



Contract: JW RFP/06/12/2024

CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI INFORMAL SETTLEMENT



Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

Johannesburg Water (SOC) Ltd



CONTRACT JW RFP/06/12/2024.

**CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI
INFORMAL SETTLEMENT**

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	



CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI INFORMAL
SETTLEMENT



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Employer:		Contractor:	
Witness:		Witness:	

**CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI INFORMAL SETTLEMENT****Volume 1 Tender and Contract
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The Contractor is to complete and sign the Form of Offer.

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

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

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

THE OFFERED RATES TO PROVIDE THE WORKS TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

_____ Rand (in words); R _____ (in figures),

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

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	

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

The terms of the contract are contained in Volume 1:

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

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

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

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

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

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

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	

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

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

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

Employer:		Contractor:	
Witness:		Witness:	

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

For the Contractor:**Signature(s)**

Name(s)

Capacity

For the Contractor

(Name and address of organisation)**Name and signature
of witness**

(Name)

(Signature)**Date**

For the Employer:**Name(s)**

Capacity

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

(Name and address of organisation)**Name and signature
of witness**

(Name)

(Signature)**Date**

Employer:		Contractor:	
Witness:		Witness:	

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

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

C1.2.1.1 Contract Specific Data

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion for the works.
1.1.1.14	The time for achieving Practical Completion is 10 months
1.1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited Contact person is Mr William Chitsa of Johannesburg Water (SOC) Limited.
1.1.1.16	The name of the Employer's Agent is Mr Nhlanhla Nkosi.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: Physical Postal Tel: 011 688 1603 Turbine Hall P.O. Box Fax: 011 688 6545 61542 65 Ntemi Piliso Street Marshalltown Email: victor.tsotetsi@jwater.co.za Newtown 2107
1.2.1.2	The address of the Employer's Agent is: Physical Postal Tel: 011 688 1603 Turbine Hall P.O. Box Fax: 011 688 6545 61542 65 Ntemi Piliso Street Marshalltown Newtown 2107
3.2.3	Specific Approval – The Employer's Agent is required to obtain the Employer's approval for the following: <ul style="list-style-type: none"> • Approval of Variation Orders • Approval to exceed the Contract Sum • Approval of Subcontracting Plan • Stoppage of works
4.4.2	Add the following after this clause: Apart from subcontractors identified by the Contractor for the execution of certain sections of the Works, subcontractors shall also include SMME's (Small Medium and

Employer:		Contractor:	
Witness:		Witness:	



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GCC Clause	Information
	<p>Micro Enterprises), who are identified from the Local Community for the execution of certain sections of the Works identified by the Contractor.</p> <p>The appointment of subcontractors and the allocation of work to subcontractors shall, in addition to the provisions of the General Conditions of Contract, comply with, but not be limited to, the provisions of 11.13 (see below).</p>
4.11.1	<p>Add the following to this clause:</p> <p>Competent Employees shall include, amongst others, the following Key Personnel:</p> <ul style="list-style-type: none"> • Contracts Manager • Construction Manager (Site Agent according to GCC 2015) • Safety Officer <p>The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in 11.14 (see below).</p>
5.3.1	<p>The documentation required before commencement with Works are:</p> <ul style="list-style-type: none"> • Approved Health and Safety File • Approval of the Environmental File • Initial programme & cashflow projections • Construction Method Statement • Performance Guarantee from Bank or Insurance Company • Insurance of the Works, Plant, etc., including but not limited to: <ul style="list-style-type: none"> ○ SASRIA Policy ○ Liability Insurance ○ Insurance of Construction Machinery and Plant ○ Insurance of Motor Vehicle Liability, etc. • Compliance Certificate in respect of COID • Signed Notification to the Department of Labour • Construction Permit (where applicable) • Organogram of resources
5.3.2	The time to submit the documentation required before Commencement of the Works is 28 days.
5.3.3	<p>Time to instruct commencement of the Works.</p> <p>Delete Clause 5.3.3 and replace with the following:</p> <p>The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.</p>
5.8.1	Working days shall be Monday to Friday, between 07h00 and 17h00.
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual "Builder's Break" as defined by SAFCEC on an annual basis.</p>
5.13.1	The penalty for failing to complete the Works is the greater of:

