



TENDER COVER PAGE



MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 066/24

CLOSING DATE 11 SEPTEMBER 2025

CLOSING TIME: 10:30 AM

DESCRIPTION: REPAIRS AND MAINTENANCE OF BULK WASTEWATER PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

CIDB REQUIREMENTS: TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 7EP/ME OR HIGHER

BRIEFING SESSION	COMPLUSORY YES
BRIEFING DETAILS	<p>DATE AND TIME : 13 AUGUST 2025 AT 13:00</p> <p>ADDRESS : Cavendish Street Ext, Olifantsvlei 316-IQ, Portion RE/2/316, (Adjacent to Nancefield Industrial Sites)</p> <p>TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED</p> <p><i>Notes:</i> <i>For offsite briefings attendees are to ensure that transportation used is capable to access the gravel road for site viewing.</i></p>
TENDER SUBMISSION DETAILS	<p>BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER</p> <p>ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</p> <p>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.</p> <p>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00 UNTIL 18:00</p>

BIDDER INFORMATION				
NAME OF BIDDER				
NO. OF DOCUMENTS SUBMITTED				
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 (CRS) No	

EMPLOYER INFORMATION			
DEPARTMENT	OPERATIONS	DEPARTMENT	SCM
CONTACT PERSON	KEORAPETSE NYOKONG	CONTACT PERSON	GCINA NDELA
TELEPHONE NUMBER	011 959 3964	TELEPHONE NUMBER	011 688 1796
E-MAIL ADDRESS	Keorapetse.nyokong@jwater.co.za	E-MAIL ADDRESS	gcina.ndela@jwater.co.za



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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 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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.



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NOTE:.. DOCUMENTS DOWNLOADED FROM THE ETENDER 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 DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN BY JOHANNESBURG WATER AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE BOX BEFORE TENDER CLOSURE.

The Johannesburg Water Supply Chain Management policy at time of tender advert is applicable to this tender and 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
(ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB).**

Any documents required that are not submitted in the tender box at the deadline will be considered late.

The tenderer accepts that Johannesburg Water will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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 OPS 066/24 REPAIRS AND MAINTENANCE OF BULK WASTEWATER PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD OF 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 **04 August 2025**.

The Employer is Johannesburg Water

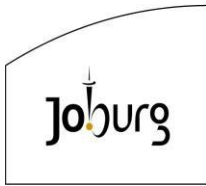
All tenders and supporting documents must be submitted in a sealed envelope and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on **11 September 2025**. Address is as follows:

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

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

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

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



Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



Volume 1 Tender and Contract
Section T1 Tender and Contract

Johannesburg Water SOC Ltd



CONTRACT NO: JW OPS 066/24

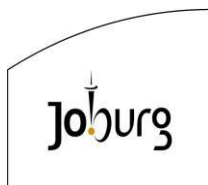
**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**

VOLUME 1

TENDER AND CONTRACT



Employer:		Contractor:	
Witness:		Witness:	



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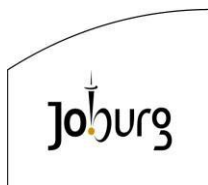
The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. 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 T2.2.2. 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	•	•		
	CIDB Registration Number, minimum required CIDB grading for the tender and Active Status – if applicable	•			
	COIDA Registration Number			•	
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
	Mandatory Documents at Particular Stage:				
	Compulsory briefing session to be attended by all potential tenderers.	•			
	The tenderer must have active CIDB Grading of 7EP/ME or higher at Evaluation.	•			
	Fully completed BoQ.	•			
T2.1	Signed Certificate of Authority to Sign	•			
	Administrative Documentation:				
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
T2.2.4	MBD 4 - Declaration of interest - Completed and signed	•	•		

Employer:		Contractor:	
Witness:		Witness:	



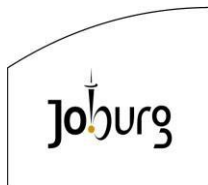
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	MBD 5 - Declaration for procurement above R10 Million (all applicable taxes included) Completed and signed.	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
T2.2.4	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
T2.2.4	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the company not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to municipal accounts documents.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the <u>directors</u> 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 documents.	•	•		
	3-year financial statements (audited where applicable)	•	•		
	Any qualifications. If “Yes”, reference to such qualification/s must be indicated on a cover letter. Please be aware that qualification on the tender document may	•			

Employer:		Contractor:	
Witness:		Witness:	



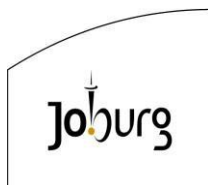
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	result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.				
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 The tenderer is required to submit relevant reference letter(s) to demonstrate experience in installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants.	•			
	Documentary Evidence Required for Criteria 2 The Tenderer (Company) to demonstrate Financial Capacity	•			
	Documentary Evidence Required for Criteria 3 The Tenderer (Company) to Provide Qualifications of Artisan.	•			
	Documentary Evidence Required for Criteria 4 The tenderer must submit CVs of their key personnel (Artisan)	•			
	Documentary Evidence Required for Criteria 4 The tenderer must submit CVs of their key personnel (Artisan)				
	Site Inspection, Samples or Demonstration Shortlisted tenders that meet the minimum qualifying score will be evaluated onsite inspection.	•			
5.	Specific Goals:				
	Business owned by 51% or more – Black Youth Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.	•			
	Businesses located within the boundaries of Gauteng Province • Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn	•			

Employer:		Contractor:	
Witness:		Witness:	



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	under oath, and Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.				
6.	Scope of Work				
	Scope of Work and or Specifications	•			
7.	Pricing Schedule:				
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
	Bill of Quantities	•			
8.	Terms and Conditions:				
	CIDB related document	•			
	Special Conditions of Contract	•			
9.	Other Documents				
	Form of Acceptance .. do not complete Form of Acceptance it will be completed by JW official.			•	
	Public Liability Insurance			•	
	Professional Indemnity			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Performance Security – where applicable for industrial related services			•	
	Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – if applicable		•		
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable			•	

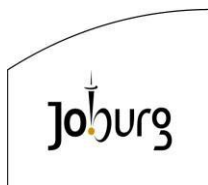
Tenderers will be notified of such missing and incomplete documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other documents that require completion and signatures that do not have a bearing on functionality, price and preference points for specific goals.

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.

Signature: _____ Date: _____

Employer:		Contractor:	
Witness:		Witness:	



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REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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Volume 1 Tender and Contract
Section T1 Tender and Contract

Volumes	Contents	
Number	Number	Heading
Volume 1	Part 1: Tender Procedures	
	T1.1	Tender Data
	Part 2: Returnable Documents	
	T2.1	List of Returnable Documents
	T2.2	Returnable Schedules
	Part 1: Agreement and Contract Data	
	C1.1	Form of Offer and Acceptance
	C1.2	Contract Data
	C1.3	Forms of Securities
	Part 2: Pricing Data	
	C2.1	Pricing Instructions
	C2.2	Bill of Quantities
Volume 2A	Part 3: Scope of Work	
	C3	Scope of Work
Volume 2B		Particular Specifications
Volume 2A	Part 4: Site Information	
	C4	Site Information
Volume 3		Occupational Health and Safety Specification and Environmental Management Plan

Only Volume 1 and Volume 2A must be returned.

Employer:		Contractor:	
Witness:		Witness:	



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**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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Johannesburg Water (SOC) Ltd



CONTRACT NO: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK
WASTEWATER PUMPSTATIONS AS AND WHEN
REQUIRED FOR A PERIOD OF 36 MONTHS**

VOLUME 1

PART 1: TENDERING PROCEDURES



Contract JW OPS 066/24
**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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Witness:		Witness:	



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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 document 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, including the Enterprise Declaration Affidavit which may be bound in a separate volume.</p> <p>T2.2: List of Other Returnable Documents</p> <p>T2.3: List of Other Returnable Schedules</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>

Employer:		Contractor:	
Witness:		Witness:	



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Clause Number	Tender Data
	<p>Contract Part 2: Pricing Data</p> <p>C2.1: Pricing Instructions</p> <p>C2.2: Bill of Quantities</p> <p>Volume 2A</p> <p>Contract Part 3: Scope of Work</p> <p>C3.1: Scope of Work</p> <p>C3.2: Particular Specifications</p> <p>Contract Part 4: Site Information</p> <p>C4: Site Information</p> <p>Volume 2B</p> <p>Generic Specifications</p> <p>Volume 3</p> <p>Occupational Health, Safety and Environmental Specification</p> <p>Environmental Management Plan</p>
C.1.4	<p>The Employer's representative is:</p> <p>Contact person: keorapetse nyokong</p> <p>Telephone number: 011 959 3964</p> <p>E-mail address: Keorapetse.nyokong@jwater.co.za</p> <p>The SCM representative is</p> <p>Contact person: gcina ndela</p> <p>Telephone number: 011 688 1796</p> <p>E-mail address: gcina.ndela@jwater.co.za</p>

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
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Clause Number	Tender Data
C.2.1	<p>Eligibility criteria and requirements</p> <p>CIDB registration and grading:</p> <p>1) Only tenderers who are registered with the CIDB and were capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than the contractor grading designation determined in accordance with the sum tendered for an 7ME/EP class of construction work, are eligible to submit tenders. Tenders must have an Active status at the required CIDB gradings at time of tender evaluation for the bidder to meet the eligibility criteria and requirement.</p> <p>2) Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none">i) every member of the joint venture is registered with the CIDB; andii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7ME/EP class of construction work. <p>Failure to meet to Eligibility criteria and requirements will result in disqualification.</p>
C.2.8	<p>Replace the contents of the clause with the following:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Officials indicated on the Tender Notice and Invitation to Tender in writing at least seven (7) working days before the closing time stated in the foregoing notice and clause C.2.15.1”</p>
C.2.10.5	<p>Add the following to the clause:</p> <p>“A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices in the Schedule.”</p>

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 066/24
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PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS



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Clause Number	Tender Data
C.2.11	<p>The evaluation on price alteration will be conducted as follows:</p> <p>Where the tender award strategy is to evaluate and award per item or category, the following must apply:</p> <ul style="list-style-type: none">a) 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.b) 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">a) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.b) If there is an alteration on the total bid offer on form of offer, then the amount in words must be considered or vice-versa.c) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender. <p>Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:</p> <ul style="list-style-type: none">a) (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified. <p>Corrections may not be made using correction fluid, correction tape or the like, bid received contrary to this will be disqualified.</p>
C.2.12.1	<p>Replace Contents</p> <p>Alternative offers will not be permitted.</p>
C.2.13.3	<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>

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 066/24
**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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Clause Number	Tender Data
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Ground Floor Entrance</p> <p>Physical address: Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender, as well as the Tenderer's name, their Authorised Representative's name, postal address and telephonic contact numbers.</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 90 days.
C.2.16.1	<p>Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
C.2.19	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 number 3) A Certificate of Contractor Registration issued by the CIDB. 4) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> i. audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing.

Employer:		Contractor:	
Witness:		Witness:	



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	<p>ii. if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional.</p> <p>5) Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges, The latest municipal account is to be attached, or a signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts.</p> <p>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.</p> <p>ii. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.</p> <p>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.</p> <p>iv. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.</p> <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> <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.</p>
C.2.24	<p>Add the following new clause:</p> <p>“Canvassing and obtaining of additional information by tenderers.</p>

Employer:		Contractor:	
Witness:		Witness:	



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	Accept that: <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</p> <p>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; orb) 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; orc) 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; orvii) an employee of Parliament or a provincial legislature."<p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.</p>
C.2.26	<p>Add the following new clause:</p> <p>"Awards to close family members of persons in the service of the state</p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including</p> <ul style="list-style-type: none">a) the name of that person;b) the capacity in which that person is in the service of the state; and

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	<p>c) the amount of the award.</p> <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</p> <p>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> <p>i) Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals.</p> <p>ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.</p> <p>iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document.</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) calendar days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.”</p>
C.3.4.2	<p>Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers’ names and total prices, where practical, will be read out</p>
C.3.9	<p>Replace Existing Clause</p> <p>Arithmetic Errors</p> <p>Construction related tenders</p>

Employer:		Contractor:	
Witness:		Witness:	



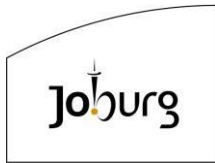
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	<p>JW undertakes to check the highest scoring bid for arithmetical errors and correcting them as follows:</p> <p>JW shall check for arithmetic errors using the following sequence:</p> <ul style="list-style-type: none">(i) Check the amount in words 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> <ul style="list-style-type: none">(i) 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.(ii) 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. <p>Clarification session(s) shall be held with Tenderer where there is pricing discrepancies, errors are highlighted and identified corrections are explained.</p> <p>Tenderer is afforded an opportunity to provide clarification, accept or reject identified corrections in writing.</p> <ul style="list-style-type: none">(i) In the event that the Tenderer accepts identified corrections, JW will proceed with evaluation.

