAT. VAT will be added in the Summary of the Pricing Schedule.
- f) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Tender Data in regard to the correction of errors.
- g) The Service Provider shall provide an overall summary of costs for each activity or task, by phase or stage (if applicable) for the project.
- h) The Service Provider shall provide time based (hourly) unit cost rates for all contract allocated personnel in the Schedule of Rates in section C2.2. These unit cost rates fees shall be all-inclusive and therefore include all applicable allowances for overhead and administrative charges incurred by the Professional Service Provider for the successful execution of this project.
- i) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer. Refer to Section C2.2.3 on how the time related costs will be calculated for comparative purposes.
- j) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- k) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- l) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and **accepted by the Employer**.
- m) Any changes to the pricing schedule will result in elimination, the Tenderer can however indicate in the qualifications any alterations that they might want to offer.

C2.1.2 Standard and Additional Services

The following instructions shall be applicable for services including one or a combination of the engineering-related disciplines of consulting engineering, namely; civil, structural, mechanical, electrical and/or instrumentation engineering services:

C2.1.2.1 ECSA Guidelines

Definitions shall be in accordance with clause 2 of the prevailing Engineering Council of South Africa (ECSA) guidelines, contained in the Guidelines for defining the Scope of Services and for determining the Professional Fees for Persons Registered in Terms of the Engineering Profession Act 2000 (Act No. 46 of 2000).

C2.1.2.2 Contradictions

Nota Bene: Where contradiction exists between the pricing guidelines and definitions of the ECSA guidelines and the Contract Data, the Contract Data shall prevail.

C2.1.2.3 Normal Services Fees

Fees for Normal Services shall be priced taking into account the following:

- a) Normal Services shall be defined as per Section C3 of the Scope of Works contained in this document. Where contradiction exists between the definitions of Normal Services of the ECSA guidelines and the Contract Data, the Contract Data shall prevail.
- b) Where the Employer requires in the Scope of Work, that the Service Provider provide Planning, Studies, Investigations and Assessment service in term of clause C2.2.3 of these Pricing Instructions, the service fee shall be calculated on a time and cost basis, using the provided unit cost rates, and converted to a lump sum price.
- c) For the inception, concept and viability, design development, documentation and procurement, contract administration and inspection and close-out stages:
 - 1) of the project normal services, the fee percentages are provided per stage in terms of Table C2.2.1 of these Pricing Guidelines.
 - 2) where the scope of normal services are required partially and does not include the full scope of services as defined in the Section C3 of the Scope of Works, the basic fee shall be adjusted through the stage percentages as per Table C2.2.1 to allow for any service exclusions.
 - 3) the allocated stage percentage of the standard service fee shall become payable on successful completion and approval of that stage based on the percentages provided on Table C2.2.1.
- d) Assisting the Employer in making arrangements for way leaves, servitudes or expropriations.

C2.1.2.4 Additional Services Fees

Fees for Additional Services shall be priced taking into account the following:

- a) The Service Provider is not entitled for any payment under this item if he is not explicitly requested in the Scope of Work section of the Contract to fulfil such additional services.
- b) If so requested in the Scope of Work section;
 - 1) Additional Services pertaining to all the normal services stages: Additional services that become apparent after appointment stage shall be dealt with as variations to the Scope of Work.
 - 2) **Construction Monitoring:** The level of construction monitoring to be allowed for is Level 4, (The construction monitoring staff shall maintain a full time presence on site). The Service Provider shall be compensated in line with rates provided in Pricing Schedules C2.3.

C2.1.2.5 Contract Price Adjustment

Where unit cost rates are used to establish lump sums such unit cost rates adjustments shall be on the following basis:

- a) No adjustment of fees will be done over the first 12-month period of the acceptance of a works Order.
- b) On the 12-month anniversary date of the acceptance of each Works Order the unit cost rates shall be adjusted by the twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of Statistics South Africa) ruling on the 12-month anniversary date of the acceptance of each Works Order and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.

