

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW OPS 078/24

CLOSING DATE 27 MAY 2026

CLOSING TIME: 10:30 AM

DESCRIPTION: REPAIRS AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT FOR BULK WASTEWATER WORKS ON 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	COMPULSORY
BRIEFING DETAILS	<p>DATE AND TIME: 24 APRIL AT 13:00 ADDRESS: NORTHERN WASTEWATER TREATMENT WORKS, SCHOOL ROAD, DIEPSLOOT VENUE : AUDITORIUM</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 and also wear the PPE</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 THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME.</p> <p>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM</p>

BIDDER INFORMATION				
NAME OF BIDDER				
NO. OF DOCUMENTS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		MAAA No	
OTHER STATUS	COIDA No.		CIDB No	

EMPLOYER INFORMATION			
DEPARTMENT	OPERATION	DEPARTMENT	SCM
CONTACT PERSON	Thabiso Thabeng	CONTACT PERSON	Gcina Ndela
TELEPHONE NUMBER	011 510 2602	TELEPHONE NUMBER	011 688 1796
E-MAIL ADDRESS	thabiso.thabeng@jwater.co.za	E-MAIL ADDRESS	gcina.ndela@jwater.co.za



TENDER COVER PAGE



NOTE: DOCUMENTS MAY BE DOWNLOADED FROM THE JOHANNESBURG WATER WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

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

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

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT (ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB).

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

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

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

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER COVER PAGE
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)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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



Contract JW OPS 078/24
REPAIRS AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT
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 078/24 REPAIRS AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT FOR BULK WASTEWATER WORKS ON 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 (<https://www.johannesburgwater.co.za/scm/supply-chain/tenders/all-open-tenders/>) starting from 10 April 2026.

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 Johannesburg Water by no later than 10:30 am on 27 May 2026.

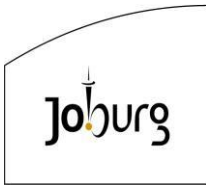
Address is as follows:

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

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

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

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



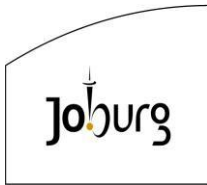
Johannesburg Water SOC Ltd



CONTRACT NO: JW OPS 078/24

**REPAIRS AND MAINTENANCE OF ELECTRO-
MECHANICAL EQUIPMENT
VOLUME 1**

TENDER AND CONTRACT



Contract J W OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract Section T1 Tender and
Contract



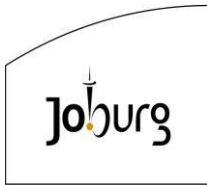
The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender.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

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

Table 1

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	Tender Cover:				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	COIDA Registration Number			•	
	Tax SARS PIN No.	•	•		
MAAA No. for Tax Compliant Status		•			
2.	Mandatory Documents at Particular Stage:				
	Attendance of Compulsory Briefing Meeting - if mandatory	•			
	Price Schedule completed and signed	•			
	completed BoQ (All rates offered and signed)	•			
3.	Administrative Documentation:				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			
	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 3.1 - Pricing Schedule – Firm Prices (Purchases) completed and	•	•		

Employer:		Contractor:	
Witness:		Witness:	

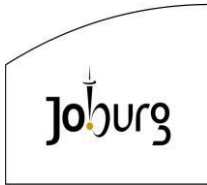


Contract J W OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract Section T1 Tender and
Contract



No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	signed (Acknowledgement that rates will be fixed for duration of contract).				
	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 5 - Declaration for procurement above R10 Million (all applicable taxes included) Completed and signed.	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR	•	•		

Employer:		Contractor:	
Witness:		Witness:	



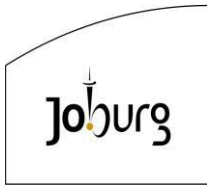
**Contract J W OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment**

Volume 1 Tender and Contract Section T1 Tender and Contract



No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.				
	3-year financial statements (audited where applicable) if MBD 5 is applicable	•	•		
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•			
	Occupational Health and Safety Declaration form – if applicable	•	•		
	Joint Venture, consortium or equivalent agreement – if applicable	•	•		
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1- Contactable reference letters	•			
	Documentary Evidence Required for Criteria 2- Contactable reference letters	•			
	Documentary Evidence Required for Criteria 3- <i>Certified Copy of qualifications to accompany the CVs</i>	•			
5.	Specific Goals:				
	Businesses located within the boundaries of Gauteng Province - Proof of municipal account / valid lease agreement, letter confirming the lease agreement, letter from the Ward Counsellor confirming the business address.	•			
	SMME (EME or QSE) owned by 51% or more - Black People-- Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under	•			

Employer:		Contractor:	
Witness:		Witness:	

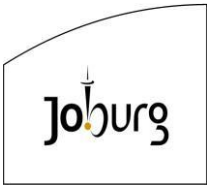


**Contract J W OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract Section T1 Tender and Contract**



No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	oath				
6.	Scope of Work:				
	Scope of Work and or Specifications	•			
7.	Pricing Schedule:				
	Pricing Schedule completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
	Bill of Quantities	•			
8.	Terms and Conditions:				
	General Conditions of Contract	•			
	Special Conditions of Contract	•			
9.	Other Documents				
	Letter of Award			•	
	Form of Acceptance – for infrastructure			•	
	Bank Details Form			•	
	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)			•	

Employer:		Contractor:	
Witness:		Witness:	



Contract J W OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract Section T1 Tender and Contract



Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price, points for specific goals and MBD6.2 Local Production and Content.