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Witness:		Witness:	



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Clause Number	Tender Data																														
	<p>(ii) 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.</p> <p>This is not an opportunity for Tenderers to change the bid offer. A bidder that does not agree to the above will be disqualified.</p> <p>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.</p> <p>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.</p>																														
C.3.11	<p>Tenderer to complete, sign and return MBD6.1 with the tender submission. Tenderer to claim the points in the space provided and submit documentary evidence to support the points claimed for specific goals.</p> <table><tr><td></td><td></td></tr><tr><td>Stage 1</td><td>Mandatory Evaluation</td></tr><tr><td>Stage 2</td><td>Administrative Evaluation</td></tr><tr><td>Stage 3</td><td>Technical Evaluation</td></tr><tr><td>Followed by</td><td>Preferential Procurement Goals and Pricing Evaluation</td></tr></table> <p>Stage 1: Mandatory Evaluation</p> <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>Compulsory briefing session to be attended by all potential tenderers.</td><td></td><td></td></tr><tr><td>2</td><td>The tenderer must have active CIDB Grading of 7EP/ME or higher at Evaluation.</td><td></td><td></td></tr><tr><td>3</td><td>Fully completed BoQ.</td><td></td><td></td></tr></table> <p>Tenderers who FAIL to meet the mandatory criteria or requirements of tender will result in disqualification.</p>			Stage 1	Mandatory Evaluation	Stage 2	Administrative Evaluation	Stage 3	Technical Evaluation	Followed by	Preferential Procurement Goals and Pricing Evaluation	Description		Complied		No	Description	Yes	No	1	Compulsory briefing session to be attended by all potential tenderers.			2	The tenderer must have active CIDB Grading of 7EP/ME or higher at Evaluation.			3	Fully completed BoQ.		
Stage 1	Mandatory Evaluation																														
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Clause No.	Tender Data				
	Stage 2: Administrative Evaluation				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	T2.1.1	Record of Addenda to Tender Documents	Complete and submit complete and signed Form		
	T2.1.2	Signed Certificate of Authority to Sign or signed board resolution	Completed and signed certificate of authority to sign or signed board resolution		
	T2.2.2	SARS Tax Compliance Status Pin and Proof of CSD registration	Complete and submit complete and signed Form plus attachment		
	T2.3.4	Imported Content Sheet: Forward Exchange Cover for Imported	Complete and submit complete and signed Form		
	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		
	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		
	Annexure – Proof of Specific Goals	Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR	Submit applicable documentation with the tender submission		

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Clause No.	Tender Data				
		CIPC registration document showing percentage of ownership and share certificate where applicable			
	Annexure – Proof of Specific Goals	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	Submit applicable documentation with the tender submission		
	Annexure	Municipal statement of account for Company (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
	Annexure	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
	Annexure	3-year financial statements (audited where applicable)	Submit applicable documentation with the tender submission		
	Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties, where applicable	Where applicable, submit applicable documentation with the tender submission		
<p>Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals.</p> <p>Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.</p> <p>Any document or form submitted or completed upon request (was not included in the initial tender submission before the closing date) will not be used to claim points for specific goals.</p> <p><u>Stage 3: Technical Evaluation</u></p>					

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Witness:		Witness:	



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Clause No.	Tender Data																
	<p>Tenderers who FAIL to meet the minimum required score or requirements of tender will be disqualified.</p> <p>The criteria maximum points in respect of each of criterion shall be as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="286 571 439 676">CRITERIA NO #</th><th data-bbox="439 571 1003 676">CRITERIA</th><th data-bbox="1003 571 1346 676">EVIDENCE</th><th data-bbox="1346 571 1715 676">SUB-CRITERIA/CLAUSE</th><th data-bbox="1715 571 1890 676">WEIGHTING</th><th data-bbox="1890 571 2011 676">SCORE</th></tr> </thead> <tbody> <tr> <td data-bbox="286 676 439 1129">1.</td><td data-bbox="439 676 1003 1129"> Company's Experience The Tenderer (Company) is required to demonstrate experience in installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants. </td><td data-bbox="1003 676 1346 1129"> The Tenderer (Company) must provide relevant reference letters with proof that they have executed and successfully completed the required works (projects) as outlined. <i>This document must be completed by the referee and included in</i> </td><td data-bbox="1346 676 1715 1129"> Total Number of successful completed projects in respect to installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants. Less than two (2) projects Two (2) to four (4) projects More than 4 projects </td><td data-bbox="1715 676 1890 1129">25</td><td data-bbox="1890 676 2011 1129"> <div></div> <div>0</div> <div>15</div> <div>25</div> </td></tr> </tbody> </table>					CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	WEIGHTING	SCORE	1.	Company's Experience The Tenderer (Company) is required to demonstrate experience in installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants.	The Tenderer (Company) must provide relevant reference letters with proof that they have executed and successfully completed the required works (projects) as outlined. <i>This document must be completed by the referee and included in</i>	Total Number of successful completed projects in respect to installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants. Less than two (2) projects Two (2) to four (4) projects More than 4 projects	25	<div></div> <div>0</div> <div>15</div> <div>25</div>
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1.	Company's Experience The Tenderer (Company) is required to demonstrate experience in installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants.	The Tenderer (Company) must provide relevant reference letters with proof that they have executed and successfully completed the required works (projects) as outlined. <i>This document must be completed by the referee and included in</i>	Total Number of successful completed projects in respect to installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants. Less than two (2) projects Two (2) to four (4) projects More than 4 projects	25	<div></div> <div>0</div> <div>15</div> <div>25</div>												

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			<p><i>the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements. A separate form must be completed for each reference as required 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 and restriction from participating in any future government tender.</i></p>		

Employer:		Contractor:	
Witness:		Witness:	



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Claus e No.	Tender Data				
2.	Financial Capacity The Tenderer (Company)to demonstrate successful completion of the projects to the total minimum value R 10 million in installations/repairs/refurbishments/maintenance of pumpstations for portable water or wastewater treatment plants..	The Tenderer (Company) must submit reference letter(s) as proof of the total rand value(s) completed by the Tenderer in relation to the installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants..	Total combined rand value of successfully completed project(s) in relation to installations/repairs/refurbishments/maintenance of pumpstations for potable water or wastewater treatment plants.	35	
			Total rand value of all projects is below R10 million		0
			Total rand value of at least one project completed project is R10 million or above but less than R13 million		21
			Total rand value of at least one projects completed project is R13 million or above.		35

Employer:		Contractor:	
Witness:		Witness:	



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Clause No.	Tender Data					
	3.	Qualifications of Artisan	<p>The tenderer is required to submit the following certified copy of qualifications and identity documents for two key personnel (Electrician/Fitter/Millwright) who will be assigned for the execution of the work.</p> <p>Trade Test Certificates</p>	Bidder is to submit certified proof of the specified qualification and Identity documents	15	
				The bidder did not provide certified copy of the required qualifications and Identity documents.		0
				Certified copy of Trade Test Certificate and Identity documents : 1 x Electrician and 1 x Fitter. or 1 x Millwright and 1 x Fitter. or 1 x Electrician and 1 x Millwright		9
				Certified copies of <i>Electrician/Fitter/Millwright</i> Trade Test Certificate plus N3 (NQF 4) or Higher Mechanical/Electrical Qualification Certificate and Identity documents		15
	4.	Experience of Artisan 1	The tenderer must submit CVs of their key personnel describing their relevant work experience in installations/repairs/refurbishments/maintenance of	Total Years of Experience in respect to related scope of work for each submitted personnel.	12.5	
				Less than three (3) years		0
	Employer:			Contractor:		
	Witness:			Witness:		



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Claus e No.	Tender Data					
			pumpstations for potable water or wastewater treatment plants. NB: CV's must be signed by candidates	Three (3) years or more but less than five (5) years		7.5
				Five (5) years or more		12.5
	5.	Experience of Artisan 2		Total Years of Experience in respect to related scope of work for each submitted personnel.	12.5	
				Less than three (3) years		0
				Three (3) years or more but less than five (5) years		7.5
				Five (5) years or more		12.5
	MINIMUM QUALIFYING SCORE					60
	TOTAL					100
	<i>Tenderers must obtain a minimum of 60 points for functionality and must score points in each of the five (5) evaluation criteria in order to qualify for further evaluation; the site inspection phase. Failure to meet the minimum functionality threshold and to score in all five criteria will result in disqualification from further evaluation.</i>					
	Tenderers who fail to achieve a minimum overall score of 60 points, as well as the minimum score for each criterion, will not be considered further.					

Employer:		Contractor:	
Witness:		Witness:	



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Claus e No.	<u>Tender Data</u>
	<p>Technical shall be scored in accordance with the following schedules:</p> <p>Experience of Key Personnel</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 that qualification not being considered for allocation of points for that criterion.</p> <p>NOTE 2: When an uncertified copy of professional registration is submitted and the requirement was to submit a certified copy, JW will verify the validity of the registration on the issuing bodies or institution's website. If the verification is confirmed on the website, the bidder meets the criteria. This will only be applicable for the recommended bidders.</p> <p>NOTE 3: The time of registration of Contract Manager, Site Manager, Senior Foremen and Safety Officer will not impact post qualification number of projects.</p> <p>NOTE 4: The information provided by bidders will be verified and if found to be false, punitive measures will be affected.</p> <p>Acronyms</p> <p>ECSA: Engineering Council of South Africa</p> <p>SACPCMP: South African Council for the Project and Construction Management Professions</p> <p>SAMTRAC: Safety Management Training Course</p> <p>NEBOSH: National Examination Board in Occupational Safety and Health</p> <p>SHEOMTRAC: Safety Health Environmental Occupational Management Training Course</p> <p>SHEMTRAC: Safety Health Environmental Management Training Course</p> <p>MESHTRAC: Management Environmental Safety Health Training Course</p>

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Witness:		Witness:	



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Clause No.	Tender Data				
	1	<p>Compliance to the technical specification of site visit. Tenderers will be subjected to a site visit.</p> <p>The tenderer must have a Workshop or facility to carry out the scope of work.</p>	<p>Shortlisted tenders that meet the minimum qualifying score will be evaluated onsite inspection. The site inspection will be evaluated, based on the inspection sheet below.</p>	<p>Tenderer to comply with all requirements for the site inspection in order to proceed further in the evaluation.</p>	<p>Compliant with requirements: (Yes/No)</p>
<p>Below is the check list for the technical requirement for compulsory site inspection</p> <p>INSPECTION SHEET</p>					

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER PUMPSTATIONS AS AND WHEN REQUIRED
FOR A PERIOD OF 36 MONTHS
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Clause No.	Tender Data			
	Section	Details	Yes/No	Comments
	Workshop/Facility Accessibility	Is the workshop/facility dedicated to pump station repairs/maintenance?		
Is the facility easily accessible for equipment transport and personnel?				

Employer:		Contractor:	
Witness:		Witness:	



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Clause No.	Tender Data			
		Is the workspace organized, with clear labelling of tools and materials?		
	Technical Capacity	Are specialized tools (e.g., pump testing kits, welding equipment) available?		
		Is there a documented quality control process (e.g., inspection checklists)?		
		Are spare parts for common pump station components (e.g., valves, motors) stocked?		

Employer:		Contractor:	
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Claus e No.	Tender Data			
	Safety & Environmental Practices	Are safety gear (e.g., PPE, fire extinguishers) available and in good condition?		
		Is there a system for handling hazardous waste (e.g., oil, chemicals)?		
	ADDITIONAL OBSERVATIONS (If any)			

Employer:		Contractor:	
Witness:		Witness:	



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Clause number	Tender Data		
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> <table><tr><td></td><td><p>The awarding of this contract will follow a structured approach that ensures fairness, risk mitigation, and continuity of service delivery. Johannesburg Water (JW) aims to award the tender to the highest preference-ranking tenderer per Region based on price and specific goals. To minimise operational risks, JW intends to appoint multiple contractors. This approach ensures that contractor has sufficient capacity to deliver and handle the workload, preventing service disruptions.</p><ul style="list-style-type: none">• Tenderers will only be awarded one Region irrespective of being the highest preference-ranking Tenderer in other Regions, unless Johannesburg Water cannot award a certain Region to other Tenderer in which case, Johannesburg Water can then award more than one Region to a Tenderer.• Tenderers are therefore requested to rank their preferred Region from region 1-3. Please refer to Pricing Schedule.• Tenderers will be considered for the Region tendered for and ranked.• Allocation to a Region in cases where the Tenderer is the highest preference-ranking Tender will be based on the preferred Region provided by the tenderer under pricing schedule.• Please refer to Allocation Strategy for the Objective criteria:</td></tr></table>		<p>The awarding of this contract will follow a structured approach that ensures fairness, risk mitigation, and continuity of service delivery. Johannesburg Water (JW) aims to award the tender to the highest preference-ranking tenderer per Region based on price and specific goals. To minimise operational risks, JW intends to appoint multiple contractors. This approach ensures that contractor has sufficient capacity to deliver and handle the workload, preventing service disruptions.</p> <ul style="list-style-type: none">• Tenderers will only be awarded one Region irrespective of being the highest preference-ranking Tenderer in other Regions, unless Johannesburg Water cannot award a certain Region to other Tenderer in which case, Johannesburg Water can then award more than one Region to a Tenderer.• Tenderers are therefore requested to rank their preferred Region from region 1-3. Please refer to Pricing Schedule.• Tenderers will be considered for the Region tendered for and ranked.• Allocation to a Region in cases where the Tenderer is the highest preference-ranking Tender will be based on the preferred Region provided by the tenderer under pricing schedule.• Please refer to Allocation Strategy for the Objective criteria:
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Employer:		Contractor:	
Witness:		Witness:	



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Clause number	Tender Data	
		Johannesburg Water reserves the right to award a Region to a Tenderer that is not the highest preference-ranking Tenderer if the highest preference-ranking Tenderer has been awarded another Region.
	Allocation Strategy	<p>The awarding of this contract will follow a structured approach that ensures fairness, risk mitigation, and continuity of service delivery. Johannesburg Water (JW) aims to award the tender to the highest preference-ranking tenderer per Region based on price and specific goals.</p> <p>Objective Criteria: To minimise operational risks, JW intends to appoint multiple contractors. This approach ensures that contractor has sufficient capacity to deliver and handle the workload, preventing service disruptions.</p> <p>The allocation of a Region to the highest preference-ranking Tenderer will be informed by considerations of cost-effectiveness and, where applicable, the Region(s) indicated by the Tenderer in their pricing schedule.</p> <p>1. Award Structure & Allocation strategy</p> <ol style="list-style-type: none">1. The scope of work is divided into three Regions:<ul style="list-style-type: none">o Both Regions has similar scope of work2. Bidders may tender for all Regions but must indicate their preferred group for award purposes.3. A single bidder cannot be awarded more than one Region to mitigate risk and ensure work is distributed among multiple service providers unless Johannesburg Water cannot award a certain Region to other Tenderer in which case, Johannesburg

Employer:		Contractor:	
Witness:		Witness:	



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	<p>Water can then award more than one Region to a Tenderer.</p> <p>2. Reallocation of Work in Case of Non-Performance</p> <p>If an awarded service provider fails to perform, the work will be reallocated as follows:</p> <p>Scenario 1: Non-Performance by the tenderer in a Region</p> <ul style="list-style-type: none">• The remaining awarded service providers in the other Regions will be given the first opportunity to take over the work at their original tendered and “awarded” rates.• If the lowest service provider declines or lacks capacity, the work may be:<ul style="list-style-type: none">○ Allocated to allocate the scope/Region to the next available/cheapest service provider, if they meet the requirements.○ Put through an emergency procurement process if no awarded service provider can take over.○ If no existing service provider can take over, the work may be put through a new procurement process or emergency procurement. <p>3. Applicable Rates for Reallocated Work</p> <ul style="list-style-type: none">• Work that is reallocated to an existing awarded service provider will be executed at their original tendered or “awarded” rates to ensure fairness.• If a new procurement process is required, new pricing will be determined through a competitive process. <p>4. Contractual Obligations & Performance Monitoring</p> <ul style="list-style-type: none">• The awarded service provider’s failure to perform will be formally documented and may lead to contract termination as per the tender conditions.