C2.1.2.6 Recoverable Costs

The Service Provider shall recover the cost of all actual incurred expenses, in the process of successfully executing the project, taking into account the following;

- a) 10% of Normal fees Provisional Disbursement Costs will be allocated to each Service Provider for comparative purposes during Work Order allocations.
- b) Clear distinctions shall be made with regard to all disbursement costs, which shall not form part of the fee portion of the Contract Price and shall therefore be stated separately.
- c) All recoverable costs must be pre-approved by the Employer.
- d) Mark-up on actual recoverable costs shall be in line with the pricing schedule and **shall not exceed 10%** of the cost of the actual expense.
- e) Proof of all actual recoverable costs, original receipt of payments, shall be made available to the Employer, if so requested.

f) **Recoverable expenses;**

- i. limited to those indicated in Clause 4.6 of the ECSA guidelines, shall be recovered based on either a lump sum or percentage of the total costs of construction works.
- ii. for geotechnical investigations, laboratory testing, topographical and land surveys, supply of specific equipment, specialist sub - consultants, shall be priced on actual cost plus mark-up.
- iii. Travel and travel-time costs, within the boundaries of the City of Johannesburg, related to normal execution of works, site supervision, off-site inspections and testing of materials and plant during manufacturing and/or prior to delivery to site, will be regarded **as Normal Services** for this Contract.

C2.2 Compensation for Services Rendered.

C2.2.1. Fees Payable Based on Cost of Construction Work.

Fees payable based on the cost of the construction works shall be calculated in accordance with the following formula:

$$\text{Fee}_{\text{cost of construction}} = \text{Cost of works} \times \text{Fee}_{\text{Determinant Factor 1 or 2 or 3 or 4 or 5 or 6}}$$

Where:

Fee _{Cost of Construction}	=	the fee calculated in accordance with section C2.2
Cost of Works	=	Estimated Value of Construction Work, exclusive of Contingencies as per approved Project Charter. (To be adjusted in line with final construction costs)
Fee _{Determinant Factor 1 or 2 or 3 or 4 or 5 or 6}	=	Fee Determinant Factor contained in the Pricing Schedule used to calculate the Fees for Construction Work. Dependant on Cost of Works.

The fee payable in terms of C2.2 shall exclude all expenses and cost referred to in the ECSA Guideline for Service Scope and Tariff of Fees relating to services provision as Additional Services, Recoverable Costs and Disbursements.

However, for this Contract the fee payable in terms of C2.2.1 and C2.2.2 shall include:

- Way-leave applications, processing and maintaining, for all other services utilities and/or agencies operating (but not necessarily located) within the City of Johannesburg, which is defined as part of additional services in the ECSA Guideline for Service Scope and Tariff of Fees.
- Travel and travel-time costs, within the boundaries of the City of Johannesburg, related to site supervision, off-site inspections and testing of materials and plant during manufacturing and/or prior to delivery to site, which is defined as part of additional services in the ECSA Guideline for Service Scope and Tariff of Fees.
- The cost associated to the Contracts Manager and skills transfer to Sub-Consultants and Engineering Capacitation of identified Employer's Employees as provided for in this contract.

*With reference to (a) to (c) above **NO additional** and/or separate compensation shall be effected to the Service Provider by the Employer.*

The Service Provider shall only claim fees payable in terms of C2.2 in accordance with the guideline percentages for services provided partially or in stages, as tabled below:

Table C2.2.1: Project Stages of Engineering Services

Stage of Services	Typical percentage points for each stage
Civil: Engineering Project:	
Inception	5
Concept and Viability	15
Design Development	15
Documentation and Procurement	5
Contract Administration and Inspection	50
Close-out	10
Structural: Engineering and Building Project:	
Inception	5
Concept and Viability	20
Design Development	25
Documentation and Procurement	5
Contract Administration and Inspection	35
Close-out	10
Mechanical, Electrical and Electronic Project:	
Inception	5
Concept and Viability	20
Design Development	25
Documentation and Procurement	5
Contract Administration and Inspection	35
Close-out	10
Architectural	
Initiation	5
Concept and Viability	20
Design Development	25
Documentation and Procurement	5
Construction	35
Close-out	10
Construction Project Management:	
Initiation	10
Concept and Viability	10
Design Development	25
Documentation and Procurement	5
Construction	40
Close-out	10

C2.2.3 Fees Payable Based on Time and Cost.

Fees for additional services, which cannot be calculated in terms of C2.2.1 as a fee in accordance with the ECSA Guideline for Service Scope and Tariff of Fees, shall be paid on a time and cost basis in accordance with the ECSA Guideline for Service Scope and Tariff of Fees, where the time-based fee shall be calculated in accordance with the following formula:

$$\text{Fee}_{\text{Time Based 1}} = \text{Staff Hourly Rate} \times \text{Hours Worked}_1$$

Where:

$\text{Fee}_{\text{Time Based 1}}$ = the time based fee calculated in accordance with Section C2.2.