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

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

Signature: _____ Date _____

Employer:		Contractor:	
Witness:		Witness:	



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City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall
65 Ntomi Piliso Street
Newtown
Johannesburg

Johannesburg Water
PO Box 61542
Marshalltown
2107

Tel +27(0) 11 688 1400
Fax +27(0) 11 688 1528

www.johannesburgwater.co.za

JOHANNESBURG WATER POPIA PRIVACY STATEMENT

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

1. Privacy Notice applies to:

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

2. Definitions of personal information

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

3. About the Public Entity

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

3.1 The information we collect

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

3.2 How Johannesburg Water use your information

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

3.3 Disclosure of information

We may disclose your personal information to our Shareholder, the City of Johannesburg, and other Government agencies such as National



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City of Johannesburg

Johannesburg Water SOC Ltd

Turbine Hall
65 Ntengi Piliso Street
Newtown
Johannesburg

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Marshalltown
2107

Tel +27(0) 11 688 1400
Fax +27(0) 11 688 1528

www.johannesburgwater.co.za

Treasury, and the Auditor-General of South Africa. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

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

3.4 Information Security

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

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept secure. We will ensure that anyone whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

3.5 Your rights: Access to Information

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

3.6 Correction of your personal information

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



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City of Johannesburg

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3.7 How to contact us

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

Name of authorised person:.....

Signature:.....

Date:.....

**DATA SUBJECT CONSENT WITHDRAWAL FORM
IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF
2013 (POPIA)**

CONSENT

Ia natural person “herein referred to as the “Data Subject” with identification number hereby withdraw my consent to process my personal information by Johannesburg Water SOC Ltd (Responsible Party). Therefore, Johannesburg Water SOC Ltd. no longer has my consent to process my personal information for the intended purpose

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

which was previously granted using the DATA SUBJECT CONSENT FORM.

The withdrawal of consent does not affect the lawfulness of the processing activities up to the date on this form.

Details of Data Subject

Name and surname:

Identification number:

Date of Birth:

Residential address:

.....

.....

Contact number(s):

E-mail address:

Relationship to Responsible Party:

Signed at _____ on this _____ day of _____ 20__

Signature of Data Subject

Information Officer/Deputy
Johannesburg Water SOC Ltd.

PROOF OF GOODSTANDING WITH MUNICIPALITY ACCOUNTS

The tenderer is to affix to this page:

- Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;
- Signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts

Note:

1. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Note 1 will be applicable.
6. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Note 1 will be applicable.

PROOF OF GOODSTANDING WITH MUNICIPALITY ACCOUNTS

7. Where a municipal account submitted for purposes of compliance is in the name of a Trust, the bidder must submit the following documentation in order to establish the relationship between the director and the Trust and to confirm that municipal obligations are in order:

a) Municipal Account

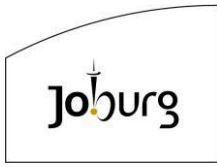
- A valid municipal account issued in the name of the Trust must be submitted.
- The municipal account must not be older than three (3) months from the date of the request.
- The account must not be in arrears, or alternatively, proof must be provided that arrangements have been made with the relevant municipality for payment of overdue amounts.
- Where the director occupies or resides at the property owned by the Trust and a valid lease agreement exists between the Trust and the director, a copy must be submitted as supporting documentation

b) Proof of Trusteeship

- In order to establish the relationship between the director and the Trust, the bidder must submit a Letter of Authority issued by the Master of the High Court, confirming the appointment of the director as a trustee of the Trust.
- The name of the Trust reflected on the Letter of Authority must correspond with the name of the Trust appearing on the municipal account submitted.

c) Affidavit by the Director

- The director concerned must submit a sworn affidavit confirming that:
 - The property reflected on the municipal account is owned by the Trust;
 - The director is a duly appointed trustee of the Trust;
 - The director resides at, occupies, or has a direct interest in the property reflected on the municipal account; and
 - The municipal account submitted is the only applicable municipal account relating to the director's municipal obligations.



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Johannesburg Water (SOC) Ltd

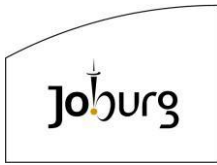


CONTRACT NO: JW OPS 078/24

**REPAIRS AND MAINTENANCE OF
ELECTRO-MECHANICAL EQUIPMENT**

VOLUME 1

PART 1: TENDERING PROCEDURES



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
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Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
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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.