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Clause number	Tender Data													
		<ul style="list-style-type: none">Regular performance reviews will be conducted to mitigate risk and allow for proactive intervention before reallocation is necessary.												
1.	APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM													
	<u>The following preference point systems are applicable to all bids:</u>													
	<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.- 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.													
	(a) The value of this bid is estimated to exceed / below R50 000 000 (all applicable taxes included) and therefore the 90/10 or 80/20 preference point system shall be applicable.													
	(b) Preference points for this bid shall be awarded for: Price; and Specific Goals.													
	(c) The maximum points for this bid are allocated as follows:													
	<table><tr><th>DESCRIPTION</th><th>POINTS</th><th>POINTS</th></tr><tr><td>PRICE</td><td>90</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>10</td><td>20</td></tr><tr><td>Total points for Price and Specific Goals must not exceed</td><td>100</td><td>100</td></tr></table>		DESCRIPTION	POINTS	POINTS	PRICE	90	80	SPECIFIC GOALS	10	20	Total points for Price and Specific Goals must not exceed	100	100
DESCRIPTION	POINTS	POINTS												
PRICE	90	80												
SPECIFIC GOALS	10	20												
Total points for Price and Specific Goals must not exceed	100	100												
	(d) Failure on the part of a bidder to submit proof of specific goals points claimed in MBD 6.1 will not result in disqualification but will result in points not being awarded for Specific Goals.													

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Witness:		Witness:	



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	<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> <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> <ol 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> <ol 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> <ol 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> <ol 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> <ol 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

Employer:		Contractor:	
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	<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 <p>Table 1:</p>

Employer:		Contractor:	
Witness:		Witness:	



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Clause number	Tender Data								
	Businesses located within the boundaries of Gauteng Province	5	10						
	Business owned by 51% or more – Black Youth	5	10						
	<p>The following verification documents must be submitted with the tender document:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY</th> <th style="width: 50%;">MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF</th> </tr> </thead> <tbody> <tr> <td>Business owned by 51% or more – Black Youth</td> <td> <ul style="list-style-type: none"> Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or Affidavit sworn under oath. </td> </tr> <tr> <td>Business with a business registration address within Gauteng province.</td> <td> <ul style="list-style-type: none"> Certified copy of a valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address. </td> </tr> </tbody> </table>			SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF	Business owned by 51% or more – Black Youth	<ul style="list-style-type: none"> Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or Affidavit sworn under oath. 	Business with a business registration address within Gauteng province .	<ul style="list-style-type: none"> Certified copy of a valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address.
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<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>									

Employer:		Contractor:	
Witness:		Witness:	



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	<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><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></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				BO QSE	Between R10m and R50m		BO EME	Less than R10m
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Section T1 Tender and Contract**

Clause number	Tender Data
	<p>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.</p> <p>Requirements for a valid BBBEE Certificate are as follows:</p> <ul style="list-style-type: none">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. <p>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.</p> <ul style="list-style-type: none">(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. <p>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.</p> <p>2. ADJUDICATION USING A POINT SYSTEM</p> <ul style="list-style-type: none">a) The bidder obtaining the highest number of total points will be awarded the contract.b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.c) Points scored must be rounded off to the nearest 2 decimal places.d) In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of points for specific goals.

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14402
TURFFONTEIN CORRIDORS OF FREEDOM – WATER
UPGRADE (FOREST HILL TOWER AND PUMP STATION),
JOHANNESBURG SOUTH
TENDERING DATA



Volume 1 Tender and Contract
Section T1 Tender and Contract

Clause number	Tender Data
	<div>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.</div> <div>f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.</div> <div>2. POINTS AWARDED FOR PRICE</div> <div>THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</div> <div>A maximum of 80 or 90 points is allocated for price on the following basis:</div> <div><div>80/20</div><div>or</div><div>90/10</div></div> <div><div>$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$</div><div>or</div><div>$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$</div></div> <div>Where</div> <div><div>Ps</div><div>=</div><div>Points scored for comparative price of bid under consideration</div></div> <div><div>Pt</div><div>=</div><div>Comparative price of bid under consideration</div></div> <div><div>Pmin</div><div>=</div><div>Comparative price of lowest acceptable bid</div></div>
C.3.12	<div>Add the following to the clause:</div> <div>“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.”</div>
C.3.13.1	<div>Add to the existing clause:</div> <div>Tender offers will only be accepted if:</div> <div><div>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;</div><div>b) Proof of CSD registration i.e., MA xxxxx number;</div><div>c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Demand Performance Guarantee to the format included in Part T2.2.22 of this procurement document</div><div>d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</div><div>e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</div></div>

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14402
TURFFONTEIN CORRIDORS OF FREEDOM – WATER
UPGRADE (FOREST HILL TOWER AND PUMP STATION),
JOHANNESBURG SOUTH
TENDERING DATA



Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	<p>f) the tenderer has not:</p> <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; <p>g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</p> <p>h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>i) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and</p> <p>j) the tenderer:</p> <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	The number of paper copies of the signed contract to be provided by the Employer is one.
	There are no additional conditions of tender.

-- END OF PART ---

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water (SOC) Ltd



CONTRACT NO: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK
WASTEWATER PUMPSTATIONS AS AND
WHEN REQUIRED FOR A PERIOD OF 36
MONTHS**

VOLUME 1

**RETURNABLE DOCUMENTS
AND
SCHEDULES**

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
JW 6.1 Special Conditions	RD.15
MBD 6.1 Preference points claim form in terms of the preferential procurement regulations	RD.21
MBD 4 Declaration of any potential conflict of interest	RD.30
MBD 8 Declaration of bidder's past Supply Chain management practices	RD.33
MBD 5 Declaration for Procurement above R10 Million (VAT Included)	RD.35
MBD 9 Certificate of independent bid determination	RD.37
T2.1.5 Proposed qualifications	RD.40
T2.1.6 Schedule of the Tenderer's experience	RD.41
T2.1.7 Contactable reference template	RD.42
T2.1.8 Schedule of key personnel	RD.43
T2.1.9 Curriculum vitae of key personnel	RD.49

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.52
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.53

T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
4. Other documents that will be incorporated into the contract	
T2.3.1 JW 6.4 Returnable Annexure A – SHE Acknowledgment Form	RD.55
<u>Document</u>	<u>Page</u>
C1.1 FORM OF OFFER AND ACCEPTANCE	C.1
C1.2 CONTRACT DATA (PART 2)	C.5
C1.3 FORMS OF SECURITIES	F.1
C2.1 PRICING DATA	PD.1
Bill of Quantities	PD.4-47

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

T2.1 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
1. Returnable Schedules required only 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
T2.1.5 Proposed qualifications	RD.40
T2.1.6 Schedule of the Tenderer's experience	RD.41
T2.1.7 Contactable reference template	RD.42
T2.1.8 Schedule of key personnel	RD.43
T2.1.9 Curriculum vitae of key personnel	RD.49

T2.1.1 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

T2.1.2 Certificate of Authority

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

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

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on, Mr/Ms, acting in the capacity of....., was authorized to sign all documents in connection with the tender for Contract No. JW OPS 066/24 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.

Date:

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

(III) Certificate For Partnership

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

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

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

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

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

(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

T2.1.3 Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

.

Close corporation number

Proof of CSD registration ie MA xxxxxxxxx number.

SARS Tax Compliance status Pin number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary																																	
<p>Section 7: Record of spouses, children and parents in the service of the state</p> <p>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:</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <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 </div> <div style="width: 50%;"> <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 </div> </div>																																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 33%;">Name of spouse, child or parent</th> <th rowspan="2" style="width: 33%;">Name of institution, public office, board or organ of state and position held</th> <th colspan="2" style="width: 34%;">Status of service (tick appropriate column)</th> </tr> <tr> <th style="width: 17%;">Current</th> <th style="width: 17%;">Within last 12 months</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				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																								
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		Current	Within last 12 months																														
*insert separate page if necessary																																	
<p>The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:</p> <ol style="list-style-type: none"> 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. 																																	

Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS
Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable Documents

Signed

Date

Name

Position

Enterprise name

.....

T2.1.4 Preferential Procurement

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

Form No.	Form Title	Description	Page
JW6.1	Special Conditions	Sub-contracting and Skills Transfer	RD.15
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer	RD.21
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer	RD.30
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer	RD.33
MBD 5	Declaration for Procurement above R10 Million (VAT Included)	Form to be completed by the Tenderer	RD.35
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer	RD.37

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.

JW 6.1 (b) SPECIAL CONDITIONS

GENERAL:	NB: The attention of the tenderer is drawn to the fact that General Conditions of Contract shall apply, where applicable, to this contract.
1. DEFINITIONS:	<p>1.1 That "Johannesburg Water (SOC) Ltd" shall herein after being referred to as "JW".</p> <p>1.2 The "Managing Director" shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorised representative.</p> <p>1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.</p> <p>1.4 "Manager" shall mean the JW Regional Maintenance Manager or his authorised representative.</p>
2. PRICE:	<p>2.1</p> <p>All prices shall include Value Added Tax</p> <p>2.2 All alterations must be authenticated with a signature or initialled by the authorised signatory. Failure to comply with this requirement will render the tender liable for rejection on grounds of being incomplete.</p> <p>2.3 The rates quoted on the BoQ must be inclusive of all the costs for the necessary labour and technical specialists to complete the work satisfactorily as per Specifications, and all other expenses incidental to the completion of scope of work.</p>
3. CONTRACT PRICE ADJUSTMENT	3.1 The prices for items quoted for must be firm with escalations already factored in.
4. SURETY BOND:	4.1 No surety bond shall be required in terms of this contract.
5. COMPLIANCE WITH LEGISLATION:	<p>5.1 The Contractor shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations Specified therein.</p> <p>The Contractor shall comply with all the requirements prescribed in the technical specification, unless otherwise stated.</p>
6. SAFETY:	<p>5.2</p> <p>6.1 Without derogation from the generality of Clause 5.1, or from any other Provision of this contract, the Contractor shall comply in all respects with the safety and other requirements of the Occupational Health Safety Act 85 of 1993 and the regulations applicable.</p> <p>6.2 Successful tenderers will be required to compile and submit a Health and Safety File for approval by the JW OHS Department prior to commencement of the contract.</p>

- 6.3 The Contractor will be required to follow site-specific Health, Safety and Environmental rules.
- 7. INSURANCE AND INDEMNIFICATION:**
- 7.1 In addition to any insurance required to be held by the Contractor in terms of the Occupational Injuries and Diseases Act no.130 of 1993, the Contractor must be fully insured against all accidents, loss or damage arising out of the conditions or operation of the vehicles or execution of any work including all third party risks. The Contractor hereby agrees to indemnify JW against all claims by third Parties or the Contractor's own employees resulting from the operations carried out by the Contractor under this contract up until the end of the contract.
- 7.2 A current certificate of good standing in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be furnished by the Contractor within 21 days of notification of acceptance of the tender. Proof of renewal or extension of insurance cover must be furnished by the Contractor whenever required by JW.
- 7.3 The Contractor shall be liable for any damages or injury of whatever nature caused directly or indirectly as a result of his operations, to any of JW's or Municipal Government or Private Property or to his own vehicles and personnel.
- Any insurance required by the tenderer in respect of the units under this contract must be included in the rental charge.
- 8. REMEDIES, BREACH, WHOLE AGREEMENT, WAIVER VARIATION AND INDULGENCES:**
- 7.4
- 8.1 If the supplier or any person employed or associated with him or in the case of a Company, a Director or shareholder or person similarly associated with such Company, either directly or indirectly gives or offers to give any gratuity, reward or commission or other bribe to any person in the employ of JW this contract shall be avoidable at the instance of JW.
- 8.2 If the Contractor has not complied with the Managing Director's requirements or if he is in breach of any of the Conditions of this contract and:
- 8.2.1 Fails to remedy such breach within 2 (two) days of receipt of written notice requiring it to do so (or if not reasonably possible to remedy the breach within 2 (two) days), within such further period as may be reasonable in the circumstances, provided that the Contractor furnishes evidence within the period of 2 (two) days reasonably satisfactory to JW, that it has taken whatever steps are available to it to commence remedying the breach, then the JW shall be entitled, without notice and in addition to any other remedy available to it at law or under this agreement, including obtaining an interdict, to cancel this agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to JW's right to claim damages.
- Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the contractor's indebtedness to JW.
- 8.2.2 This agreement constitutes the entire agreement between the parties relating to the matter hereof.

- 8.3 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or
- 8.4 of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension, which is so given or made, shall be strictly construed as relating to the matter in respect whereof it was made or given.

9. DISPUTES:

- 9.1 In the event of any dispute arising between JW and the Contractor in connection with or arising out of the contract, it shall be referred to the Managing Director of JW who shall state his decision in writing and give notice of the same to the Contractor within 28 days of the dispute having been submitted to the Managing Director of JW. Such decision shall be binding upon the Contractor subject to clause 9.2.

- 9.2 Should the Contractor be dissatisfied with the decision of the Managing Director he/she may, within 28 days after receiving notice of such decision, require that the issue or issues be referred to a single arbitrator to be agreed upon between the parties or, failing agreement, to be nominated by the Chairman of the Association of Arbitrators and any such reference shall be deemed to be submission to the arbitration of a single arbitrator in terms of the Arbitration Act, 1965. The award of the arbitrator shall be final and binding on both parties.

Not later than one week after receipt of notice calling for arbitration, JW may give notice to the Contractor that the dispute or disputes be settled by Court of Law having jurisdiction.