Hours Worked_1 = The number of hours spent in providing the applicable time related service.

Staff Hourly Rate = Staff Hourly Rate contained in the Pricing Schedule being the applicable time-based fee in accordance with the provisions of the ECSA Guideline for Service Scope and Tariff of Fees, limited to Categories B, C and D. Thus for this Contract no Category A staff are required.

The time-based fees used for the purpose of comparative bids will be calculated based on the following formula:

$$\text{Fee}_{\text{Time Based 2}} = (0.15(\text{Hourly Rate}_{\text{Cat B}}) + 0.50(\text{Hourly Rate}_{\text{Cat C}}) + 0.35(\text{Hourly Rate}_{\text{Cat D}})) \times \text{Hours Worked}_2$$

Where:

$\text{Fee}_{\text{Time Based 2}}$ = the time based fee calculated in accordance with Section C2.2.

Hours Worked_2 = The number of hours projected to be utilised for the purpose of comparing bids.

$\text{Hourly Rate}_{\text{Cat B or C or D}}$ = Hourly Rates contained in the Pricing Schedule used to specify the payment rates per each category of project personnel.

C2.2.4 Construction Monitoring.

Construction monitoring shall ONLY be executed by Category D staff, and in the event of a Category B and C staff is proposed by the Service Provider, compensation in this regard their staff rate shall not exceed the Category D monthly rate as contained in the Schedule of Rates (or such rate as has been escalated in terms of the conditions of this Contract), unless otherwise agreed with writing by the Employer. Fees shall be calculated in accordance with the following formula:

$$\text{Fee}_{\text{Construction Monitoring}} = \text{Construction Period [In Months]} \times \text{Monthly Rate}_{\text{Cat D}}$$

Where:

Fee _{Construction Monitoring}	=	the monthly time based fee calculated in accordance with Section C2.2
Construction Period	=	the number of months spent in providing the applicable time related service or the projected number of months to be utilised for the purpose of comparing bids.
Monthly Rate	=	Staff Monthly Rate contained in the Pricing Schedule being the applicable time-based fee in accordance with the provisions of the ECSA Guideline for Service Scope and Tariff of Fees, limited to Categories D.

C2.2.5 Recoverable Costs

Costs that shall be recoverable in terms of Clause 4.6(1)(b) of the ECSA Guideline for Service Scope and Tariff of Fees for this Contract are:

- Specialist sub-consultants;
- Close-Circuit Television camera surveys;
- Geotechnical Investigations;
- Laboratory testing;
- Topographical and land surveys.

Nota Bene: The Service Provider shall:

- Ensure all claimed expenses are pre-approved in writing by the Employer prior to incurring cost or submitting claim for compensation to the Employer, thus the Employer shall not entertain claims in this regard if such approval was not obtained in writing by the Service Provider.
- Ensure cost claims is accompanied by a signed copy of the supplier's or sub-contractor/consultant's tax invoice, which must comply with good financial practices by containing all minimum invoice required information.
- All appointments for supplier's and specialist sub-consultants need to be pre-approved using a three quotation basis.

The claim mark-up on actual costs shall not exceed 10% of the cost of the actual direct cost claim.

Costs shall be calculated in accordance to the following:

$$\text{Fee}_{\text{Recoverable}} = \text{Actual Cost} (1 + \text{Mark-up}_{\text{Factor1}})$$

Where:

Fee Recoverable	=	Actual Cost to be paid to service provider after completing activity designated as recoverable.
Actual Cost	=	Actual Levied Amount as per Tax Invoice issued to the Service Provider.
Mark-up Factor 1	=	Mark-up Factor contained in the Pricing Schedule used to calculate the mark-up to all recoverable costs.

The Employer shall not compensate the Service Provider for accommodation and subsistence expenses, as Contract staff shall be deemed to be residing in the Contract area (City of Johannesburg) of execution. Travel and travel-time costs, within the boundaries of Johannesburg will not constitute additional compensation.