Employer:		Contractor:	
Witness:		Witness:	



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	An amount equal to the daily Time Related P&G rate (as calculated from the Time Related P&G section in the Bill of Quantities) or R20,000.00 per day, whichever is greater.
5.14.1	The requirements for achieving Practical Completion are: <ul style="list-style-type: none"> Construction, testing & commissioning of all pipework and fittings.
5.16.3	The latent defects period is 10 years.
6.2.1	The time to deliver the Form of Guarantee is within 28 days from the Commencement Date. The security to be provided by the Contractor shall be in the form of a Performance Guarantee and will comply with the requirements of Clause 6.2.3. The value of the Performance Guarantee shall be ten (10) % of the Contract Sum, which sum excludes VAT.
6.8.2	The effect of changes in prices or law on the amounts due shall be adjusted on the following basis: <ol style="list-style-type: none"> No price adjustment over the first 12-month period of the appointment works. On the 12-month anniversary date of the appointment of works the rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of Statistics South Africa) ruling on the 12-month anniversary date of the appointment of works and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due is 10%.
6.10.3	The limit of retention money is 10% of the contract price.
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificates</p> <p>Delete Clause 6.10.4 and replace with the following:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month No payment certificate will be processed if correct labour returns are not submitted Any failure to submit the required, Employer's Agent-approved payment certificate by the agreed date will result in the assessment by the Employer's Agent being held over until the assessment interval following the correct submission of the required information. These

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Witness:		Witness:	

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GCC Clause	Information
	<p>assessments and certificates shall not be regarded as late and interest shall not be applicable</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due.</p> <p>Payment will be made on or before the last day of the month following the assessment date.</p> <p>Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.5	<p>Payment of Retention Money</p> <p>Delete Clause 6.10.5 and replace with the following:</p> <p>When defects liability is specified, one half of the retention money shall be paid after the Employer's Agent has issued a Certificate of Completion in terms of Clause 5.14.4 as follows:</p> <ul style="list-style-type: none">• The Contractor will provide a statement for release of 5% retention to the Employer's Agent before or on the 20th of every month.• After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month.• Payment will be on or before the last day of the month following the approval of the payment certificate by the Employer's Agent. <p>The other half of the retention money shall be paid after the Employer's Agent has issued Final Approval Certificate at the end of the Defects Liability Period, which may be extended in term of Clauses 5.14.4 or 7.8.1, if necessary, as follows:</p> <ul style="list-style-type: none">• The Contractor will provide a statement for release of 5% retention to the Employer's Agent before or on the 20th of every month.• After the payment certificate has been approved by Employer's Agent, the Contractor must issue an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice. The date of the Original Tax Invoice must be the date the Employer's Agent approved the Payment Certificate. The certificate will then be ready for handing in to the Employer latest by the 25th of every month.• Payment will be on or before the last day of the month following the approval of the payment certificate by the Employer's Agent.

Employer:		Contractor:	
Witness:		Witness:	



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GCC Clause	Information		
	Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due		
6.10.6.2	Delete Clause 6.10.6.2		
6.11	Delete Clause 6.11		
7.8.2	Cost of making good of defects Amend Clause 7.8.2.1 as follows: In the first line, correct the spelling of ‘therefore’.		
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text: “hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).		
8.6.1.1.2	The value of plant and materials supplied by the Employer for the Works to be included in the insurance sum is R0.		
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is 15 % (fifteen percent) of the value of the damage and/or loss.		
8.6.1.3	The limit of indemnity for liability insurance is R15 000 000 (Fifteen million Rand) for any single claim – the number of claims to be unlimited during the construction and Defects Liability Periods.		
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <p>a. The Contractor shall insure all Constructional Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be on the Site to the full value thereof. In respect of a Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause if it has ensured that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be effected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer’s Insurance Brokers, via the Employer’s Agent, the policy or policies of insurance and receipts for payment of the current premiums.</p> <p>b. The Contractor and the Sub-contractors shall effect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 (Act No. 130 of 1993)</p> <p>c. The Contractor and the Sub-Contractors shall effect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for “balance of third party” risks, including passenger liability with a limit of</p>		
Employer:		Contractor:	
Witness:		Witness:	

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GCC Clause	Information
	indemnity of not less than R2,5 million. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
9.1.5.6	Add the following clause within 9.1.5 clause: No loss of profit shall be paid by the Employer as a result of Contract Termination due to any circumstances.
10.4.2	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of ad-hoc Adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is two (2).
10.7.1	The determination of disputes shall be by arbitration.