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> <p>Volume 4</p> <p>Tender Drawings</p>
C.1.4	<p>The Employer's representative is:</p> <p>Contact Person: Thabiso Thabeng</p> <p>Telephone: 011 510 2602</p> <p>E-mail address: thabiso.thabeng@jwater.co.za</p> <p>The SCM representative is:</p> <p>Contact Person: Gcina Ndela</p> <p>Telephone: 011 688 1796</p> <p>E-mail address: Gcina.ndela@jwater.co.za</p>

Employer:		Contractor:	
Witness:		Witness:	



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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 7EP/ME 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; and ii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 7EP/ME class of construction work as defined on the table below. <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:	

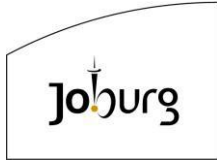


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Clause Number	Tender Data
C.2.11	<p>The evaluation on price alteration will be conducted as follows:</p> <p>Where the tender award strategy is to evaluate and award per item or category, the following must apply:</p> <ul style="list-style-type: none"> 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.2.13.2	<p>Tenderers who fail to complete and sign the Form of Offer will be eliminated.</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:	

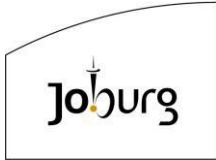


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Clause Number	Tender Data
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Ground Floor Entrance</p> <p>Physical address: Johannesburg 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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Clause Number	Tender Data
	<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>

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	<p>Accept that:</p> <ul style="list-style-type: none"> i) No Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. ii) No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders "
C.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state</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; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>"In the service of the state" means to be -</p> <ul style="list-style-type: none"> i) a member of: - <ul style="list-style-type: none"> • any municipal council. • any provincial legislature; or • the National Assembly or the National Council of Provinces. ii) a member of the board of directors of any municipal entity. iii) an official of any municipality or municipal entity. iv) an employee of any national or provincial department. v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). vi) a member of the accounting authority of any national or provincial public entity; or vii) an employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.</p>
C.2.26	<p>Add the following new clause:</p> <p>"Awards to close family members of persons in the service of the state</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

Employer:		Contractor:	
Witness:		Witness:	



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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> <ul style="list-style-type: none"> i) Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document.
C.3.2	<p>Replace the contents of the clause with the following:</p> <p>“If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.”</p>
C.3.4.2	<p>Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers’ names and total prices, where practical, will be read out</p>
C.3.9	<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.

Employer:		Contractor:	
Witness:		Witness:	



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	<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 border="1" style="width: 100%; border-collapse: collapse;"> <tr style="background-color: #cccccc;"> <td style="width: 50%;"></td> <td style="width: 50%;"></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>Specific Goals and Pricing Evaluation</td> </tr> </table> <p>Stage 1: Mandatory Evaluation</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th colspan="2" style="text-align: center;">Description</th> <th colspan="2" style="text-align: center;">Complied</th> </tr> <tr style="background-color: #cccccc;"> <th style="text-align: center;">No</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>CIDB grading 7EP/ME or higher. Active Status at the required CIDB grading at the time of Evaluation</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Attendance of Mandatory Tender Briefing Meeting</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>completed BoQ (All rates offered and signed)</td> <td></td> <td></td> </tr> </tbody> </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	Specific Goals and Pricing Evaluation	Description		Complied		No	Description	Yes	No	1	CIDB grading 7EP/ME or higher. Active Status at the required CIDB grading at the time of Evaluation			2	Attendance of Mandatory Tender Briefing Meeting			3	completed BoQ (All rates offered and signed)		
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Clause No.	<u>Tender Data</u>				
	<u>Stage 2: Administrative Evaluation</u>				
	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		
	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 BBBEE Certificate issued by SANAS accredited verification agency showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		

Employer:		Contractor:	
Witness:		Witness:	

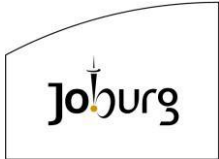


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Clause No.	<u>Tender Data</u>			
	Annexure – Proof of Specific Goals	Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	Submit applicable documentation with the tender submission	
	Annexure T2.2.4	Municipal statement of account for tendering entity (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 T2.2.4	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission	
	Annexure	3-year financial statements (audited where applicable)	Submit applicable documentation with the tender submission	
	Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	Submit applicable documentation with the tender submission	
	T 2.3.2	Acknowledgement of Tender Drawings	Complete and submit signed T 2.3.2 Form	
	T 2.3.1	Returnable Annexure A: Acknowledgement of SHE Specification & Annexures	Complete and submit signed T 2.3.1 Form	
	T2.1.1	Record of Addenda to Tender Documents	Complete and submit complete and signed form	
<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>				

Employer:		Contractor:	
Witness:		Witness:	



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Clause No.	<u>Tender Data</u>					
	<u>Stage 3: Technical Evaluation</u>					
	The following aspect will be considered during the Technical Evaluation:					
	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 electro-mechanical equipment.	The Tenderer (Company) must provide relevant Contactable reference letters provided it complies with the information required in the reference letter which proves that they have executed and completed the required works (projects) as outlined in Criteria 1. <i>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. The Information provided will be verified and if found to be false or misrepresented, punitive</i>	Total Number of successful completed projects in respect to installations/repairs/refurbishments/maintenance of electro-mechanical equipment experience. Less than three (3) projects Three (3) to five (5) projects More than five (5) projects	40	
						0
						30
						40