C2.3 Pricing Schedules

Johannesburg Water (SOC) Ltd



CONTRACT NO: JW-CO1548

**PANEL OF PROFESSIONAL SERVICE
PROVIDERS FOR CIVIL, STRUCTURES AND
ELECTRO-MECHANICAL
ON AN AS-AND-WHEN BASIS FOR A PERIOD OF
THIRTY-SIX (36) MONTHS
VOLUME 1**

CONTRACT, PART 3:

SCOPE OF WORK

C3 SCOPE OF WORK

C3.1 Employer's Objectives

The Employer intends on procuring the services of various Professional Service Providers during the Contract Period of Performance, to implement Civil, Structural, Electrical and Mechanical projects within his area of jurisdiction.

The objective of the Employer is to appoint an experienced Service Providers for the execution of multiple discipline projects within time, cost, and performance and quality standards. Projects will be issued within a duration of three (3) years from the appointment date.

C3.2 Description of the Services

The Service Provider shall be required to provide the Employer with multiple expertise (civil, structural, mechanical, or electrical, engineering design, specification and procurement processes of the Employer and national regulations) for all investigative, replacement, repair, refurbishment and construction projects the Employer executes during the Contract Period of Performance.

C3.3 Extent of the Services

The civil / mechanical / electrical/ structural engineering services shall satisfy the stated objectives of the Employer in relation to the construction works identified in the description of the services.

The consultancy shall, as a minimum, in order to satisfy these objectives provide the normal services set out in stage 1 to 6 as discussed by **Guideline For Defining The Scope Of Services And For Determining The Profession Fees For Persons Registered In Terms Of The Engineering Profession Act, 2000. (ACT NO 46 OF 2000)** as described in section 3.2 of the Government Gazette 4 December 2015.

The consultancy may not, without the prior written approval of the employer, proceed from one stage of the project to another.

The services include the following:

STAGE 1. Inception

Establish Employer's requirements and preferences, assess user needs and options, appointment of necessary sub-consultants, establish the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies of the Employer.

Activities	Deliverables
i. Assist in developing a clear project brief	• Agreed scope of services and scope of work
ii. Attend project initiation meetings	• Finalise/Update Project Charter
iii. Advise on procurement policy for the project	• Signed agreement
iv. Advise on the rights, constraints, consents and approvals	• Report on project, site and functional requirements
v. Define the scope of services and scope of work required	• Liaise with Employer and produce Project Implementation Plan.
vi. Conclude the terms of the agreement with the Employer.	• Schedule of required surveys, tests, analyses, site and other investigations
vii. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services	• Schedule of consents and approvals
viii. Determine the availability of data, drawings and plans relating to the project	• Generate Risk Register for the project.
ix. Advise on criteria that could influence the project life cycle cost significantly (financial design criteria)	
x. Provide necessary information within the agreed scope of the project to other consultants involved	

STAGE 2. Concept and Viability / Preliminary Design

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project).
 Update Project Execution Plan

Activities	Deliverables
i. Agree documentation programme with Employer and other consultants / stakeholders involved	
ii. Attend design and consultants' meetings	
iii. Establish the concept design criteria	• Schedule of required surveys, tests and other investigations and related reports
iv. Prepare initial concept design and related documentation	• Process design
v. Advise the client regarding further surveys, analyses, tests and investigations which may be required	• Preliminary design
vi. Establish regulatory authorities' requirements and incorporate into the design	• Cost estimates as required
vii. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents	• Updating of Project Execution Plan
viii. Establish access, utilities, services and connections required for the design	• Update Risk Register
ix. Coordinate design interfaces with Employer other consultants / stakeholders involved	• Update monthly reporting requirements
x. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing	• Life-cycle Costing for projects above R30,000,000.00
xi. Provide cost estimates and life cycle costs as required	
xii. Liaise, co-operate and provide necessary information to the Employer and other consultants involved	

STAGE 3. Design Development / Detail Design

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project. Update Project Execution Plan

Activities

- i. Review documentation programme with Employer and other stakeholders involved
- ii. Attend design and consultants' meetings
- iii. Incorporate client's and authorities' detailed requirements into the design
- iv. Incorporate other consultant's designs and requirements into the design
- v. Prepare design development drawings including draft technical details and specifications
- vi. Review and evaluate design and outline specification and exercise cost control
- vii. Prepare detailed estimates of construction cost
- viii. Liaise with Employer about project phasing subject to funding availability.
- ix. Liaise, co-operate and provide necessary information to the Employer and other stakeholders involved.
- x. Submit the necessary design documentation to local and other authorities for approval

Deliverables

- Design development drawings
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs
- Updating of Project Execution Plan
- Update Risk Register
- Update monthly reporting requirements