Employer:		Contractor:	
Witness:		Witness:	

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Add the following Table:

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

Employer:		Contractor:	
Witness:		Witness:	

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

C1.2.1.3 Additions

Add the following Table:

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

Employer:		Contractor:	
Witness:		Witness:	

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fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notify the Employer in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.

2. Failure to pay any labourer or SMME

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

The employer reserves the right to directly pay all outstanding payments to labourers or SMME's and deduct from any amount due to the contractor including retention.

3. Failure to meet target participation by local SMME

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

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

4. Failure to meet the occupational health, safety and environment compliance target

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

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

The Employer will impose a penalty value of R20,000.00 per audit report if the contractor does not achieve required compliance target for two consecutive months.

Employer:		Contractor:	
Witness:		Witness:	

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	<p>5. Penalties payable If penalties are payable, they will be deducted prior to the addition of (VAT) but after the calculation of retention.</p> <p>6. Penalties irreversible The Contractor shall note that all penalties once imposed shall be non-recoverable or reversible, even if the default is remedied.</p>		
3.4	<p>Source of instructions The Contractor shall neither seek nor accept instructions from any authority external to the Employer's Agent or their authorized representatives in connection with the performance of his services under this Contract.</p> <p>The Contractor shall refrain from any action which may adversely affect the Employer and shall fulfil his commitments with fullest regard for the interest of the Employer. The Contractor may only take and comply with Employer's Health and Safety representative or Environmental representative on matters regarding Health & Safety as well as Environmental, respectively.</p>		
11.1	<p>Officials not to benefit The Contractor warrants that no official of the Employer has been or shall be admitted by the Contractor to any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of the Contract.</p>		
11.2	<p>Prevention of corruption The Employer shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor has offered or given any person any gift or consideration of any kind as an inducement or reward for doing or intending to do any action in relation to the obtaining or the execution of the Contract or any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer, if the like acts shall have been done by any persons employed by him or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer.</p>		
11.3	<p>Confidential nature of documents All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.</p>		
11.4	<p>Materials and workmanship All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's Agent's instructions and shall be subjected from time to time to such tests as the Employer's Agent may direct at the place of manufacture or fabrication, or on the Site or at all or any of such places. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any materials used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Employer's Agent. All testing</p>		
Employer:		Contractor:	
Witness:		Witness:	

**CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI INFORMAL SETTLEMENT****Volume 1 Tender and Contract
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	<p>equipment and instruments provided by the Contractor shall be used only by the Employer's Agent or by the Contractor in accordance with the instructions of the Employer's Agent.</p> <p>a) No material not conforming with the Specifications in the Contract shall be used for the Works without prior written approval of the Employer and instruction of the Employer's Agent, provided always that if the use of such material results or may result in increasing the Contract Price, the procedure in GCC clause 6.3 (Variations) shall apply.</p>								
11.5	<p>Date falling on public holiday or weekend</p> <p>Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.</p>								
11.6	<p>Ambiguities and inconsistencies</p> <p>The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer's Agent shall give a binding instruction resolving the ambiguity or inconsistency.</p>								
11.7	<p>False claims by the Contractor</p> <p>a) Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated.</p> <p>b) Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database.</p> <p>The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor, further resulting in him forfeiting his full Contract Guarantee.</p>								
11.8	<p>Returns of labour, SMME, plant, equipment, and material</p> <p>The Contractor shall provide a return in detail in the form and monthly showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such information respecting construction plant, equipment and material as the Employer's Agent or his duly authorized representative may require. The supporting documents required for SMMEs include but are not limited to the following:</p> <ul style="list-style-type: none">• Valid CIPC registration (i.e. CK, COR)• SA ID copies of owners• Active CIDB membership: minimum grading 1CE• Valid CSD compliance status• Valid EME affidavit• COIDA certificate• Company Profile including similar experience and skilled personnel CVs• Health and Safety Plan• Proof of Payments								
<table><tr><td>Employer:</td><td></td><td>Contractor:</td><td></td></tr><tr><td>Witness:</td><td></td><td>Witness:</td><td></td></tr></table>		Employer:		Contractor:		Witness:		Witness:	
Employer:		Contractor:							
Witness:		Witness:							