Employer:		Contractor:	
Witness:		Witness:	



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Clause No.	<u>Tender Data</u>				
			<i>measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.</i>		
2.	Financial Capacity The Tenderer (Company) to demonstrate successful completion of at least one completed project is R3 million or above in relation to the scope of work.	The reference letters submitted in criteria 1 will be used for criteria 2	Total combined rand value of successfully completed project(s) in relation to relevant scope of work All projects' Rand value are below R3 million Total Rand value of at least one completed project is R3 million or above but less than R6 million Total rand value of at least one completed project is R6 million or above.	30	0 22.5 30
3.	Qualifications and Experience of 2 x Artisan in performing electro-mechanical repairs/installation/maintenance Trade Test Certificates: 1 x Electrician trade test certificate and 1 x Fitter trade test certificate	Tenderer must provide CV's of 2 x Artisans (Electrician and Fitter) in the format given on Tender document as well as certified copies of the Artisans required qualifications.	Artisans' Qualifications (Trade Test Certificates) and Experience in performing the required scope of work. No qualification and less than three (3) years' experience Minimum qualification and Three (3) years' experience or more but less than five (5) years' experience	30	0 22.5

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment



TENDERING DATA
Volume 1 Tender and Contract
Section T1 Tender and Contract

Clause No.	<u>Tender Data</u>				
			<p><i>Note: Tenderers may provide their own CVs, but information provided should contain all information in CV provided on Tender document</i></p> <p><i>Note: Certified Copy of qualifications to accompany the CVs</i></p>	Minimum qualification and Five (5) years' experience or more	30
MINIMUM QUALIFYING SCORE					75
TOTAL					100
<p>Tenderers who FAIL to meet the technical criteria or requirements (75 minimum Score) of tender will be disqualified.</p> <p>Note: It is the Tenderer's responsibility to ensure that the Contactable Reference is contactable. A reference check with the Tenderer's reference will be done for the recommended Tenderers the Contactable Reference will have 5 working days from time of request by Johannesburg Water to confirm, in writing, the information on the Contactable Reference letter. Failure to confirm the reference by the Tenderer's reference contact within the stipulated time will result in the points for contactable reference not being allocated to the Tenderer</p>					

Employer:		Contractor:	
Witness:		Witness:	



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> <p>1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM</p> <p><u>The following preference point systems are applicable to all bids:</u></p> <ul style="list-style-type: none"> - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). - The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. JW will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the Bid Evaluation Committee will depend on verification documentation submitted. - Only tenderers that have completed and signed MBD 6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing. <p>(a) The values of this bid is estimated to be above R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable respectively.</p> <p>(b) Preference points for this bid shall be awarded for:</p> <p style="padding-left: 40px;">Price; and Specific Goals.</p> <p>(c) The maximum points for this bid are allocated as follows:</p> <p style="padding-left: 40px;">Rand value above R50 000 000 (all applicable taxes included).</p> <table border="1" style="margin-left: 40px; border-collapse: collapse; width: 60%;"> <tbody> <tr> <td style="padding: 2px;">Price</td> <td style="padding: 2px; text-align: center;">90</td> <td style="padding: 2px; text-align: center;">80</td> </tr> <tr> <td style="padding: 2px;">Specific goals</td> <td style="padding: 2px; text-align: center;">10</td> <td style="padding: 2px; text-align: center;">20</td> </tr> </tbody> </table> <p>(d) Failure on the part of a bidder to submit proof of specific goals points claimed in MBD 6.1 will not result in disqualification but will result in points not being awarded for Specific Goals.</p>	Price	90	80	Specific goals	10	20
Price	90	80					
Specific goals	10	20					

Employer:		Contractor:	
Witness:		Witness:	



Clause number	Tender Data
	<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> <ul style="list-style-type: none"> I. Ownership by black people II. Black Designated Group: <ul style="list-style-type: none"> Ownership by black people that are unemployed Ownership by black people who are youth Ownership by black people living in rural or underdeveloped areas or townships Ownership by black people with disabilities Ownership by black people who are military veterans Cooperative owned by black people <p>Gender:</p> <ul style="list-style-type: none"> I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African. <p>Disability:</p> <ul style="list-style-type: none"> I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons. <p>Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,</p> <p>Local Manufacture:</p> <ul style="list-style-type: none"> I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth.