STAGE 4. Documentation and Procurement

Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

Activities

- i. Attend design and consultants' meetings
- ii. Prepare specifications and preambles for the works
- iii. Accommodate services design
- iv. Check cost estimates and adjust designs and documents if necessary to remain within budget
- v. Formulate the procurement strategy for contractors or assist the Employer where relevant
- vi. Advise on applicable forms of contract.
- vii. Prepare documentation for contractor procurement
- viii. Review designs, drawings and schedules for compliance with approved budget
- ix. Assist in calling for tenders and/or negotiation of prices and/or assist the Employer where relevant.
- x. Assist Employer in obtaining clarification from Tenderers.
- xi. Liaise, co-operate and provide necessary information to the Employer and the other Stakeholders as required
- xii. Assist in the evaluation of tenders
- xiii. Assist with the preparation of contract documentation for signature
- xiv. Assess samples and products for compliance and design intent

Deliverables

- Specifications
- Services co-ordination
- Working drawings.
- Budget construction cost
- Tender documentation
- Tender evaluation report
- Tender recommendations
- Priced contract documentation
- Updating of Project Execution Plan
- Update Risk Register
- Update monthly reporting requirements

STAGE 5. Contract Administration and Inspection

Manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works

Activities	Deliverables
i. Attend site handover	• Schedules of predicted cash flow
ii. Issue construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections	• Construction documentation
iii. Carry out contract administration procedures in terms of the contract	• Drawing register
iv. Prepare schedules of predicted cash flow	• Estimates for proposed variations
v. Prepare pro-active estimates of proposed variations for client decision making	• Variation Register
vi. Attend regular site, technical and progress meetings	• Contract instructions
vii. Inspect works for conformity to contract documentation	• Site Instruction Register
viii. Adjudicate and resolve financial claims by contractor(s)	• Financial control reports
ix. Assist in the resolution of contractual claims by the contractor	• Valuations for payment certificates
x. Establish and maintain a financial control system.	• Progressive and draft final account(s)
xi. Clarify details and descriptions during construction as required	• Practical completion and defects list
xii. Prepare valuations for payment certificates.	• Electrical Certificate of Compliance
xiii. Witness and review of all tests and mock ups carried out both on and off site	• Where a quantity surveyor is included in the project team in building works, activities (iv), (v), (viii), (x) and (xii) and related deliverables will not be required from the engineer.
xiv. Check and approve contractor drawings for design intent	• Contractors Financial Claims Register
xv. Update and issue drawings register.	• Minutes of meetings.
xvi. Produce and keep all contractual (or copies of) documents, minutes.	• EPWP Monthly Reports and Compliance Documentation.
xvii. Obtain and submit to the Employer all EPWP reports and related supporting documents on a monthly basis.	• Site Diary on information management system
xviii. Issue contract instructions as and when required	• Updating of Project Execution Plan
xix. Review and comment on operation and maintenance manuals, guarantee certificates and warranties	• Update Risk Register
xx. Inspect the works and issue practical completion and defects lists	• Update monthly reporting requirements
xxi. Assist in obtaining statutory certificates	

STAGE 6. Close-Out

Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project)

Activities	Deliverables
i. Inspect and verify the rectification of defects	• Valuations for payment certificates
ii. Receive, comment and approve relevant payment valuations and completion certificates	• Works and final completion lists
iii. Prepare and/ or procure operations and maintenance manuals, guarantees and warranties	• Operations and maintenance manuals, guarantees and warranties
iv. Prepare and/ or procure as-built drawings and documentation	• As-built drawings and documentation within 21 days of issue of Certificate of Completion.
v. Conclude the final accounts where relevant.	• Final accounts
	• Record of Risks encountered and Lessons Learnt.
	• Performance Evaluation
	• Close-out Report within 21 Days of issue of Certificate of Completion.

The Employer reserves the right to award any Works Order for the full scope of professional services or only for selected stages depending on the Employer's requirements.

C3.4 Use of Reasonable Skill and Care

The Service Provider shall exercise reasonable skill and care in respect of the services required as per the Extent of Services section.