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	<p>The supporting documents required for local labourers include but are not limited to the following</p> <ul style="list-style-type: none"> • Certified Copies of IDs • Individual contracts • Monthly Individual proof of payment • Monthly Individual timesheets • Training returns • UIF forms (proof of registration from Labour)
11.9	<p>Examination of the work before covering up</p> <p>No work shall be covered up or put out of view without the approval of the Employer's Agent or his duly authorized representative and the Contractor shall afford full opportunity for the Employer's Agent or his duly authorized representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer's Agent whenever any such work or foundations is or are ready or about to be ready for examination. The Employer's Agent or his duly authorized representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.</p>
11.10	<p>Employer's Agent's power to order removal of improper work and materials</p> <p>The Employer's Agent or his duly authorized representative shall during the progress of the Works have power to order in writing from time to time, and the Contractor shall execute at his cost and expense, the following operations:</p> <ol style="list-style-type: none"> removal from the Site within such time or times as may be specified in the order of any materials which in the opinion of the Employer's Agent are not in accordance with the Contract. substitution of proper and suitable materials; and removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Employer's Agent or his duly authorized representative in accordance with the Contract.
11.12	<p>Default of Contractor in carrying out Employer's Agent's or his duly authorized representative's Instructions</p> <p>In case of default on the part of the Contractor in carrying out an instruction of the Employer's Agent or his duly authorized representative, the Employer shall be entitled to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.</p>
11.13	<p>Subcontracting Conditions</p> <p>Subcontracting Conditions</p> <p>The successful tenderer must subcontract 30% of value of executed works excluding Provisional Sums & VAT.</p>

Employer:		Contractor:	
Witness:		Witness:	

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	<p>The subcontractor/s chosen for this purpose must be registered on National Treasury's Central Supplier Database (CSD) and must be from one of the following designated groups:</p> <ul style="list-style-type: none"> • An EME or QSE which is at least 51% owned by black people • An EME or QSE which is at least 51% owned by black people who are youth • An EME or QSE which is at least 51% owned by black women • An EME or QSE which is at least 51% owned by black people with disabilities • An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships • A cooperative which is at least 51% owned by black people • An EME or QSE which is at least 51% owned by black people who are military veterans • an EME or QSE. <p>1. Subcontractors must be chosen from National Treasury's Central Supplier Database which can be accessed on National Treasury's website.</p> <p>2. The Contractor shall identify work packages that will be allocated to Subcontractors, so that the minimum requirement as per the above table can be met during the implementation of the project, as follows:</p> <ul style="list-style-type: none"> • The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc. • The Subcontracting Plan shall be developed in consultation with the Ward Councillor and / or Community Liaison Officer, who shall assist the Contractor in identifying SMME's and other skills that may be available in local and surrounding communities. • The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the approval of the Employer's Agent. A period of four weeks will be required for the Employer's Agent to consult with the Employer, prior to approval of the Subcontracting Plan. • The Contractor shall ensure that rates that are tendered (during Tender Stage) for work items that are likely to be Subcontracted, are market related rates. Provision is made in the Bill of Quantities (BoQ) for the Contractor to add a mark-up for the sourcing, handling, and management of Subcontractors, SMME's, and the like, for the duration of the Contract. • On or during appointment of Subcontractors, should Subcontractors prove that rates, that have been tendered by the Contractor for BoQ work items 		
Employer:		Contractor:	
Witness:		Witness:	