10. SCOPE OF CONTRACT:

- 9.3
- 10.1 The tenderer shall be required to provide the service as outlined in the scope of work for this tender at Northern Wastewater Treatment Works for a period not exceeding thirty-six (36) months.

11. WARRANTY

- 11.1 The provisions of this contract shall be subject to the warranties that apply to new parts supplied by the contractor.
- 11.2 Therefore, if the rectification of a defect in these assets or the replacement of a part is covered by warranty, such rectification/replacement shall be done at no cost to JW.
- 11.3 The warranty period referred herein Clause 11.1 above, will be for a period of twelve (12) months from the time that the equipment installed at the applicable JW site and is in use.
- 11.4 Repaired parts shall carry a warranty of six (6) months from the time that the part is installed and commissioned.
- 11.5 For the equipment that has a run hour meter, the warranty will be equivalent to operational hours as per run hour meter from the time of installation.

12. REQUIREMENTS:	12.1	Only plant/equipment/components/parts complying with the technical specifications are to be offered by the Contractor and accepted by JW for this contract.
	12.2	The tenderer shall be obliged to provide the equipment, tools, and personnel where warranted, at such time and at such place as notified by the Employer's Representative and as more fully set out in the specifications. The tenderer shall ensure that the equipment supplied operate as per the technical specification and to the satisfaction of the Employer's Representative. The tools will include Confined Entry Gear (PPE, Gas detectors, etc.).
	12.3	The successful tenderer will be required within 14 days upon award/appointment to submit a quality management plan (QCP) which shall address, but not limited to, working methods and procedures and other quality management related matters. QCP's specific to the jobs or work packages must also be submitted within 3 days of receiving Purchase Instructions from Johannesburg Water. These job-specific QCP's shall be accompanied by detailed work programme, method statements and procedures. QCP's, programme, method statements and procedures submitted shall be subject to the approval of Johannesburg Water.
	12.4	Before interaction/interface with the existing equipment or plant or before shut-downs, the Contractor will have to make a written application to site management at least 7 days prior to that interaction/interface/shutdown. The said application shall be accompanied by a detailed technical method statement which must be approved by the Employer's Representative before an application is made for the interaction/interface/shutdown.
13. WORKSHOP FACILITIES:	14.1	If necessary, in this contract, the Service Provider must have workshop facilities fully equipped where equipment will be attended for the duration of the contract. The Service Provider's workshop facilities must be in line with the requirements of Occupational Health and Safety Act and other applicable laws.
14. ADJUDICATION OF TENDERS:	15.1	The highest, lowest or any tender will not necessarily be accepted by JW. JW reserves the right to adjudicate the Tender to its best interest and it is not necessarily intended to award the contract to only one Contractor.
15. ACCEPTANCE OF TENDER:	16.1	A valid and binding contract shall be concluded at the time when the Service Provider receives an official appointment letter and sign letter of acceptance at the offices of JW after the Service Provider where he/she will enter into a contract with JW with the term and conditions packaged in this document.
16. PAYMENT:	17.1	Payment on this contract will be as follows:
		<ul style="list-style-type: none"> i) Invoices must be submitted based on the work done and approved by the assigned JW project manager. ii) The contractor shall submit complete and detailed invoice as per schedule of quantities. Payment will be based on the invoices subject to any adjustment by the assigned Project Manager in respect of errors, penalties or any other claim that JW may have in respect of this contract.

		<ul style="list-style-type: none"> iii) Payment will be made within the payment period as prescribed by the JW Finance Department once the correct invoice with no outstanding information is signed off and processed by the assigned project manager. iv) Invoices for payment must be submitted under the contractor's name.
17. PENALTIES:	18.1	<p>Instead of exercising its rights in terms of Clause 22 of the General Conditions of Contract, the relevant Manager or his representative may, at his discretion impose the following penalties:</p> <ul style="list-style-type: none"> (i) If an offered item of plant is officially requested in writing from the contractor and is not supplied within 3 calendar days of an order to do so, the contractor will incur penalties. For each item of plant not supplied as required, the contractor will incur 15% (fifteen percent) penalties for their total invoice that they will submit for that specific plant. The penalty will be charged from day 3 of non-delivery up until such time that the item of plant required is supplied. (ii) In all cases where a stoppage has occurred without explanations, the contractor will be required to provide written explanations as to the cause thereof and if in the opinion of the relevant Manager or his/her representative was an unavoidable stoppage. (iii) The written explanations referred to in clause (ii) must be made in duplicate within 7 days from the day on which the stoppage occurred. If no written explanations are received, the contractor will not be paid as stipulated in clause (iii) for the period of the stoppage. The relevant Manager's decision will be conveyed to the contractor on the duplicate application submitted which must be taken into account on submission of the invoice for that particular scope of work.
19. WORKING HOURS:	19.1	Starting and finishing times will be determined by the relevant Manager on site based on JW's' needs at the time.
20. CESSION:	20.1	During the contract the tenderer shall neither cede, assign, sublet, mortgage, pledge nor in any way encumber the plant, lend or part with possession thereof.
21. FURTHER INFORMATION:	21.1	Should the tenderer have any queries regarding this tender he/she must submit these in writing to Mr Thabiso Thabeng/Keorapetse Nyokong via email at thabiso.thabeng@jwater.co.za or keorapetse.nyokong@jwater.co.za or alternatively call at Tel: 011 510 2602 or 011 959 3964 during office hours from 07:30am to 15:30pm Monday to Friday.
22. NOTICE:	22.1	Any NOTICE or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners:-
	22.1.1	Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its <i>domicilium citandi et executandi</i> to which post it is delivered, in which event such notice shall be

-
- deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved); or
- 22.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery; or
- 23.1.3 Sent by E-mail to its chosen E-mail address, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 23.2 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
RD.22		
Returnable Documents		

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

1.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

1.1.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}}\right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Businesses located within the boundaries of Gauteng Province	5	10		
Business owned by 51% or more – Black Youth	5	10		

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

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

1. SUB-CONTRACTING

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

(**Tick applicable box**)

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

1.1.1 If yes, indicate:

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

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

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

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

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

(**Tick applicable box**)

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

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

Designated Group: An EME or QSE which is at 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		

2. DECLARATION WITH REGARD TO COMPANY/FIRM

2.1 Name of company/firm:

2.2 VAT number registration number:

2.3 Company registration number:

2.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

2.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

2.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

.....

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

- v) The information furnished is true and correct;
- vi) In the event of a contract being awarded as a result of points claimed as shown in MBD 6.1, the contractor is required to furnish documentary proof as requested in the Tender Data to the satisfaction of the purchaser that the claims are correct;
- vii) If the specific goals points have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (i) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (j) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number:.....

3.3 Position occupied in the Company (director, trustee, 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.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between
any other bidder and any persons in the service of the state who
may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers,
principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.....
.....

3.13 Are any spouse, child or parent of the company's directors
trustees, managers, principle shareholders or stakeholders
in service of the state? YES / NO

3.13.1 If yes, furnish particulars.....
.....

3.14 Do you or any of the directors, trustees, managers,
principle shareholders, or stakeholders of this company
have any interest in any other related companies or
business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

- 2 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

CERTIFICATION

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

- 1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

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

.....
.....

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

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

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

YES / NO

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

2.2 If yes, provide particulars.

.....
.....

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

YES / NO

3.1 If yes, furnish particulars

.....
.....

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

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

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

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.1.5 Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer



a world class African city

**Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**

Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable Documents



Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the
**JW OPS 066/24 REPAIRS AND MAINTENANCE OF BULK WASTEWATER PUMPSTATIONS AS AND WHEN RE-
QUIRED FOR A PERIOD OF 36 MONTHS**

Name of Tenderer:

Description or nature of work provided in respect of scope of work

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

Date of goods / services provided

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Value of contract:

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

NB: This document must be completed by the referee 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. 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.



a world class African city

**Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**

Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable Documents



Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the
**JW OPS 066/24 REPAIRS AND MAINTENANCE OF BULK WASTEWATER PUMPSTATIONS AS AND WHEN RE-
QUIRED FOR A PERIOD OF 36 MONTHS**

Name of Tenderer:

Description or nature of work provided in respect of scope of work

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

Date of goods / services provided

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Value of contract:

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

NB: This document must be completed by the referee 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. 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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**Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**

Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable Documents



Contactable Reference Template

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Date of goods / services provided

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Value of contract.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Value of contract.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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Date of goods / services provided

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Value of contract.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

NB: This document must be completed by the referee 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. 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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Date of goods / services provided

Start date:/...../.....

End date:/...../.....

Was their performance satisfactory?

Yes / No*

Value of contract.....

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

NB: This document must be completed by the referee 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. A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.

T2.1.8 Schedule of Key Personnel

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

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

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

SIGNATURE:.....

DATE:

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



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Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS

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T2.1.9 Curriculum Vitae of Key Personnel

Provide separate forms for each position listed in Form: Key Personne

NB: Candidates can use their own format which must show roles which proves relevant experience

Artisan

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Registration Number:		
Name of Employer (firm):		
Current position:		Total Months Relevant Experience:
<u>Employment Record:</u>		
<hr/>		
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<hr/>		
<hr/>		
<hr/>		
<u>Experience Record Pertinent to Required service:</u>		
START DATE dd month year	End DATE dd month year	ROLE WHICH PROVES RELEVANT EXPERI- ENCE
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Certification:

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

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

.....
Date

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.52
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxxx number	RD.53



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Contract JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS

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T2.1 and T2.3 List of Returnable Documents



T2.2.1 Contractor's Certificate of Registration With CIDB

NB: The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB OR provide the CIDB registration number that JW can use to verify CIDB requirements for this tender. Failure to submit the certificate or CIDB registration number with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

CIDB status to be active at the required CIDB grading at time of evaluation to avoid disqualification.

SIGNATURE:.....

DATE:

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

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

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

SIGNATURE:.....

DATE:

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

T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
4. Other documents that will be incorporated into the contract	
T2.3.1 JW 6.4 Returnable Annexure A – SHE Acknowledgment form	RD. 54

T2.3.1 JW 6.4 Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

DECLARATION BY CONTRACTOR

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

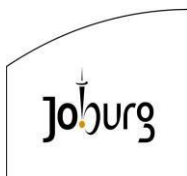
- OHS Specification (Volume 2)
- Annexure 1: Baseline Risk Assessment
- Annexure 2: Medical Screening Policy
- Annexure 3: Sign off form
- Annexure 4: Environmental Management Plan
- Annexure 5: Returnable

We furthermore commit to:

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

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

Name of tenderer	
Name of Authorized person	
Authorized Signature*	



Contract: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

Johannesburg Water (SOC) Ltd



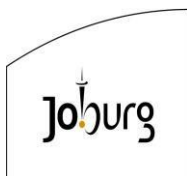
CONTRACT NO: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK
WASTEWATER PUMPSTATIONS AS AND WHEN
REQUIRED FOR A PERIOD OF 36 MONTHS**

VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS**

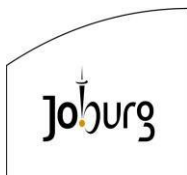


Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

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C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993	C.34
C1.3.4 Health and Safety Contract: General Information	C.35

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

C1.1 FORM OF OFFER (ACCEPTANCE & AGREEMENT)

C1.1.1 Form of Offer

The Contractor is to complete and sign the Form of Offer

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

**JW OPS 066/24 REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS**

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

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

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

Rand (in words); R_____ (in figures)

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

Signature(s)

Name(s)

Capacity

For the Contractor

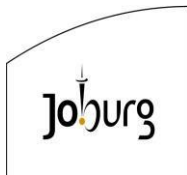
(Name and address of organisation)

**Name and signature of
witness**

(Name)

(Signature)

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

Date

C1.1.2 Form of Acceptance

The Employer is to complete and sign the form of acceptance.

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

The terms of the contract are contained in:

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

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

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

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

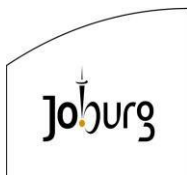
Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Contractor receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the Contractor (now the Contractor) within five days after the date of such receipt notifies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

FOR EMPLOYER OFFICIAL USE ONLY

Name(s)

Capacity

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

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

C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

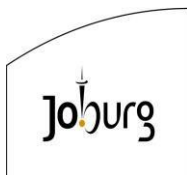
4 Subject

Details

5 Subject

Details

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

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.