Employer:		Contractor:	
Witness:		Witness:	



Clause number	Tender Data
	<p>Locality:</p> <p>I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:</p> <ul style="list-style-type: none"> • Promotion of enterprises located in the Gauteng Province • Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G) • Promotion of enterprises located in the City of Johannesburg municipality • Promotion of enterprises located rural or underdeveloped areas or townships. <p>Qualifying Small Enterprises (QSE)</p> <p>I. Promotion of procurement from QSE's that are black owned.</p> <p>Exempted Micro Enterprises (EME):</p> <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>

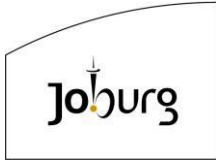
Employer:		Contractor:	
Witness:		Witness:	



TENDERING DATA
Volume 1 Tender and Contract
Section T1 Tender and Contract

Clause number	Tender Data																										
	<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> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 30%;">The specific goals allocated points in terms of this tender</th> <th style="width: 15%;">Number of points allocated (90/10 system)</th> <th style="width: 15%;">Number of points allocated (80/20 system)</th> <th style="width: 15%;">Number of points claimed (90/10 system) (To be completed by the tenderer)</th> <th style="width: 25%;">Number of points claimed (80/20 system) (To be completed by the tenderer)</th> </tr> </thead> <tbody> <tr> <td>Businesses located within the boundaries of Gauteng Province</td> <td>6</td> <td>12</td> <td></td> <td></td> </tr> <tr> <td>SMME (EME or QSE) owned by 51% or more - Black People</td> <td>4</td> <td>8</td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>10</td> <td>20</td> <td></td> <td></td> </tr> </tbody> </table> <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: 30%;"></th> <th style="width: 70%;"></th> </tr> </thead> <tbody> <tr> <td>Businesses located within the boundaries of Gauteng</td> <td>Proof of municipal account / valid lease agreement, , letter confirming the lease agreement, letter from the Ward Council confirming the business address. Businesses that operate from personal properties are required to submit an affidavit</td> </tr> <tr> <td>SMME (EME or QSE) owned by 51% or more - Black People</td> <td>Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable</td> </tr> </tbody> </table> <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</p>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	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	6	12			SMME (EME or QSE) owned by 51% or more - Black People	4	8			Total	10	20					Businesses located within the boundaries of Gauteng	Proof of municipal account / valid lease agreement, , letter confirming the lease agreement, letter from the Ward Council confirming the business address. Businesses that operate from personal properties are required to submit an affidavit	SMME (EME or QSE) owned by 51% or more - Black People	Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable
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Employer:		Contractor:	
Witness:		Witness:	



Clause number	Tender Data																																																																																								
	<p>Venture and one party is located within the boundaries of Gauteng Province and one is located in Free State, if one of the goals is locality and has total points of 3, the JV will only be entitled the proportional points of 1,5.</p> <p>The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Affidavit Prescribed Formats</th> <th style="width: 20%;">Category</th> <th style="width: 40%;">Financial Threshold</th> </tr> </thead> <tbody> <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> </tbody> </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
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Employer:		Contractor:	
Witness:		Witness:	



TENDERING DATA
Volume 1 Tender and Contract
Section T1 Tender and Contract

Clause number	Tender Data			
	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 20%; text-align: center;">BO EME</td> <td style="width: 30%; text-align: center;">Less than R10m</td> </tr> </table>		BO EME	Less than R10m
	BO EME	Less than R10m		
	<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 in a 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 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>			

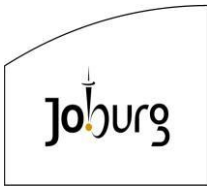
Employer:		Contractor:	
Witness:		Witness:	



Clause number	Tender Data
	“Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that they will provide the necessary insurance cover, the Employer will require under the contract.”
C.3.13.1	<p>Add to the existing clause:</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer submits a valid SARS tax Compliance status Pin for tenders issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) Proof of CSD registration i.e., MA xxxxx number; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Demand Performance Guarantee to the format included in Part T2.2.22 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
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



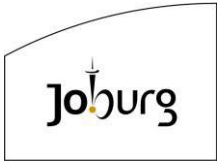
CONTRACT NO: JW OPS 078/24

**REPAIRS AND MAINTENANCE OF ELECTRO-
 MECHANICAL EQUIPMENT**

VOLUME 1

**RETURNABLE DOCUMENTS
 AND
 SCHEDULES**

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Returnable Documents



The tenderer must complete the following returnable documents:

T2.1 LIST OF RETURNABLE DOCUMENTS

Returnable Schedules required for tender evaluation purposes

<u>Document</u>	<u>Page No.</u>
T2.1.1 Record of Addenda to Tender Documents	RD.4
T2.1.2 Certificate of Authority	RD.5
T2.1.3 Compulsory Enterprise Questionnaire	RD.10
T2.1.4 Preferential Procurement	RD.13
MBD 6.1 Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	RD.14
MBD 4 DECLARATION OF INTEREST	RD.21
MBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	RD.24
MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)	RD.26
MBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	RD.29
T2.1.5 Proposed Amendments and Qualifications	RD.32
T2.1.6 Schedule of the Tenderer's Experience	RD.34
T2.1.7 Contactable Reference -	RD.35

T2.2 LIST OF OTHER RETURNABLE DOCUMENTS

Other documents required only for tender evaluation purposes

<u>Document</u>	<u>Page No.</u>
T2.2.1 Contractor's Certificate of Registration With CIDB	RD.42
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration	RD.43

T2.3 LIST OF RETURNABLE SCHEDULES

Other documents that will be incorporated into the contract

<u>Document</u>	<u>Page No.</u>
T2.3.1 Returnable Annexure A: Acknowledgement of SHE Specification & Error! Reference source not found.	RD.45 RD. Error! Bookmark not defined.
Error! Reference source not found.	RD. Error! Bookmark not defined.