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	<p>that are being subcontracted, are not market related, the Contractor will be liable to cover the cost of the difference, i.e. the difference in rate tendered by the Contractor versus the rate that is being requested by the Subcontractor. This difference in cost will be for the Contractor's account, and no Variation Orders for additional costs will be entertained by the Employer. The Contractor bears the full and complete risk for the rates that have been tendered by the Contractor during Tender Stage.</p> <ul style="list-style-type: none"> • In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors. • Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer. • The Contractor will be liable to pay a penalty if the Subcontracting target as per the above table has not been met by the end of the Contract. The Employer will deduct this penalty amount through the Payment Certificate process. The Employer will have full discretion as to when the penalty will be applied (i.e. the month in which the penalty amount will be deducted). In calculating the total amount that has been (will be) paid to SMME's, all amounts that have actually been reimbursed to SMME's will be taken into account including P&G's, amounts for actual work done, etc. • The penalty amount described above shall be equal to 50% (fifty percent) of the difference between the target Subcontract amount (i.e. 15% of the Contract Price) and the actual amount that has been spent on Subcontractors/SMME's by the end of the Contract. <p>3. A Subcontracting agreement between the Main Contractor and the Subcontractor shall be submitted to JW upon appointment and must include the following minimum information:</p> <ul style="list-style-type: none"> • Name of Subcontractor and BBBEE status • Subcontractor domicilium and registered address of business, as well as status of compliance with all applicable legal requirements. • Area and location of project • Scope of Work issued to the Subcontractor
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Employer:		Contractor:	
Witness:		Witness:	

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	<ul style="list-style-type: none"> Value of the Work issued including P&G's (this information must be submitted in a format that is readily auditable). Assistance provided/to be provided to the Subcontractor by the Contractor, e.g. acquisition of materials, machinery, tools, etc. A Skills Transfer Plan which will indicate, amongst others, the proposed skills that will be transferred to the Subcontractor, individuals that will be identified for skills transfer, the amount that will be spent by the Contractor on skills transfer, evidence that will be produced by the Contractor (such as training certificates, training registers, etc.), etc. A specific provision that enables the Contractor to pay the Subcontractor's suppliers, labour (skilled, local, etc.) or any other service provider of the Subcontractor, should the Subcontractor fail to do so. This provision shall include (but not be limited to) the following conditions/provisos: <ul style="list-style-type: none"> Invoices that are due for payment from suppliers and the like must be invoices that have been approved for payment and be based on work or services that have actually been completed or delivered. Payments that are due to labour will be based on approved timesheets. The Contractor is to ensure that any invoice presented for payment is indeed an approved invoice, and that the necessary work or services have been delivered or completed. The approved invoice shall be settled (paid) by the Contractor (on behalf of the Subcontractor) by the due date for payment. The Contractor will be entitled to deduct payments made to any third party, on behalf of the Subcontractor, from subsequent payments that may become due to the Subcontractor. The Contractor will be entitled to bill the Subcontractor a mark-up on the payments made on behalf of the sub-contractor. The mark-up shall not be more than 10% (ten percent) of the amount actually paid (i.e. the amount (excluding VAT) reflected on the invoice that has been settled). The mark-up amount shall be deducted from subsequent payments that may become due to the Subcontractor. Proof of any such payments made on behalf of the Subcontractor shall be issued to the Employer's Agent, on request, with all necessary supporting information that the Employer's Agent may request Payments made on behalf of the Subcontractor are not subject to the Contractor first being paid by the Employer. Therefore, the Contractor shall pay approved invoices, on behalf of the Subcontractor, irrespective of whether the Contractor has first been paid by the Employer. The Contractor will be entitled to levy interest on all payments that have been made in this regard, in accordance with the necessary interest payment provisions contained in the General and Special Conditions of Contract.
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Employer:		Contractor:	
Witness:		Witness:	