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)

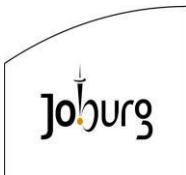
Capacity

For the Employer

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

(Name and address of organisation)

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



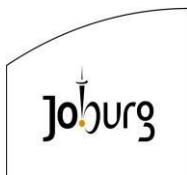
Volume 1 Tender and Contract
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**Name and signature
of witness**

(Name) (Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

C1.2 Contract Data

C1.2.1 Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

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

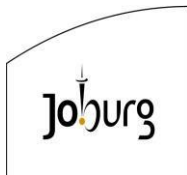
Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Telephone number: 011-805 5947)

C1.2.1.1 Contract Specific Data

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion.
1.1.1.14	The Work shall be on an as and when required basis framework for a period of 36 months.
1. 1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited Contact person is Keorapetse Nyokong
1.2.1.2	The address of the Employer is: <div style="display: flex; justify-content: space-between;"> <div>Physical Turbine Hall 65 Ntemi Piliso Street Newtown</div> <div>Postal P.O. Box 61542 Marshalltown 2107</div> <div>Tel: 011 959 3964 Email: Keorapetse.nyokong@jwater.co.za</div> </div>
4.4.2	Add the following after this clause: Apart from sub-contractors identified by the Contractor for the execution of certain sections of the Works, subcontractors shall also include SMME's (Small Medium and Micro Enterprises), who are identified from the Local Community for the execution of certain sections of the Works. The appointment of subcontractors and the allocation of work to subcontractors shall, in addition to the provisions of the General Conditions of Contract, comply with, but not be limited to, the provisions of C1.2.1.2.14 (see below). A minimum value of 30% of the Contract Price shall be subcontracted to SMME's. Where the advised items for subcontracting do not form 30% of the Contract Price, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage.
4.10.1	Add the following to this clause: The Contractor shall employ labour from Local Communities (otherwise known as Local Labour), in accordance with the Tender Data, Scope of Work, Site Information, and Specifications.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS

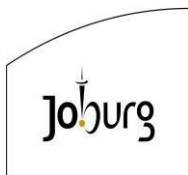


Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

GCC Clause	Information
	All Local Labour shall be recruited through the Community Liaison Officer (CLO) and/or Labour Desk Officer (LDO). The Contractor remains fully responsible for all Local Labour that are employed for the execution of the Works, as if they were the Contractor's own labour.
4.11.1	<p>Add the following to this clause: Competent Employees shall include, amongst others, the following Key Personnel:</p> <ul style="list-style-type: none"> • Contracts Manager • Site Agent • Safety Officer • Civil, Mechanical, Electrical and C&I Engineering Senior Foremen <p>The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in C1.2.1.2.15 (see below).</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Approved Health and Safety File (Clause 4.3) • Approval of the Environmental File (Clause 4.3) • Initial programme & cashflow projections (Clause 5.6) • Guarantee from Bank or Insurance Company (Clause 6.2) • Insurance of the Works, Plant, etc. (Clause 8.6), including but not limited to: <ul style="list-style-type: none"> ○ SASRIA Policy ○ Liability Insurance ○ Insurance of Construction Machinery and Plant ○ Insurance of Motor Vehicle Liability, etc. • Compliance Certificate in respect of COID • Signed Notification to the Department of Labour • Construction Permit (where applicable). The Employer will require Health and Safety documentation from the Contractor to acquire this permit. • Organogram of resources • Delegation of Authority (on company letterhead) • Subcontract plan / proposal which includes a number of Subcontractors that meet requirements as per conditions of C1.2.1.2.14
5.3.2	The time to submit the documentation required before Commencement of the Works is 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>
5.4.2	The Works will be executed on an operational Wastewater Treatment Works. The Treatment Works shall remain operational at all times, except when written

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
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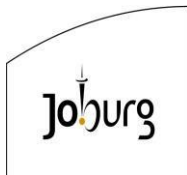


Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

GCC Clause	Information
	permission is granted by the Employer's Agent for any interruption or shutdown. All such interruptions/shutdowns shall be included in the Contractor's Programme.
5.8.1	Starting and finishing times will be determined by the relevant Manager on site based on JW's' needs at the time.
5.8.1	The non-working days are Saturdays and Sundays. The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual "Builder's Break" as defined by SAFCEC on an annual basis.
5.11.1.2	Notwithstanding any other provision of this Contract, the Contractor agrees that there shall be no suspension of the Works due to non-payment by the Employer. The Contractor shall continue to perform the Works as scheduled, regardless of any delays or failures by the Employer to make payments when due.
5.13.1	The penalty for failing to complete the Works is the greater of: An amount equal to the daily Time Related P&G rate (as calculated from the Time Related P&G section in the Bill of Quantities) or R25,000.00 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 the new 2,5ML Forest Hill Tower and Pump station. • Construction, testing & commissioning of all pipework including inlet, outlet, overflow, scour and drainage pipelines. • Installation, testing & commissioning of all valves. • Installation, testing & commissioning of all electrical and C&I infrastructure. • Construction, testing & commissioning of all stormwater infrastructure. • Construction of the guard house (including all civil and electrical infrastructure). • Construction of the telemetry hut (including all civil, electrical and telemetry infrastructure). • Construction of the valve chambers (including all pipework, valves, civil and electrical infrastructure). <p>Construction, Installation, testing & commissioning of all security infrastructure (including fencing, gates, CCTV systems etc).</p>
5.16.3	The latent defects period is 10 years for Civil Engineering works, Five (5) years for Building Works, Three (3) years for Electrical, Control and Instrumentation engineering works and Five (5) years for Mechanical engineering works.
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 On-demand 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.

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Witness:		Witness:	



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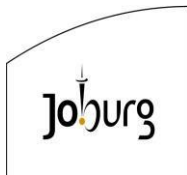


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6.8.2	The contract rates shall be fixed for the first 12 months and thereafter the rates will be adjusted by the change in CPA (as published by Statistics SA and will be fixed for the next 12 months
6.8.3	Price adjustments for variations in the costs 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 to the Contractor is 10%. The limit of retention money is 5% 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"> • The Contractor providing a payment certificate with all required supporting documents to the Employer's Agent on dates to be communicated to the Contractor upon award. • The payment certificate being submitted with an original tax invoice. • A statement being submitted on the last day of the month. <p>Payment will be made within 60 days of receipt of the Contractor's statement.</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.5	<p>Payment of Retention Money</p> <p>Add to Clause 6.10.5 the following:</p> <p>Payment will be subject to Johannesburg Water processes as outlined in clause 6.10.4 as amended.</p>
6.10.6.2	Delete Clause 6.10.6.2
6.11	Delete Clause 6.11
7.8.2	<p>Cost of making good of defects</p> <p>Amend Clause 7.8.2.1 as follows:</p> <p>In the first line, correct the spelling of 'therefore'.</p>
8.1.1	<p>Add to the end of Clause 8.1.1 the following text:</p> <p>"Although the extent of the Works and the Site are located within the boundaries of the Forest Hills Tower and Pumpstation Site, and the Employer may (or may not) provide security for the Tower Site as a whole, the Contractor shall remain solely responsible for the protection of the Works and the Site".</p>
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text:

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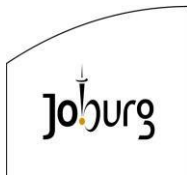


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	"indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).
8.6	<p>Add the following clause to 8.6</p> <p>"In addition to any statutory obligations, or other requirements contained in the Conditions of Contract or in the Insurance Policy and Documents the Contractor shall report in writing to the Employer's Agent every accident within 48 hours of its occurrence, whether such accident is in respect of damage to persons or property. The report shall contain full details of the accident. The Employer's Agent shall have the right to make all and any enquiries either on the Site or elsewhere as to the cause and results of any such accident and the Contractor shall give the Employer's Agent full access and facilities for carrying out such enquiries.</p> <p>The Employer's Agent shall be given full and immediate access to all communication, reports, findings, assessments, etc. between the Contractor and its Insurance Broker (or Insurance Provider), particularly as it relates to the processing and outcomes of any and all claims. The Contractor shall further allow and authorise the Employer's Agent to communicate with its Insurance Broker (or Insurance Provider) to obtain any and all such information as the Employer's Agent deems necessary."</p>
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R 0.00.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is an amount equal to 15% of the Contract Price.
8.6.1.2	<p>Delete clause 8.6.1.2 and replace with the following:</p> <p>"Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA), insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA."</p>
8.6.1.3	The limit of indemnity for liability insurance is R20,000,000 (Twenty million Rand) for any single claim – the number of claims to be unlimited during the Construction and Defects Liability Periods
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract for Construction Works 2015 Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <p>a. The Contractor shall insure all Construction Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be on the Site to the full value thereof. In respect of Machinery and Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be</p>

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	<p>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 indemnity of not less than R2,5 million.</p> <p>d. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.</p> <p>e. Any other Insurance cover that may be deemed necessary by the Contractor to ensure full and successful completion of the Works.</p>
10.4.2	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of ad-hoc Adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes shall be by arbitration.

C1.2.1.2 Additions

The additional Conditions of Contract are:

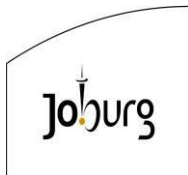
C1.2.1.2.1 Penalties

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

a) Fail to report

- The Employer shall levy a penalty on Contractor, should the latter fail to provide reporting as required in C1.2.1.2.6, C1.2.1.2.14 and the specification highlighted in the Scope of Work, with regard to content and frequency, whilst as per the Pricing Data section no payment for work completed shall be processed.
- The penalty value shall be R5,000.00 per report per occasion; and

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- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
 - i. perform the Works internally or through another Contractor; and
 - ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
 - iii. terminate the Contract.

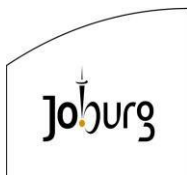
No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control,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

b) Fail to pay any labourer or SMME

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

No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control, provided, however, that in all cases the Contractor has notified the Employer in writing

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within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.

c) Failure to meet target participation by local SMME

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

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

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

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

The Employer will impose a penalty value of R20 000,00 per audit report where a Contractor scores below 85%.

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

e) Failure to meet the Environmental compliance target

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

The Employer will impose a penalty value of R20 000,00 per audit report where a Contractor scores below 85%.

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

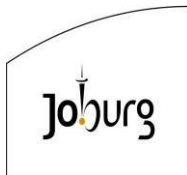
f) Penalties payable

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

g) Penalties irreversible

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

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C1.2.1.2.2 Source of Instructions

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

C1.2.1.2.3 Officials not to Benefit

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

C1.2.1.2.4 Prevention of Corruption

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

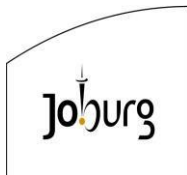
C1.2.1.2.5 Confidential Nature of Documents

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or his duly authorized representative on completion of the Works; their contents shall not be made known by the Contractor to any person other than the personnel of the Contractor performing services under this Contract without the prior written consent of the Employer.

C1.2.1.2.6 Returns of Labour, SMME, Plant, Equipment and Material

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

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C1.2.1.2.7 Materials and Workmanship

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

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

C1.2.1.2.8 Examination of the Work before Covering Up

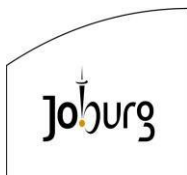
No work shall be covered up or put out of view without the approval of the Employer's Agent or his duly authorized representative and the Contractor shall afford full opportunity for the Employer's Agent or his duly authorized representative to examine and measure any work which is about to be covered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

C1.2.1.2.9 Employer's Agent's Power to Order Removal of Improper Work and Materials

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

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

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C1.2.1.2.10 Default of Contractor in carrying out Employer's Agent's or his Duly Authorized Representative's Instructions

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

C1.2.1.2.11 Date Falling on Public Holiday or Weekend

Where under the terms of the Contract any act is to be done or any period is to expire upon a certain day and that day or that period fall on a day of rest or recognized public holiday or weekend, the Contract shall have effect as if the act were to be done or the period to expire upon the working day following such day.

C1.2.1.2.12 Ambiguities and Inconsistencies

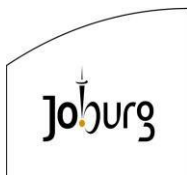
The Employer or the Contractor shall notify the other as soon as either becomes aware of an ambiguity or inconsistency in or between the documents, which are part of this Contract. Governed by the spirit and intention of the Contract, the Employer shall give a binding instruction resolving the ambiguity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

C1.2.1.2.13 False Claims by the Contractor

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

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

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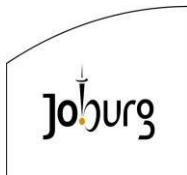
C1.2.1.2.14 Special Conditions

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

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

- An EME or QSE which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are youth;
 - An EME or QSE which is at least 51% owned by black women;
 - An EME or QSE which is at least 51% owned by black people with disabilities;
 - An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - A cooperative which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are military veterans;
 - an EME or QSE .
1. Subcontractors must be chosen from National Treasury's Central Supplier Database which can be accessed on National Treasury's website.
 2. The Contractor will identify subcontracting items or tasks that will meet the subcontracting minimum of 3% of the value of this Contract. In complying with this condition, the following shall be adhered with:
 - The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc.
 - The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the approval of the Employer's Agent.
 - The Employers Agent may assist with identified items for subcontracting, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage.

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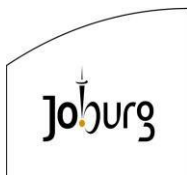


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- In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors.
 - Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer.
 - The Contractor will be liable to pay a penalty if the Subcontracting target of 3% 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 and the actual amount that has been spent on Subcontractors/SMME's by the end of the Contract.
3. A Subcontracting agreement between the Main Contractor and the Subcontractor shall be submitted to JW upon appointment and must include the following minimum information:
- Name of Subcontractor and BBBEE status
 - Subcontractor domicilium and registered address of business, as well as status of compliance with all applicable legal requirements.
 - Area and location of project
 - Scope of Work issued to the Subcontractor
 - Value of the Work issued including P&G's (this information must be submitted in a format that is readily auditable).
 - Assistance provided/to be provided to the Subcontractor by the Contractor, e.g. acquisition of materials, machinery, tools, etc.
 - Indicate the remuneration rate of all local labourers (the latest Gazetted labour rates)

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A
PERIOD OF 36 MONTHS

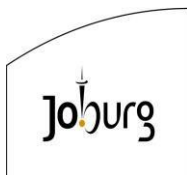


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- A Skills Transfer Plan which will indicate, amongst others, the proposed skills that will be transferred to the Subcontractor, individuals that will be identified for skills transfer, the amount that will be spent by the Contractor on skills transfer, 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: 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.
4. The successful Contractor shall submit periodic SMME/Subcontractor reports to the Employer's Agent as follows:
- Status of progress against the Subcontracting Plan (described above), to the approval of the Employer's Agent
 - Subcontractor domicilium and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.
 - Name of Subcontractor and BBBEE status

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
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- Area and location of project
 - Scope of work issued to the Subcontractor
 - Value of the work issued (this information must be submitted in a format that is readily auditable)
 - Monthly payments made to the subcontractor (this information must be submitted in a format that is readily auditable)
 - Assistance provided to the Subcontractor e.g. advance payments, acquisition of materials, machinery, tools, etc.
 - Performance of the Subcontractor, with evidence to support this performance assessment.
5. Upon completion of the project, the Contractor is required to provide a final report to JW on skills transferred to / acquired by the Subcontractor(s) engaged on the Project, description and value of work performed, as well as their overall performance.
6. The Contractor shall also indicate whether the experience gained by the Subcontractor is sufficient to assist the Subcontractor to improve their CIDB grading, with full details of supporting information.

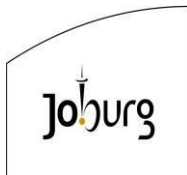
C1.2.1.2.15 Competent Employees

Competent Employees	Qualifications	Experience
Artisan	12.2.2. The tenderer must submit the required qualifications for their personnel. The minimum required personnel is two key personnel: Qualifications of Artisan: Certified copy of Trade Test Certificate and Identity documents : 1 x Electrician and 1 x Fitter/1 x Millwright and 1 x Fitter/ 1 x Electrician and 1 x Millwright	Experience of Artisans: Minimum of three years experience

C1.2.1.2.16 Tie-in Limitations

The connection of new infrastructure to the existing infrastructure is limited to low-flow periods and subject to prior arrangement and approval by the Client.