C3.5 Co-operation with other Service Providers and Contractors

The Service Provider shall be required, for the successful execution of his service provision, to interact with other service providers and the Employer. This interaction shall include provision of:

- a) reports, payment certificates and documents, attending of meetings with the Employer.;
- b) input in the health and safety specifications for projects that form part of the Contract, in terms of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2014);
- c) monitoring health and safety plan compliance where the Service Provider provides a level 4 construction monitoring; and
- d) monitoring environmental management plan compliance where the Service Provider provides a level 4 construction monitoring.
- e) Coordination with City of Johannesburg in the implementation of EPWP projects including providing assistance with preparation of MIG funding requests (where applicable).

C3.6 Reference Data

Where data/information has been compiled by the Employer or its agents in the form of models or on past projects, such data/information shall be made available to the Service Provider. However, such specification shall not be incorporated into designs, reports or documents or issued to others by the Service Provider, without ensuring the applicability and correctness thereof to such project. To this end the Service Provider will interact with the Employer's technical staff from time to time and ensure that proposals are to their satisfaction. Sign off by the Employer, for example from preliminary design to detailed design, will be required before proceeding from any one stage of an assignment to the following stage.

The Service Providers will thus be required to take into account the available data when formulating their fee structure.

C3.7 Particular Specifications

For the purpose of this Contract: Where gender terms are used, it shall be applicable to both male and female.

C3.8 Applicable National and International Standards

All work will be specified and designed according to Johannesburg Water's guidelines and SANS 1200 and will be designed in line with the design specifications and where appropriate, the manufacturer's specifications.

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

- ISO 14001:2015;
- Construction Industry Development Board Regulation
- Occupational Health and Safety Act 85 (1993), 24th edition;
- SANS 10400-A:2022
- Construction Regulations (2014); and
- SANS 1921-5: 2004 (R2018) : 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 applicable SANS 2001 and 3001 family of standards
- SANS 10845-2 (Construction procurement – 2: Formatting and compilation of procurement document
- 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)

- 920 : Steel bars for concrete reinforcement (2005)
- 1024 : Welded steel fabric for reinforcement of concrete (2006)
- 227 : Burnt clay masonry units (2007)

The following Particular Specifications will be used for the mechanical works:

- M20 Mechanical Valves – Manufacture and Supply
- M21 Mechanical Pressure Pipework
- The following Particular Specifications will be used for automation and control:
 - Volume 3 PLC Panels
 - Volume 5 Clean Power and Surge Protection
 - Volume 6 Cabling
 - Volume 7 Networking
 - Volume 8 Flow Measurement
 - Volume 9 Level Measurement
 - Volume 19 Field Junction Boxes and Panels
 - PSX Automation and Control

The following Particular Specifications will be used for electrical works:

- E01 Electrical Motors
- E02 Electrical Cable Racks
- E04 Electrical Low Voltage Switchboards and Motor Control Centres
- E07 Electrical Industrial Plugs, couplers and socket outlets
- E08 Electrical Wiring
- E09 Building Installations
- E11 Earthing and Lightning Protection
- PSY Electrical Work

Any other standards as may be deemed necessary depending on the type of activity.

The normal Johannesburg Water procurement process will be followed in line with the company's Supply Chain Management policy and procedures with no deviations from the normal process

C3.9 Approvals and Wayleaves

The Service Provider shall obtain approval from the Employer with regard to the authorization of:

- a) stopping sections of the works or complete works, unless the reason for stopping section of the works or the complete works is required to ensure the safety of the public, employees or sub-contractors of the principle contractor; and
- b) generally, any decision resulting in a financial change to the project.

The Service Provider shall obtain all preliminary wayleaves for issue to the Contractor.

C3.10 Procurement

The Service Provider will take account of the Employer's Preferential Procurement Policy and broad-based black economic empowerment ownership participation requirements for this Contract and note that:

- a) The Employer reserves the right to conduct broad-based black economic empowerment ownership participation audits during the Contract Period of Performance to ensure that the appointed broad-based black economic empowerment ownership is either maintained or improved during such period. Thus the Employer reserves the right to verify or re-verify the Service Provider's or any sub-contractor appointed by the Service Provider's Broad-based black economic empowerment status should he deem it necessary, without having to specify any reason. Such verification may be extended to include other preferential procurement criteria, should the Employer deem it necessary.
- b) where broad-based black economic empowerment ownership participation is altered during the Contract Period of Performance, the Service Provider shall formally notify the Employer and indicate *how and when* such 'lost' broad-based black economic empowerment ownership participation shall be re-established.