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	<p>4. The successful Contractor shall submit periodic SMME/Subcontractor reports to the Employer's Agent as follows:</p> <ul style="list-style-type: none">• Status of progress against the Subcontracting Plan (described above), to the approval of the Employer's Agent• Subcontractor domicilium and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.• Name of Subcontractor and BBBEE status• Area and location of project• Scope of work issued to the Subcontractor• Value of the work issued (this information must be submitted in a format that is readily auditable)• Monthly payments made to the subcontractor (this information must be submitted in a format that is readily auditable)• Assistance provided to the Subcontractor e.g. advance payments, acquisition of materials, machinery, tools, etc.• Performance of the Subcontractor, with evidence to support this performance assessment. <p>5. Upon completion of the project, the Contractor is required to provide a final report to JW on skills transferred to / acquired by the Subcontractor(s) engaged on the Project, description and value of work performed, as well as their overall performance.</p> <p>6. The Contractor shall also indicate whether the experience gained by the Subcontractor is sufficient to assist the Subcontractor to improve their CIDB grading, with full details of supporting information.</p>									
11.14	<p>Competent Employees</p> <p>The minimum requirements for the following key personnel for this contract shall be as follows:</p> <table><tr><th>Key Personnel</th><th>Minimum Qualifications</th><th>Minimum Experience</th></tr><tr><td>Contract Manager</td><td>Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)</td><td>3 X number of completed sewer or water pipe laying projects with a minimum diameter 250mm or more of UPVC material as a Contract Manager</td></tr><tr><td>Construction Manager</td><td>National Diploma in Civil Engineering or higher</td><td>3 X number of completed sewer or water pipe laying projects with a minimum diameter 250mm or more of UPVC material as a Construction Manager</td></tr></table>	Key Personnel	Minimum Qualifications	Minimum Experience	Contract Manager	Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)	3 X number of completed sewer or water pipe laying projects with a minimum diameter 250mm or more of UPVC material as a Contract Manager	Construction Manager	National Diploma in Civil Engineering or higher	3 X number of completed sewer or water pipe laying projects with a minimum diameter 250mm or more of UPVC material as a Construction Manager
Key Personnel	Minimum Qualifications	Minimum Experience								
Contract Manager	Bachelors' Degree or Bachelor of Technology (Civil Engineering) or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)	3 X number of completed sewer or water pipe laying projects with a minimum diameter 250mm or more of UPVC material as a Contract Manager								
Construction Manager	National Diploma in Civil Engineering or higher	3 X number of completed sewer or water pipe laying projects with a minimum diameter 250mm or more of UPVC material as a Construction Manager								

Employer:		Contractor:	
Witness:		Witness:	

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	Safety Officer	National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more AND Registered with SACPCMP in the "Construction Health and Safety" Sector OR Submitted the proof to register with SACPCMP in the "Construction Health and Safety" Sector	4 civil engineering projects completed as a Safety Officer

Employer:		Contractor:	
Witness:		Witness:	



CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI INFORMAL SETTLEMENT

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C1.2.2 Part 2: Data Provided by the Contractor

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW RFP/06/12/2024

CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI INFORMAL SETTLEMENT



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~~Section C1 Forms and Securities~~

Johannesburg Water (SOC) Ltd



CONTRACT NO. JW RFP/06/12/2024

**CONSTRUCTION OF DEDICATED PIPELINE IN PHUMLAMQASHI
INFORMAL SETTLEMENT**

PART 1.3: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	



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Witness:		Witness:	



C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

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

- a) Form of Guarantee
- b) Blasting Indemnity

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

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

Employer:		Contractor:	
Witness:		Witness:	

**C1.3.1 Form of Guarantee*****TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.*****PERFORMANCE GUARANTEE****Guarantor Details and Definitions**

"Guarantor" means

.....

Physical address

.....

"Employer" means

Johannesburg Water (SOC) LTD

"Contractor" means

.....

"Works" means

.....

"Employer's Agent" means

.....

"Contract" means

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

"Contract Sum" means

The accepted amount inclusive of tax of R.....

Amount in words

.....
.....

"Guaranteed Sum" means

The maximum aggregate amount of
R.....

Amount in words

.....

Type of performance
Guarantee

FIXED

(insert variable or Fixed)

"Expiry date" means

UPON ISSUING OF COMPLETION CERTIFICATE

Contract Details

Employer's Agent Issues

Interim Payment Certificates, Final Payment Certificate, and the Completion of Works as defined in the Contract

Employer:		Contractor:	
Witness:		Witness:	



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Section C1 Forms and Securities

C1.3.2 Blasting Indemnity

Given by _____

*Company Registration No. _____

Address _____

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

_____ duly authorised hereto by a resolution of the Contractor dated

_____ a certified copy of which resolution is attached to this Indemnity.

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

_____ and the Company requires this Indemnity from the Contractor

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

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

_____ day of _____ 20____ in the presence of the subscribing

witnesses.

As witnesses

1. _____

2. _____

SignatureDuly authorised to
sign on behalf of

Address

Employer:		Contractor:	
Witness:		Witness:	