Employer:		Contractor:	
Witness:		Witness:	



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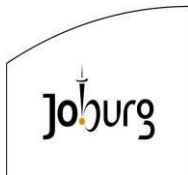
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C1.2.1.3 Variations to General Conditions of Contract

Add the following Table:

3.2.4	<p>Employer's Agent for Health and Safety</p> <p>Replace Clause 3.2.4 with the following:</p> <p>'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:</p> <p>'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</p> <p>2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and</p> <p>2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and</p> <p>2.2.7 "ADDITIONAL RELATED SERVICES",</p> <p>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</p> <p>"shall be excluded from the calculation of the time-span concerned."</p> <p>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:</p> <p>5.1.1.2 The day on which the timespan commences shall be excluded from the calculation of the timespan concerned."</p>

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
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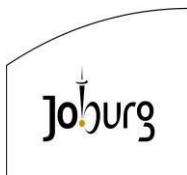


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5.7.1	Rate of progress ON PAGE 25, IN THE TOP PARAGRAPH, FOR THE SENTENCE COMMENCING WITH "Such steps shall..." REPLACE THE SENTENCE "Such steps shall be approved by the Employer's Agent, which approval shall not be unreasonably withheld." WITH "Such steps shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld."
6.5.1.3	Basis of payment for dayworks ON PAGE 40, IN THE LAST LINE OF THE SUB-CLAUSE, REPLACE THE PHRASE "ruling plant hire rates" WITH "ruling construction equipment hire rates"

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24
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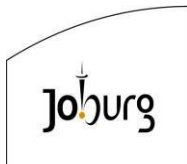
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GCC Clause	Information																
Clause 1.1.9	<p>The name of the Contractor is.....</p> <p>The Contact person is.....</p>																
Clause 1.2.1.2	<p>The address of the Contractor is:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 50%;">Physical Address:</th> <th style="width: 50%;">Postal Address:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Tel:</td> <td>Fax:</td> </tr> <tr><td> </td><td> </td></tr> <tr> <td>Email</td> <td> </td> </tr> </tbody> </table>	Physical Address:	Postal Address:									Tel:	Fax:			Email	
Physical Address:	Postal Address:																
Tel:	Fax:																
Email																	
Clause 6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>The Performance Guarantee shall be irrevocable, On-Demand Performance Guarantee, to be issued exactly in the form of the proforma document provided in favour of the Employer by a Bank or Recognised Financial Institution or Cash in lieu of bond will apply.</p>																
Clause 6.8.3	<p>The variation in cost of special materials is</p> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">Type</th> <th style="width: 20%;">Unit</th> <th style="width: 40%;">Rate</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center; padding-top: 20px;">NOT APPLICABLE</td> </tr> </tbody> </table>	Type	Unit	Rate	NOT APPLICABLE												
Type	Unit	Rate															
NOT APPLICABLE																	

C1.2.2 Part 2: Data Provided by the Contractor

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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Section C1 Forms and Securities

Johannesburg Water (SOC) Ltd



Johannesburg Water

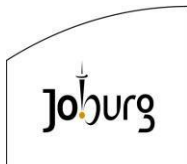
CONTRACT NO: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK
WASTEWATER
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VOLUME 1

PART 1.3: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD OF
36 MONTHS**



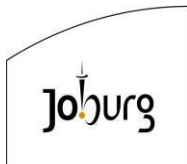
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Section C1 Forms and Securities

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C1.3.2 Blasting Indemnity	C.32
C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993	C.34
C1.3.4 Health and Safety Contract: General Information	C.35

Employer:		Contractor:	
Witness:		Witness:	



**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

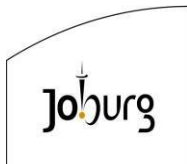
**THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER
THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER**

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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**TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.
PERFORMANCE GUARANTEE**

For use with the General Conditions of Contract for Construction Works, Edition,

GUARANTEE REFERENCE NUMBER: [*]**

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

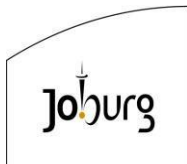
And whereas the Contract requires the Contractor to provide to the Employer an on-demand performance guarantee for the due and proper performance by the Contractor of its obligations in terms of the Contract.

Now therefore:

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

1. To pay the Employer the sum or sums not exceeding the following aggregate amount: R [insert the amount] (the “Guaranteed Amount”) upon receipt of the documents identified in clauses 1.1 to 1.3 below
 - 1.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 1.2;
 - 1.2. A first written demand issued by the Employer to the Guarantor e-mailed to with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 1.1 above and the sum certified has still not been paid;
 - 1.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum.

Employer:		Contractor:	
Witness:		Witness:	



**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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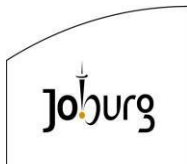


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2. To pay to the Employer the Guaranteed Amount or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor emailed to.....calling up this Performance Guarantee, such demand stating that:
 - 2.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2; or
 - 2.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2; and
 - 2.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
3. To pay to the Employer on demand any sum or sums not exceeding the Guaranteed Amount on presentation of a written demand signed by the Employer (the "**Demand**"), supported by a written statement signed by the Employer certifying that the Contractor, in the opinion of the Employer as at the date of issue of such Demand, is in breach of its obligations under the Contract or that a defect had occurred following the performance by the Contractor of its obligations under the Contract, and without being required to prove or set out the nature of any such breach or defect.
4. Payment by the Guarantor in terms of 1 to 3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
5. The Guarantor hereby acknowledges that:
 - 5.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 5.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
6. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
7. Neither the failure of the Employer to enforce strict or substantial compliance by the Contractor with its obligations under the Contract nor any act, conduct or omission by the Employer prejudicial to the interests of the Guarantor will

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24

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discharge the Guarantor from liability under this Guarantee.

8. This Performance Guarantee, with the required demand notices in terms of 1 to 3, shall be regarded as a liquid document for the purpose of obtaining a court order.
9. This Performance Guarantee is neither negotiable nor transferable.
10. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the date on which the Certificate of Completion of the Works has been issued or payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
11. The Guarantor chooses the physical address **[insert the full physical address]** care of **[insert the full names]**, as well as the e-mail address, for the service of all notices for all purposes in connection herewith.
12. This Guarantor is governed by the laws of the Republic of South Africa and any dispute arising hereunder shall be subject to the jurisdiction of the South African courts. In respect of such proceedings, each of the Parties specifically consents to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

Signed at for and on behalf of

Guarantor's signatory (1)

Name:

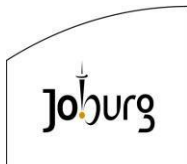
Designation:

Guarantor's signatory (2)

Name:

Designation:

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24

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C1.3.2 Blasting Indemnity

Given by _____

*Company Registration No. _____

Address

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

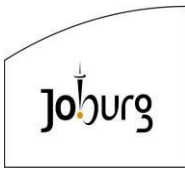
WHEREAS the Contractor has entered into a Contract with the Johannesburg Water (SOC) Ltd (hereinafter called the Employer) for,

_____ and the Company requires this Indemnity from the Contractor

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

THUS, DONE AND SIGNED for and on behalf of the Contractor at _____
on the _____ day of _____, 20____ in the
presence of the subscribing witnesses.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24

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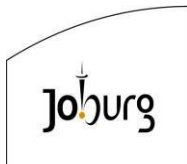
As witnesses:

1. _____
Name & Surname _____ Signature
2. _____
Name & Surname _____ Signature

Duly authorised to sign on behalf of: _____

Address: _____

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993

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

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

Signed this _____ day of _____ at _____

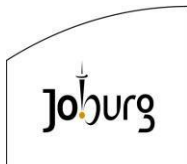
Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

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

Employer:		Contractor:	
Witness:		Witness:	



**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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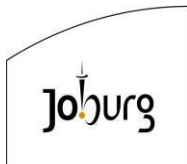
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C1.3.4 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is **JW14402: TURFFONTEIN CORRIDORS OF FREEDOM – WATER - UPGRADE (FOREST HILL TOWER AND PUMP STATION), JOHANNESBURG SOUTH**
11. The area in which the work is to be conducted is Forest Hill (Rifle Range Rd)
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health

Employer:		Contractor:	
Witness:		Witness:	



**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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equipment shall be issued by the Contractor to all persons working on or coming into the area.

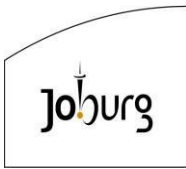
C1.3.4.1 Occupational Health and Safety Indemnity Undertaking

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

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

Signed at _____ This _____ day of _____

Employer:		Contractor:	
Witness:		Witness:	



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Signature

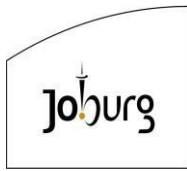
Capacity

As witnesses:

1 _____

2 _____

Employer:		Contractor:	
Witness:		Witness:	



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Section C2 Pricing Data

Johannesburg Water SOC Ltd



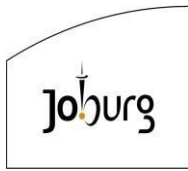
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VOLUME 1

PART 2: PRICING DATA

Employer:		Contractor:	
Witness:		Witness:	



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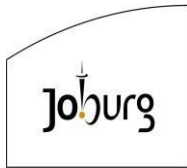
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Section C2 Pricing Data

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Employer:		Contractor:	
Witness:		Witness:	



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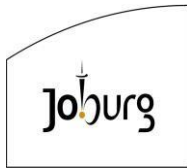
C2 PRICING DATA

C2.1 Pricing Instructions

C2.1.1 General preamble to the bill of quantities (Engineering works)

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

Employer:		Contractor:	
Witness:		Witness:	



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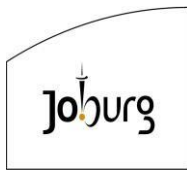
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- h) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- i) The units of measurement described in the Bill of Quantities are metric units. Alternatives used are as follows:

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

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

Unit	:	The unit of measurement for each item of work as defined in the SANS 1200.
Quantity	:	The number of units of work for each item.
Rate	:	The agreed payment per unit of measurement.
Amount	:	The product of the quantity and the agreed rate for an item.
Lump sum	:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

Employer:		Contractor:	
Witness:		Witness:	



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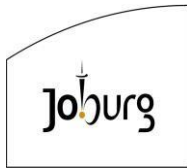


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Section C2 Pricing Data

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

Employer:		Contractor:	
Witness:		Witness:	



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C2.1.2 Sufficiency of tender

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

C2.1.3 Special payment conditions

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

C2.1.3.1 Applicability of payment items

All payment items forming part of this Contract shall not apply to ordered Works completed by the Contractor under this Contract, where completed Works:

- are not completed to acceptable quality;
- are not issued by the Employer's Agent;
- are still within the defects and liability period; or
- are not accepted by the Employer's Agent or his duly authorised representative.

C2.1.3.3 Working outside normal hours

The additional costs, if any, to perform works outside normal working hours shall be deemed to have been allowed for in the provided activity pricing rates and/or prices.

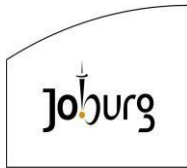
C2.1.4 SMME Portion of the Works

A portion of the works must be allocated for completion by appointed SMMEs.

The Main Contractor shall retain liability and responsibility for the management, scheduling, and quality control of all works performed by the sub-contractors. After appointment of the Main Contractor, Johannesburg Water will supply the Main Contractor with a list of SMMEs which the Main Contractor can approach to provide rates for the items envisaged for subcontracting. The Main Contractor will be expected to conduct a competitive process to recommend a Sub-Contractor or Sub-Contractors to Johannesburg Water. Johannesburg Water will then evaluate all rates provided by the Sub-Contractor for fairness. Johannesburg Water will then either a) approve the appointment of the Sub-Contractor or Sub-Contractors or b) enter into negotiations with the Main Contractor and Sub-Contractor / s or c) request that the Contractor recommend a different Sub-Contractor.

Further an allowance has been made for the Contractor to complete the following tasks:

Employer:		Contractor:	
Witness:		Witness:	



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- The Contractor shall ensure that the Sub-Contractor(s) complies with paying all amounts due in respect of his employees and himself in terms of all relevant legislation and regulations including, but not confined to, the
 - Income Tax Act, the
 - Compensation for Occupational Injuries and Diseases Act,
 - Unemployment Insurance Act,
 - Basic Conditions of Employment Act
- Monitoring of the Quality of Work completed by the Sub-contractor/SMME
- Skills transfer during the execution of the project
- Compliance with all aspects of the Scope of Work
- Assistance with sourcing of applicable material in line with the technical data sheets

Further an allowance has been made for “Training” – this is related to CETA accredited training which is to be agreed with the Employer during project execution. No amount can be claimed under this item for on-site or on-the-job training, only for accredited training which the SMME receives.

PRICING INSTRUCTIONS

Complete all sections of the Pricing Schedule form provided in the tender document.

Ensure all costs are included in your pricing, covering both direct and indirect expenses (e.g., materials, labor, overheads).

Prices must be stated as firm throughout twelve-month period as detailed in schedule of quantities.

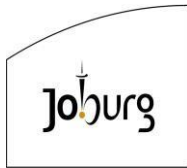
Indicate if prices include Value Added Tax (VAT). Most tenders require VAT-inclusive pricing to avoid calculation errors by the evaluation committee.

Factor in current market conditions, material costs, labor rates, and other variables that may affect pricing.

Avoid underpricing or overpricing; ensure your bid is competitive while sustainable for your business.

Region Preference and Priority

Employer:		Contractor:	
Witness:		Witness:	



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NB: bidders will be awarded per region as outlined in award strategy.

Priority Sequence: Indicate the order of priority for the Regions you have selected. For example, if you choose Northern Region, Southern A and B, prioritize them as outlined the table below the BoQ.