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Returnable Documents



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

Returnable Schedules required for tender evaluation purposes:

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Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Returnable Documents



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.		Z
2.		
3.		
4.		
5.		
6.		
7.		
8.		

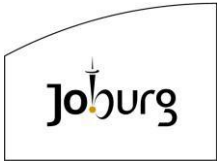
Attach additional pages if more space is required.

Signed: Date:

Name: Position:

Tenderer:

Employer:		Contractor:	
Witness:		Witness:	



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T2.1.2 CERTIFICATE OF AUTHORITY

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (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. JWOPS 078/24 and any contract resulting from it on behalf of the company.

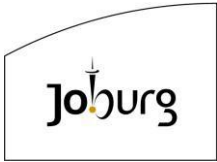
Chairman:

As Witnesses: 1

2

Date:

Employer:		Contractor:	
Witness:		Witness:	



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(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

Employer:		Contractor:	
Witness:		Witness:	



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(III) Certificate For Partnership

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

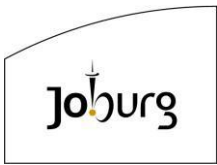
....., **hereby authorize Mr/Ms**

acting in the capacity of....., to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

Employer:		Contractor:	
Witness:		Witness:	



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(IV) Certificate For Joint Venture

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms, authorised signatory of the company.....

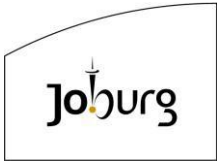
....., acting in the capacity of lead partner, to sign

all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

Employer:		Contractor:	
Witness:		Witness:	



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(V) Certificate For Sole Proprietor

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

Signature of Sole Owner:

As Witnesses: 1

2

Date:

Employer:		Contractor:	
Witness:		Witness:	



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 i.e. MA xxxxxxxx number.

SARS Tax Compliance status Pin number

Section 6: Record in the service of the state

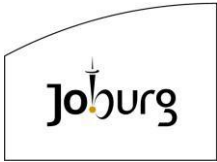
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



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*insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

- 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
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Employer:		Contractor:	
Witness:		Witness:	



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Signed: Date:

Name: Position:

Enterprise name:

Employer:		Contractor:	
Witness:		Witness:	



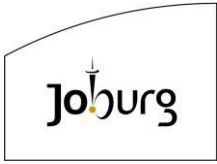
T2.1.4 PREFERENTIAL PROCUREMENT

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

Form No.	Form Title	Description	Page No.
MBD 6.1	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022	Procedures and adjudication criteria for the information of the Tenderer	RD.14
MBD 4	DECLARATION OF INTEREST	Form to be completed by the Tenderer	RD.21
MBD 8	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	Form to be completed by the Tenderer	RD.24
MBD 5	DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)	Form to be completed by the Tenderer	RD.26
MBD 9	CERTIFICATE OF INDEPENDENT BID DETERMINATION	Form to be completed by the Tenderer	RD.29

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

Employer:		Contractor:	
Witness:		Witness:	



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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

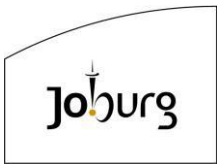
the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)

	POINTS	POINTS
PRICE	90	80
SPECIFIC GOALS	10	20
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.

Employer:		Contractor:	
Witness:		Witness:	



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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 Points Awarded For Price

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

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

:

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

Where

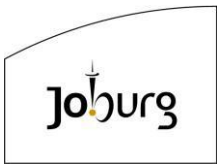
- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

4.1 POINTS AWARDED FOR PRICE

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

Employer:		Contractor:	
Witness:		Witness:	



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80/20 or 90/10

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

Where

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

5. POINTS AWARDED FOR SPECIFIC GOALS

5.1 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:

5.2 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—

- (a) 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,

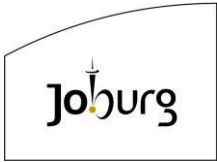
then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

For 80/20 or 90/10 Preference Point Systems

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	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	6	12		
SMME (EME or QSE) owned by 51% or more - Black People	4	6		
Total	10	20		



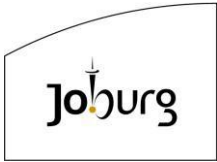
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6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

Employer:		Contractor:	
Witness:		Witness:	



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6.2 Company registration number:

6.3 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]

6.4 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:

.....

.....

.....