C3.11 Access to land / buildings / sites

The Employer shall make all necessary provisions for the Service Provider to have access to the Land / Building / site. In the event of the construction phase of the project, the provisions of the construction phase Contract Documentation will apply.

C3.12 Planning and Programming

C3.12.1 Planning

The Service Provider shall ensure that he/she:

- a) is well informed with regard to the Employer's overall implementation programme for construction and investigative projects and make available resources as required to efficiently complete required services; and
- b) compile designs, procurement documentation, tender evaluation reports timeously as not to unnecessarily delay the implementation of the construction or investigative projects.

C3.12.2 Programming

The Service Provider shall for the Period of Performance provide and regularly (maximum monthly) update a Contract Programme per project which need to be submitted to the Employer.

The programme shall at minimum contain:

- a) Time Scale (minimum): Days, where the project period does not exceed three months. Weeks, where the project period exceeds three months.
- b) Time Scale (maximum): Months, where the project period does not exceed one year. Years, where the project period exceeds one year.
- c) Tasks: Health and Safety Specifications; Health and Safety Plans and Health and Safety Audits shall be presented per active construction and investigative projects. Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the project shall be grouped. Resources allocation and task dependency shall be indicated.
- d) Multiple Project Programming: Where multiple projects are part of the same Contract documentation, the Service Provider shall provide a programme per project. However, where interdependency exists the programmes shall be

integrated, but divided on the highest level per project followed subsequently by further divisions per phase or stage.

- e) Start and Finish Dates: All tasks shall have specific start and finish dates.
- f) Critical Path: All tasks forming the programme line that will establish any delays in the overall project period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- g) Progress Tracking: The Service Provider shall be required to periodically indicate the project progress per task graphically and on a percentage basis.
- h) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme.

C3.13 Software Application for Programming

Only Windows Microsoft Project programming software package will be accepted. Other software might be introduced during the contract period for which training will be provided and the Service Provider will be required to update.

C3.14 Format of Communications

All Contract communication shall be in English and in writing (letters, faxes and electronic mail).

C3.15 Key Personnel

The Service Provider shall be required to allocate sufficiently experienced personnel to execute the Contract successfully. The **minimum** required qualifications, Registrations and experience required to execute a Works Order(s) is as indicated in **T 2.1.6 of Returnable Documents**

C3.16 Management Meetings

The Service Provider shall be required to attend monthly:

- a) site meetings and site visits where Contract projects have a construction phase or stage;
- b) Technical coordination meetings with the Employer every second week; and
- c) Contract progress meeting with the Employer, at dates and venues to be agreed.

C3.17 Forms for Contract Administration

The Service Provider shall maintain a file (hard copy and electronically) per Contract project, which shall contain:

- a) the details of the contractor;
- b) project programme, with commencement and completion date;
- c) procurement information;
- d) progress reports, minutes, letters, faxes, emails of all project or project related correspondence;
- e) record documentation, reports, designs, and drawings;
- f) a copy of the Health and Safety Plan and the Environmental Management Plan;
- g) record of cost implications, variations, claims and disputes; and
- h) empowerment (Labour, training and subcontracting) records.

At the end of this Period of Performance the Service Provider shall hand-over such hard copy files to the Employer, including all electronic records, documentation, reports, designs, and drawings.

C3.18 Electronic Payments

The Service Provider shall provide all necessary information to facilitate effective electronic payment, as require by the Financial Department of the Employer.

C3.19 Daily Records

Where the Employer requires the Service Provider to perform work on a time-and-cost basis, such work shall be remunerated on actual time and cost incurred by the PSP, who will be required to submit proof.

C3.20 Payment Certificates

The Service Provider shall be required to complete a progress report before he will be allowed to complete the standard payment certificate required to be submitted with his tax invoice. To this end the Service Provider shall make himself available for a progress reporting training session or presentation to be facilitated by the Employer.

C3.21 Use of Documents by the Employer

All information (communications, designs, drawings, documents or reports) provided to the Employer by the Service Provider, in the course of performing the service required for this Contract, are intended to ensure that the programme are implemented successfully.

C3.22 Property provided for the Service Provider's use

The Service Provider shall provide all physical resources, including properties, for the successful execution of the project.

C3.23 Proof of Compliance with the Law

The Service Provider shall ensure that he complies to all prevailing legislation that applies to the provision of his services as part of this Contract and indemnifies the Employer where he deliberately neglects compliance with such legislation.