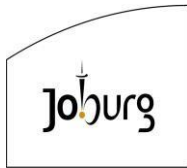
Multiple Region Selection: You are allowed to choose more than one Region. If you select multiple Regions, ensure that you clearly state the priority sequence among them.

Award Strategy: Your preference and priority sequence will be used to inform our award strategy.

REGION PREFERENCE AND PRIORITY

No	Region	Regions Offered (Tick Regions offered as outlined in the pricing instructions)	Priority (Select your preference or priority each stating from no. 1 to 3)
1	North Region		
2	South Region A		
3	South Region B		

Employer:		Contractor:	
Witness:		Witness:	



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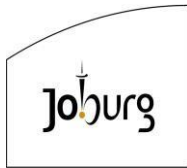
BILL OF QUANTITIES

YEAR 1

NORTHERN REGION

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							
3.5	Transport (light vehicle)	km	1						

Employer:		Contractor:	
Witness:		Witness:	



Contract:
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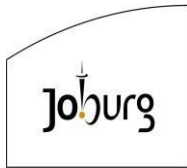


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Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
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**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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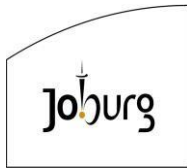


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NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truckrate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day ra

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT NO: JW OPS 066/24

REPAIRS AND MAINTENANCE OF BULK WASTEWATER
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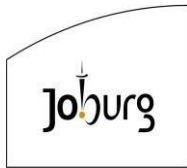
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Section C2 Pricing Data

YEAR 2

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	NB: Items under this section are to be charged as percentage of work package cost								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							
3.5	Transport (light vehicle)	km	1						

Employer:		Contractor:	
Witness:		Witness:	



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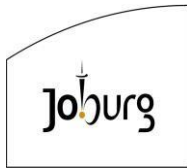


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Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
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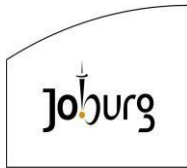
Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truck rate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day rate.

YEAR 3

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

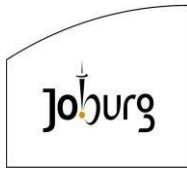


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.5	Transport (light vehicle)	km	1						
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

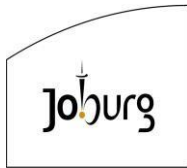


Volume 1 Tender and Contract

Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truckrate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day

Employer:		Contractor:	
Witness:		Witness:	



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REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS



Volume 1 Tender and Contract

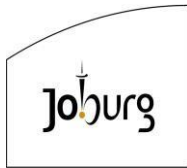
Section C2 Pricing Data

SOUTHERN REGION A

Year 1

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

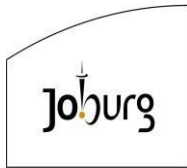


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.5	Transport (light vehicle)	km	1						
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

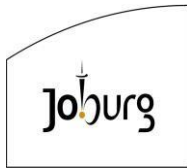


Volume 1 Tender and Contract

Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truckrate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day rate

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT NO: JW OPS 066/24

REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS



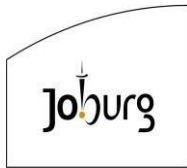
Volume 1 Tender and Contract

Section C2 Pricing Data

YEAR 2

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

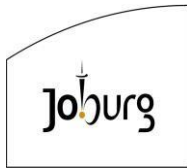


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.5	Transport (light vehicle)	km	1						
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
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**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**



Volume 1 Tender and Contract

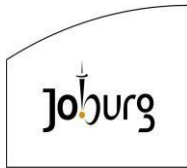
Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truck rate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day rate.

YEAR 3

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							
3.5	Transport (light vehicle)	km	1						

Employer:		Contractor:	
Witness:		Witness:	



Contract:
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**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

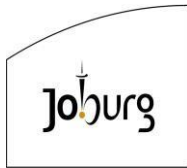


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day	1						
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

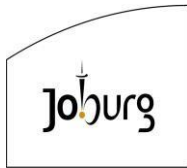


Volume 1 Tender and Contract

Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truckrate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day ra

Employer:		Contractor:	
Witness:		Witness:	



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REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS



Volume 1 Tender and Contract

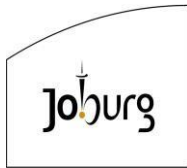
Section C2 Pricing Data

SOUTHERN REGION B

YEAR 1

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr	1						

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

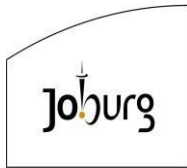


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.5	Transport (light vehicle)	km	1						
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day	1						
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

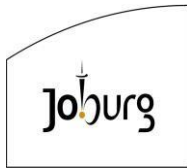


Volume 1 Tender and Contract

Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truck rates must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day rate

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT NO: JW OPS 066/24

REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS



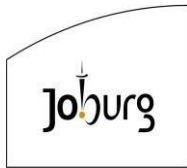
Volume 1 Tender and Contract

Section C2 Pricing Data

YEAR 2

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	NB: Items under this section are to be charged as percentage of work package cost								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							
3.5	Transport (light vehicle)	km	1						

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

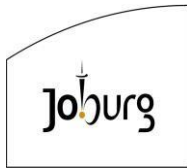


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**



Volume 1 Tender and Contract

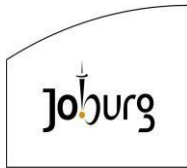
Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truck rate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day rate.

YEAR 3

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	<u>NB: Items under this section are to be charged as percentage of work package cost</u>								
1.1	Compliance with the Occupational Health, Safety and Environment	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote	sum	1						
2.2	Strip and repairs	sum	1						
2.4	Workshop machining, retrofitting and fabrication (turning, milling, drilling and grinding)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan (Electrician, Welder, Fitter, Instrument Mechanician, Carpenter, Pipe Fitter, Plumber)	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA Technician	hr	1						
3.4	General Assistant	hr							
3.5	Transport (light vehicle)	km	1						

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**

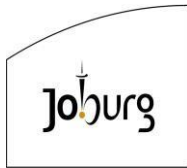


Volume 1 Tender and Contract

Section C2 Pricing Data

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
4	SECTION 4: PLANT AND EQUIPMENT								
4.1	Heavy Transport/Crane Truck - 10T and above	km	1						
4.2	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.3	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
4.4	Articulating boom lift (min 10m height) – wet rate plus operator	day	1						
4.5	Truck mounted lifting boom (min 10m height) - wet rate plus operator	day							
4.6	Small Portable pump	day	1						
4.7	Large Portable pump	day	1						
4.8	Air Compressor (15-20 cfm)	day	1						
4.9	Air compressor (20-35 cfm)	day	1						
4.10	Construction flood lights	day	1						
5	<u>SECTION 4: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
5.1	Mark up for spare parts and new equipment, materials.	Sum	1	_____ %					
5.2	Mark up for replacement parts used for repairs and maintenance.	Sum	1	_____ %					

Employer:		Contractor:	
Witness:		Witness:	



Contract:
JW OPS 066/24

**REPAIRS AND MAINTENANCE OF BULK WASTEWATER
PUMPSTATIONS AS AND WHEN REQUIRED FOR A PERIOD
OF 36 MONTHS**



Volume 1 Tender and Contract

Section C2 Pricing Data

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively. Mobile crane truckrate must include a wet plant, qualified operator/driver and necessary rigging/slinging team and equipment. Establishment cost must be included in day rat

Employer:		Contractor:	
Witness:		Witness:	

Johannesburg Water SOC Ltd



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VOLUME 2

PART 3: SCOPE OF WORK

Employer:		Contractor:	
Witness:		Witness:	



C3 SCOPE OF WORK

PORTION 1: PROJECT SPECIFICATION

PS.1 DESCRIPTION OF THE WORKS

CONTRACT DESCRIPTION

The main objective of the project is to undertake repairs and maintenance of bulk wastewater pumpstations and associated components/equipment at various Wastewater Treatment Works in line with the latest relevant Particular Specifications of Johannesburg Water (SOC) Ltd.

5.1. Overview of the Works

The scope of work to be performed under this contract include mechanical and electrical repair works for bulk wastewater pump-stations. The works shall be executed on existing infrastructure and certain sections of the existing installation may be live during installation. The prospective tenderers shall take into consideration all safety precaution requirement in compliance with the Occupational Health and Safety Act, 85 of 1993 with associated Regulations. The work is to be carried out at various Wastewater Treatment Works in the following facilities:



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No	WORKS/PLANT					
	NORTHERN	OLIFANTSVLEI	BUSHKOPPIE	GOUDKOPPIES	DRIEFONTEIN	ENNERDALE
1	Hydro Conveyor Pump Station	Inlet Screw Pump Station	Bio 1 Screw Pumpstation	H.O.W. Degritter Blower Pumpstation	VFA Pump Station	Emergency Dam Pump 1
2	TPA Pump Station	Thickened WAS Pump Station	Bio 2 Screw Pumpstation	Digester Feeder Pumpstation	Emergency Dam Pump Station	Emergency Dam Pump 2
3	Digested Sludge Pump Station	Digester Sludge Distribution (DSD) Pump Station	Bio 3 Screw Pumpstation	Digester Blower House A	Unit 1 WAS Pump Station	Irrigation Pump
4	SNL Pump Station	Sludge Pump Station	Bio 4 Screw Pumpstation	Digester Blower House B	Unit 2 WAS Pump Station	Analyzer Pump 1
5	Night Soil Pump Station	Elutriation (ET) Pump Station	Pumpstation 3 Et Tanks Area	Digester Cooling Tower A Pumpstation	Scum Pump Station	Analyzer Pump 1
6	Marlene Pump Station	Wash Water Pump Station	Pumpstation 2 Pst Area	Digester Cooling Tower B Pumpstation	Raw Sludge Pump Station	MONO PUMP 1
7	Dam 01 Pump Station	Combined WAS Pump Station	2x 0.55kw Pst 1 And 2 Motors	Boiler House A	Lime Plant Pump Station	MONO PUMP 2
8	ET Pump Station	Combined Effluent Pump Station	Pumpstation 1 Pst Area	Boiler House B	WST Pump Station	Wash water pump No1
9	Raw Sludge Pump Station	Unit 3 Bio 1 Screw Pump Station	Pumpstation 4 Pst Area	Caustic Soda Plant Pumpstation	Washwater Pump Station	Wash water pump No2
10	WAS Thickener Overflow Pump Station	Unit 3 Bio 2 Screw Pump Station	Pst Valve Station	Raw Sludge Pumpstation	Digester 1 Heat Exchanger Pumps	Balancing Tank Pump 1
11	WML Pump Station	Unit 3 Bio 3 Screw Pump Station	Balancing tank Pumpstation	Bioreactor 1 Return Sludge Screw pump Station	Digester 2 Heat Exchanger Pumps	Balancing Tank Pump 2
12	Washwater Pump Station	Unit 2 Bio 1 Screw Pump Station	Final Effluent Pumpstation	Bioreactor 2 Return Sludge Screw pump Station	Boiler Pumps	Balancing Tank Pump 3

No	WORKS/PLANT					
	NORTHERN	OLIFANTSVLEI	BUSHKOPPIE	GOUDKOPPIES	DRIEFONTEIN	ENNERDALE
13	ET Pump Station	Unit 2 Bio 2 Screw Pump Station	Digester 1 Sludge Circulation Pump 1	Bioreactor 3 Return Sludge Screw pump Station		Balancing Tank Pump 4
14	Raw Sludge Pump Station	Raw Sludge pump Station	Digester 1 Sludge Circulation Pumps Pump 2	Bioreactor 1 Clarifier Sample Pumpstation		HOW Washer Compactor Pump Station
15	WML Pump Station	Van Wyk Pump Station	Digester 2 Sludge Circulation Pump 1	Bioreactor 2 Clarifier Sample Pumpstation		
16	WST Pump Station	Digester Feeder Pump Station	Digester 2 Sludge Circulation Pump 2	Bioreactor 3 Clarifier Sample Pumpstation		
17	Dam 02 Pump Station	Thickened Raw Sludge Pump Station	Digester 3 Sludge Circulation Pump 1	Ferric Plant 1 Pumpstation		
18	WAS Pump Station	Emergence Dam Pumps	Digester 3 Sludge Circulation Pump 2	Ferric Plant 2 Pumpstation		
19	ET Pump Station	Liquor Treatment Pump Station	Digester 4 Sludge Circulation Pump 1	Effluent Pumpstation		
20	Final Effluent Pump Station	Effluent Filtration Pump Station	Digester 4 Sludge Circulation Pump 2	DBF Pumpstation		
21	Washwater Pump Station	Lime Screw Pump	Hot water Pumpstation (5 pumps)	Final Effluent Pumpstation (GFE)		
22	DAF Underflow Pump Station	Sludge Pumps Station	Digester Feed Pump Station	Maze 2 Pumpstation		
23	Sludge Feed Pumps	Wash Water Pump Station	Digester feed pump 1	W.A.S. Pumpstation		
24	Washwater Pump Station	Poly Dosing Pumps	Digester feed pump 2	Sludge Transfer Pumpstation		
25	Boiler Pumps	Poly transfer pumps	Digested Sludge Pump Station	D.W.B Washwater Pumpstation		
26	Digester 1 Heat Exchanger Pumps	Effluent Pump Station	Digested Sludge Pump 1	D.A.F. Effluent Pumpstation		

No	WORKS/PLANT					
	NORTHERN	OLIFANTSVLEI	BUSHKOPPIE	GOUDKOPPIES	DRIEFONTEIN	ENNERDALE
27	Digester 2 Heat Exchanger Pumps	MOL Transfer pumps	Digested Sludge Pump 2	Poly Pumpstation – North		
28	Digester 3 Heat Exchanger Pumps	Makeup Water Pumps	Lime Slurry Pump Station	Poly Pumpstation - South		
29	Digester 4 Heat Exchanger Pumps	Poly Dilution Water Pumps	Lime Slurry Pump 1	G.T.L. Pumpstation		
30	Digester 5 Heat Exchanger Pumps		Lime Slurry Pump 2	B.P.U. Pumpstation		
31	Digester 6 Heat Exchanger Pumps		SNL Pump 1	Stormwater Pumpstation		
32	Digester 1 Mixing Pump		SNL Pump 2			
33	Digester 2 Mixing Pump		SNL Pump 3			
34	Digester 3 Mixing Pump		Hydro Conveyor Pump Station			
35	Digester 4 Mixing Pump		Misgund Pump Station			
36	Digester 5 Mixing Pump		Overflow Dam Pump Station			
37	Digester 6 Mixing Pump		Pump 1			
38	Hydro Conveyor Pump Station		Pump 2			
			Final Effluent Pump Station			
			Wash Water Pump Station (HOW)			
			Sludge Screen Wash Water Pumps			



5.1.1. Scope of Contract

The scope of work under this project will be on a live, operational site and the proposed tenders must therefore take cognizance of this fact when compiling their respective Occupational Health and Safety Plans and shall accommodate appropriate working procedures. It is considered essential that the final effluent quality shall take precedence over the contractor's rate of progress when performing the work and the contractor shall therefore in the construction programme make adequate allowance. The scope of work to be performed under this contract shall consist of the electrical and mechanical works as described below:

Strip and Quote: Strip, assess, inspect, test, define the problem, define the scope and submit quote and reassemble.