Employer:		Contractor:	
Witness:		Witness:	



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6.5 SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.5.2 If yes, indicate:

i) What percentage of the contract will be subcontracted _____

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

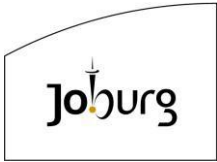
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Employer:		Contractor:	
Witness:		Witness:	



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6.6 DECLARATION WITH REGARD TO COMPANY/FIRM

6.6.1 Name of company/firm:

6.6.2 VAT number registration number:

6.6.3 Company registration number:

6.7 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

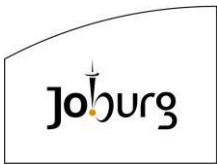
.....

6.9 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

Employer:		Contractor:	
Witness:		Witness:	



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6.10 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) 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;
- iii) If the specific goals points have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p>
<p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

Employer:		Contractor:	
Witness:		Witness:	



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MBD 4

DECLARATION OF INTEREST

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

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, trustee, hareholder²):
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number:
- 3.6 VAT Registration Number:

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

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

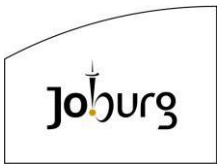
3.8.1 If yes, furnish particulars.....

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



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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

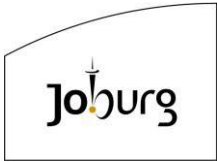
3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state **YES / NO**

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:

Employer:		Contractor:	
Witness:		Witness:	



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

Full Name	Identity Number	State Employee Number

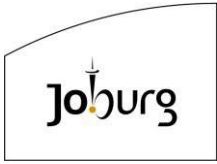
.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Returnable Documents



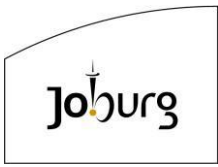
MBD 8

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:		

Employer:		Contractor:	
Witness:		Witness:	



CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
 CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
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Returnable Documents



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.

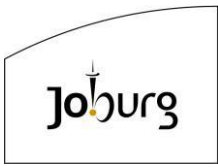
.....

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

.....

Employer:		Contractor:	
Witness:		Witness:	



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4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **YES / NO**

4.1 If yes, furnish particulars

.....

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
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CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
 CORRECT.**

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

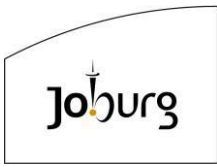
.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
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MBD 9

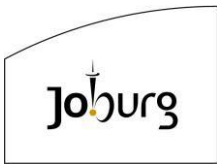
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
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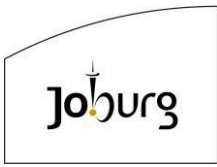


- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

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

..... Signature Date
..... Position Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



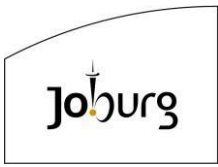
T2.1.5 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
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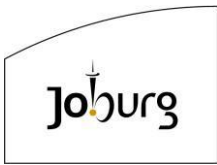


Signed: Date:

Name: Position:

Tenderer:

Employer:		Contractor:	
Witness:		Witness:	



T2.1.7 CONTACTABLE REFERENCE - CRITERIA 1

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Repair and maintenance of electro-mechanical equipment for bulk wastewater works on an as and when required for a period of 36 months.**

Name of Tenderer:

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

.....

Was it a Subcontract (Yes or No)

Location and/ or Coordinates of Project/Works.....

If was a subcontract, Name of Main Client Company (Employer if different from name of client company) and Contact Name and Number.....

Duration: Year-Month-Day when the Goods / Services were. provided

.....

Contract/Project Value:

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

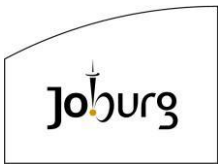
Email:

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.

NB: If the completed project was a subcontract, Reference letter must be accompanied by Main Contractor's Appointment Letter.

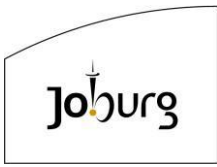
Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
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Returnable Documents



Employer:		Contractor:	
Witness:		Witness:	



T2.1.7 CONTACTABLE REFERENCE - CRITERIA 1

To Johannesburg Water (SOC) Ltd

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Name of Tenderer:

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

.....

Was it a Subcontract (Yes or No)

Location and/ or Coordinates of Project/Works.....

If was a subcontract, Name of Main Client Company (Employer if different from name of client company) and Contact Name and Number.....

Duration: Year-Month-Day when the Goods / Services were. provided

.....

Contract/Project Value:

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

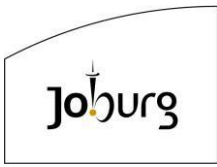
Email:

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NB: IF THE COMPLETED PROJECT WAS A SUBCONTRACT, REFERENCE LETTER MUST BE ACCOMPANIED BY MAIN CONTRACTOR'S APPOINTMENT LETTER.

Employer:		Contractor:	
Witness:		Witness:	



T2.1.7 CONTACTABLE REFERENCE - CRITERIA 1

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Repair and maintenance of electro-mechanical equipment for bulk wastewater works on an as and when required for a period of 36 months.**

Name of Tenderer:

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

Was it a Subcontract (Yes or No)

Location and/ or Coordinates of Project/Works.....

If was a subcontract, Name of Main Client Company (Employer if different from name of client company) and Contact Name and Number.....