C3.24 EPWP / Targeted Enterprise

As part of this Contract the Service Provider shall ensure that a feasibility study is done on all projects for possible inclusion of EPWP. The consultant doing this MUST be accredited to perform these feasibility studies by an accredited learning institution.

The Service Provider shall, for monitoring purposes, keep monthly records and transmit to the Client data on the following indicators on a date set by the Employer with regard to all projects implemented:

- Project budget and planned output according to EPWP requirements
- Actual Project Expenditure and actual output according to EPWP requirements
- Planned and achieved labour intensity
- Number of work opportunities created
- Demographics of workers employed (disaggregated by women, youth and persons with disabilities)
- Wage rate earned on project
- Number of person-days of employment created
- Copies of **Certified** Identity documents of workers
- Attendance Register in the format provided for by the Employer,
- Proof of Payment for all qualifying EPWP Labour.
- Signed contracts between contractors and Labourers.
- Proof of (Unemployment Insurance Fund) UIF deductions.
- Proof of good standing with the Compensation for Occupational Injuries and Diseases ACT (COIDA)
- Number of persons who have attended training including the nature and duration of training provided
- Assets created, rehabilitated or maintained in accordance with indicators in the EPWP M & E Framework
- Services provided or delivered in accordance with indicators in the EPWP M & E Framework

In addition to reporting requirements for the purpose of Work Opportunities created. The service provider shall structure all construction contracts to allow for the development of EME designated Contractors (which will be procured inline with the Employer's Supply Chain Management Policies) and keep monthly records and transmit to the Client data on the following indicators on a date set by the Employer with regard to all projects implemented:

- Project budget and planned output in terms of work packages set aside for subcontracting.

- Actual Project Expenditure and actual output according as pare templates issued by the Employer.
- Keep Record of EPWP job opportunities created through Targeted Enterprise engagement.
- BEE certification of EMEs
- CIDB Registration of EME's
- Letter of Good Standing with Department of Labour,
- Company Registration of EME.s
- Appointment Letter and Contract with Lead Contractor.

C3.25 Transfer of Knowledge & Skills

C3.25.2 Exempted Micro - Enterprises (EME's)

The commitment of the Employer to Government Policy concerning the empowerment of the EMEs shall be noted and adhered to by service provider. The Employer will use these term contracts to pave entry for emerging service providers and entities owned and managed by historically disadvantage individuals (HDI's).

The Employer reserves the right to appoint more than one Service Provider wherein an attempt will be made to transfer skills from established Service Providers to Service Providers owned by Historically Disadvantaged Individuals (HDIs). In cases where such an appointment is done, performance management will be monitored on the basis of skills transfer plan that will be entered into at the beginning of the project.

The Service Provider needs to discuss their approach to transfer of knowledge as well as their cooperation and willingness to participate in this objective of the Employer in their proposal submission. The Service Providers will have to provide reference(s) to previous occasions where the Service Providers were involved in the transfer of skills both the organization as well as the receiving parties detail will be required.

C3.25.2 Engineering Capacitation Programme

The commitment of the Employer to its Engineering Capacitation Programme should be noted. The objective is to ensure some of Johannesburg Water's selected engineering staff are empowered and developed professionally to ensure that they are able to register with a recognised professional body. The Employer will use these term contracts to develop selected employees with respect to Employees' personal development plan ideally for the registration with Engineering Council of South Africa (ECSA) as professional members and South African Council for the Project and Construction Management Professions (SACPCMP).

The Employer shall set out these skills transfer objectives in the scope of works on selected Work Packages. The skills transfer and transfer of Knowledge objective will not be priced separately.

C3.26 Pairing

The Employer reserves the right to appoint a Service Provider in a JV with another Service Provider when the Employer is of the opinion that the appointed Service Provider requires assistance. The Employer also reserves the right to combined Service Providers (Electrical, Mechanical, Structural and Civil) from the Resource Database in order to make up the best possible team for any given projects.

C3.27 Quality Assurance

The Service Provider needs to discuss their quality assurance system that will be employed during contract period in their proposal submission. The Service Provider needs to highlight the quality assurance system that will be used, how it will ensure quality and what value added engineering it might generate.

C3.28 Performance Monitoring

A performance monitoring system will be agreed with the appointed Service Provider and audits will be conducted throughout the project lifecycle. The performance of the appointed Service Provider will determine future work from the Resource Database as well as the release of the performance fees.

-END OF SECTION-