Strip, quote and repair: Strip, assess, inspect, test, define the problem, define the scope and submit quote, repair, reassemble, re-install, test and commission.

Pump inspection, removal, and re-installation

- Inspection: check for wear on components like impellers, shafts, sleeves, wear rings or plates. Look for signs of cavitation or corrosion¹
- Pump removal: Regularly remove to inspect and maintain them. Ensure electrical isolation before removal
- Pump re-installation: re-install the pump after inspection, repairs or maintenance.

Chamber Cleaning

- Debris removal: Use appropriate equipment to remove silt and debris from the chambers
- General cleaning: washing down walls and clean chamber walls thoroughly to prevent buildup including cleaning of other related equipment.

Valve Maintenance

- Valve exercise: Regularly exercise valves to ensure they operate smoothly.
- Inline valve checks: Inspect inline valves for proper function.
- Valve pressure/leak testing

Level Switch Checks

- Verify that level switches are functioning correctly after cleaning the chamber.

Electrical System Checks and repairs

- Conduct regular electrical inspections:
 - Test motor windings for continuity and undertake repairs if needed
 - Check wiring integrity and undertake repairs if needed
 - Ensure capacitors are functioning correctly

Mechanical Component inspections and replacements

- Inspect seals/gaskets, bearing; replace if damaged.
- Tighten loose connections in pump housings/connections.
- Replace worn-out parts such as seals, gaskets, or bearings promptly.

Pumpstation Civil and building works: This will include general pump station minor building repairs, signage maintenance (supply, deliver and install) , pump stands maintenance and repairs etc. The scope of work be extended to include pipe work and pipeline work. This will include repair and replacements of the leaking pipes, pipe specials/fittings and pipeline sections, damaged or missing pipework supports,

Pump replacement and associated components such as pipework, valves, electric actuators etc. at the pump stations.

Measuring devices associated with pumpstations: repairs, maintenance and calibration of all measuring devices installed upstream, inside and downstream pumpstations.

Specialized work to be approved

Troubleshooting Common Issues:

Clear blockages

Overheating

- Ensure proper ventilation around pumps.
- Inspect cooling systems; clean clogged fins/filters if necessary.

Leaks

- Tighten loose connections in pump housings/connections.

Record Keeping:

- Maintain detailed records of all maintenance activities performed on the station.

Safety Protocols:

- Ensure all work is conducted with appropriate safety measures in place, especially during confined space entry operations at pump chambers.

Spare, replacements parts and tools

- Supply, delivery, offload or install spare/replacement parts and

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tools used for the repairs and maintenance of pumpstations (gas-detectors, adjustable wrenches, toolbox complete with standard tools, etc.)

5.1.2. Location of the Works

The work is to be undertaken in the following facilities/Wastewater Treatment Works:

Region	Works/Site:	Physical Address:
North Region	Driefontein Works	Portion 55 of Farm (Clinic Rd, Muldersdrift), Driefontein 179IQ
	Northern Works	William Nicol Ext (Diepsloot), (R511 ± 8km north of Fourways)
South Region A	Goudkoppies Works	Cnr East Street & Gibbs Road Devland
	Olifantsvlei Works	Cavendish Street Ext, Olifantsvlei 316-IQ, Portion RE/2/316, (Adjacent to Nancefield Industrial Sites)
South Region B	Bushkoppie Works	Cnr Golden Highway, R553 and Stockwell Avenue, Eldorado Estates
	Ennerdale Works	Portion 48 of Farm, Elandsfontein 30810



5.2. ENGINEERING

5.2.1. Employer's Design

The scope of work shall be executed on existing infrastructure and the design shall be largely based on equipment installed in the plant for the purpose of execution of the scope of works. The intention is to retain as much as it is possible the current equipment design as it is. Any deviation shall be approved by the Employer's representative before execution.

5.2.2. Drawings

Not all as-built drawings are available

5.3. PROCUREMENT

5.3.1. Purchasing of Equipment

The Contractor is required to purchase the materials and equipment necessary for the Contract at the earliest possible date in the interest of minimising procurement lead-time. The Contractor must strive to keep the lead-time as minimum as possible by prioritising procurement of all the long lead items. Payment for materials and equipment shall only be effected under the following conditions:

- If the Contractor work has been completed and handover of the completed section to the Works as detailed under this project specification has been approved.
- If the Contract has delivered ordered materials or equipment as detailed in the official purchase order/instruction.

5.3.2. Guarantee of Equipment

It is an express condition of this Contract that the guarantee period on all equipment given by the suppliers to the Contractor shall only commence once the equipment is in full operation and has been formally handed over. Certificate of Completion / Partial Certificate must be signed in the format agreed with the Employer's Representative.

5.3.3. Particulars of Equipment Offered

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Technical information regarding offered equipment must be supplied to the Employer's Representative before orders are placed. The Employer's Representative must first approve the technical information on the offered equipment. Where applicable the Employer's Representative may request specific Quality Control Plans.

5.3.4. Subcontracting

No subcontracting is envisaged in this Contract. However, should subcontracting take place the Contractor shall be solely responsible for the supervision of and payments to such Sub-contractor(s) and any approval of a subcontractor by the Employer's Representative shall not indemnify the Contractor from any of his liabilities in terms of his agreement with the subcontractor and delivery of this project scope of works.

5.4. SITE WORKS

5.4.1. Particular Generic Specifications

The material and equipment supplied and repaired under this contract will be done so in line with the latest versions of Johannesburg Water particular generic specifications/standards. JW authorised representative will share the applicable particular generic specifications/standards per work package issued to the service provider. The requirements of such documents shall be taken into account when work packages are quoted by the service provider.

5.4.2. Plant and Materials

Johannesburg Water shall have the right to refuse acceptance of any material, equipment or workmanship which is found to be unsound, damaged or contrary to the specification, or which is found during tests in situ to be defective or in any way contrary to the specification due to causes within the Contractor's control or responsibility. All material, equipment or construction rejected by the Employer's Representative shall be replaced or repaired by the Contractor at his own expense to the satisfaction of the Employer's Representative, whose decision with regard to this matter shall be binding on the Contractor.

All materials used shall be the best of their respective kinds and shall be suitable for working at the temperatures involved under all working conditions, without distortion,

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deterioration, or the setting up of undue stresses in any part and without impairing the efficiency or reliability of the plant and the strength of its component parts.

5.4.3. Construction Equipment

Construction equipment necessary to complete the works as set out in this contract shall be supplied and operated by the Contractor. The cost associated with the use of construction equipment shall be for the expense of the Contractor.

5.4.4. Existing Services

The existing treatment works must remain in operation during the execution of the contract. The Employer must have access to the works at all times. The Contractor shall take precautions to prevent any damage to existing services. Any damages, which might occur, shall be repaired at the cost of the Contractor, to reinstate the services to that of the original status prior to the commencement of the Contract. Any damages to existing services or equipment must be repaired within 24 hours.

5.4.5. Site Establishment, Facilities Available and Required

5.4.5.1. Water Supply

Water is available on site.

5.4.5.2. Power Supply

5.4.5.2.1. Supply of Electricity

Electricity is available on site. However, there are instances where alternative power supply will be required.

5.4.5.2.2. Lifting Equipment

Lifting equipment necessary to complete the works as set out in this contract shall be supplied and operated by the Contractor. The cost associated with the use of lifting equipment shall be for the expense of the Contractor.

5.4.5.2.3. Site Office, Store and Housing

The Contractor must provide their own working facilities, storage facilities and housing if they shall so need them. There shall be no space available for on-site housing.

5.4.5.2.4. Temporary Works

No temporary works are envisaged under this Contract. No equipment intended for permanent installation shall be operated for temporary purpose without the written permission of and in complete agreement with stipulations as set forth by the Employer's Representative

5.4.5.2.5. Telephone Facilities

The Contractor shall be responsible for arranging his own telephone facilities and shall be responsible for all costs relating thereto.

Ablution Facilities

Ablution facilities are available on site.

5.4.5.2.6. Storage Facilities

Contractor must provide their own storage facilities.

5.4.5.2.7. Facilities for the Contractor

If the Contractor provides these, the Contractor must maintain and remove his own facilities to the satisfaction of the Employer's Representative. Erection of any facilities must first be approved by the Employer's Representative.

5.4.5.2.8. Waste Disposal Sites

The Contractor shall make his own arrangements for disposal of any waste generated while on site. Disposal shall take place at an approved Site. No approved Sites are available within the Works terrain.

5.4.5.2.9. Permits and Wayleaves

All equipment removal from the Works shall be in accordance with the Works removal permit processes/procedures and only the Johannesburg Water's representative nominee for the project shall sign the removal permit.

No wayleaves are envisaged under the Contract.

5.4.5.2.10. Alterations, Additions, Extensions and Modifications to Existing Works

These will only be limited as per the scope of works as described.

5.4.5.2.11. Site Security

The contractor shall at all times remain liable for the safety and security of their own personnel



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and belongings, and any material or equipment not yet handed over while at JW premises.

5.5. MANAGEMENT OF THE WORKS

5.5.1. Planning and Programming

The Contractor shall submit a programme of the work package to the Employer's Representative. Thereafter, the Contractor may not deviate from his proposed sequence of work package execution without the prior approval of the Employer's Representative. The programme submitted shall show all milestone dates such as commencement, ordering dates, site delivery dates, and completion dates. The work package shall be executed within a period approved from date of received of the official appointment. The programme shall consider that the work is to be performed on a live plant and that shutdowns must be agreed to and approved by the Employer's Representative beforehand.

5.5.2. Methods and Procedures

The Contractor may be required to supply detailed method statements, complete with resources, detailing how he intends to complete the work on the appointed scope of works/work packages. All method statements must be approved the Employer's Representative.

5.5.3. Quality Plans and Control

Quality plans and the control shall be in accordance with the requirements of the Generic Particular Specifications as compiled. Every work package issued under this contract must have a unique quality control plan in a written format. All quality plans must be approved by the Employer's Representative before any works commence either on site or off site. The quality control plans shall be completed and inserted in the data books before commissioning.

5.5.4. Format of Communications

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All communication shall be in writing. The format of all communication shall be as approved by Employer's Representative.

5.5.5. Management Meetings / formal correspondence

The Contractor shall be required to attend any kick-off meeting as per the request of the Project Manager before any works start. The Contractor shall also be required to attend all progress and technical meetings as and when required until the end of the contract. Record of the meetings and formal correspondence shall be kept by the Employer's Representative for record purpose.

5.5.6. Forms for Contract Administration

The Employer shall provide all standard forms for equipment removal. The Contractor shall be required to also provide standardized format for purpose of quality control and record keeping.

5.5.7. Job Records

The Contractor shall be required to keep record of activity in agreed format. The activity report shall be submitted to the Employer's Representative for signature as per agreed hold-on points. Records shall include all on-site and off-side activities in compliance to approved quality control plans. These records shall include but not limited to all material deliveries, components certificate, and technical data sheets, equipment delivered to site or storage and installed.

5.5.8. Reports

When reports are requested, the contractor shall submit electronic copy of all reports requested by JW Representative/Project Manager.

5.5.9. Project Team

The contractor shall also ensure that they will always have enough qualified personnel to attend to JW's contractual needs.

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Electrical installation work shall not be performed without the general control of an Installation Electrician or Master Installation Electrician.

Low voltage maintenance work shall not be performed without the direct supervision of a person who possesses an electrical trade test certificate.

Medium voltage maintenance work shall not be performed without the direct supervision of a person who possesses an electrical trade test certificate and has valid certificates in ORHVS Authorised Person.

MV cable jointing shall only be performed under direct supervision of a person who possesses an electrical trade test certificate, valid ORHVS Authorised Person and valid medium voltage cable jointing certificate.

MV cable termination shall only be performed under direct supervision of a person who possesses an electrical trade test certificate, valid ORHVS Authorised Person and valid medium voltage cable termination certificate

5.5.10. Safety Plan

The Contractor shall be required to compile a Health and Safety plan in accordance with the JW OHS specifications issued out with this tender. A comprehensive risk assessment shall be done on every site before any work may commence. Site-specific Permit-to-Work and Lockout procedures and other JW's site-specific HSE Rules must be followed at all times. All health and safety risks shall be reported to the JW person responsible for that site.

5.6. Support Response Times

The Contractor must comply with the following response times throughout the contract duration. The Contractor is to advise the Project Manager timeously about any potential challenges which may affect compliance of response times

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Support Type	Maximum Response Times
Submission of normal service quotation	5 working days
Submission of emergency service quotation	Immediately after troubleshooting is completed.
Start of site work after Purchase Order is issued by JW	3 working days
Start of emergency work	Immediately after JW has formally approved quotation
Response for normal service request	24 hours
Response for emergency service request	4 hours
Supply, delivery and offload materials, tools and spare parts after obtaining official	14 working days
Delivery of long lead equipment after purchase order is issued by JW	12 weeks

5.7. Site Security

The contractor shall remain liable for the safety and security of their own personnel and belongings, while at JW premises, at all times. All equipment or items not yet handed over to JW shall be for the security of the contractor.

5.8. Duration of Contract

This contract is for thirty-six (36) months, on as and when required, otherwise specified in the allocation strategy.

6. Equipment Specification

All equipment offered by the Contractor shall be as per the Bill of Quantities and technical specifications.