Duration: Year-Month-Day when the Goods / Services were. provided
.....

Contract/Project Value:

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

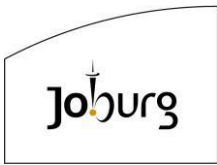
Email:

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.*

NB: *If the completed project was a subcontract, Reference letter must be accompanied by Main Contractor's Appointment Letter.*

Employer:		Contractor:	
Witness:		Witness:	



T2.1.7 CONTACTABLE REFERENCE - CRITERIA 1

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Repair and maintenance of electro-mechanical equipment for bulk wastewater works on an as and when required for a period of 36 months.**

Name of Tenderer:

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

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Was it a Subcontract (Yes or No)

Location and/ or Coordinates of Project/Works.....

If was a subcontract, Name of Main Client Company (Employer if different from name of client company) and Contact Name and Number.....

Duration: Year-Month-Day when the Goods / Services were. provided

.....

Contract/Project Value:

Name of authorised person:

Signature: **Date**

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

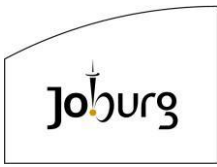
NB: *This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements. A separate form must be completed for each reference as required in the evaluation 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.*

NB: IF THE COMPLETED PROJECT WAS A SUBCONTRACT, REFERENCE LETTER MUST BE ACCOMPANIED BY MAIN CONTRACTOR'S APPOINTMENT LETTER.

T2.2 LIST OF RETURNABLE DOCUMENTS

Other documents required only for tender evaluation purposes:

Employer:		Contractor:	
Witness:		Witness:	



<u>Document</u>	<u>Page No.</u>
T2.2.1 Contractor's Certificate of Registration With CIDB	RD.42
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration	RD.43

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.

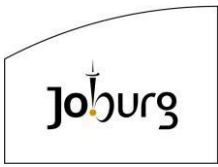
Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submissions must attach a notification from CIDB that their application is being considered.

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

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

DATE:

Employer:		Contractor:	
Witness:		Witness:	



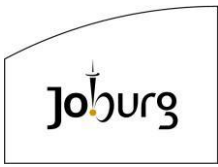
T2.2.2 SARS TAX COMPLIANCE STATUS PIN AND PROOF OF CSD REGISTRATION

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

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

DATE:

Employer:		Contractor:	
Witness:		Witness:	



Contract JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Returnable Documents



T2.3 LIST OF RETURNABLE SCHEDULES

3. Other documents that will be incorporated into the contract

Document

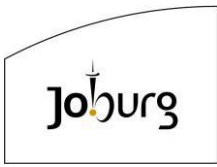
T2.3.1 Returnable Annexure A: Acknowledgement of SHE Specification &
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Page No.

RD.45
 RD.Error!
Bookmark not defined.
 RD.Error!
Bookmark not defined.

Employer:		Contractor:	
Witness:		Witness:	



T2.3.1 RETURNABLE ANNEXURE A: ACKNOWLEDGEMENT OF SHE SPECIFICATION & ANNEXURES

DECLARATION BY CONTRACTOR

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

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

We furthermore commit to:

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

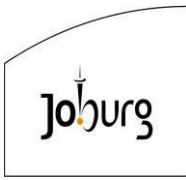
Signed at on this Day of 20.....

Name of tenderer	
Name of Authorized person	
Authorized Signature*	

*Signature must be as per form T2.1.2 as applicable

1

Employer:		Contractor:	
Witness:		Witness:	



Johannesburg Water (SOC) Ltd



CONTRACT NO. JW OPS 078/24
**REPAIRS AND MAINTENANCE OF ELECTRO-
MECHANICAL EQUIPMENT**
VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	

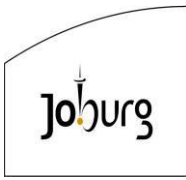
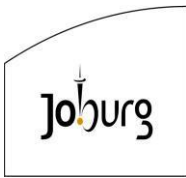


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	Page No.
C1.1 Form of Offer (Acceptance & Agreement)	C.3
C1.1.1 Form of Offer	C.3
C1.1.2 Form of Acceptance	C.4
C1.3 FORMS AND SECURITIES	C.14
C1.3.2 Blasting Indemnity	C.18
C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993	C.20
C1.3.4 Health and Safety Contract: General Information	C.21

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
 Volume 1 Tender and Contract



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 078/24: REPAIRS AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT FOR BULK WASTEWATER WORKS ON 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)

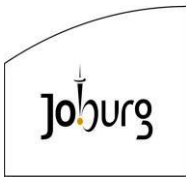
Name and signature of witness

 (Name)

 (Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

C1.1.2 Form of Acceptance

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

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

The terms of the contract are contained in:

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

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

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

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

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

FOR EMPLOYER OFFICIAL USE ONLY

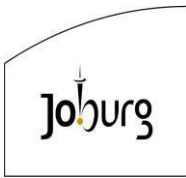
Name(s) _____

Capacity _____

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

(Name and address of organisation)

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract



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Section C1 Agreement and Contract Data

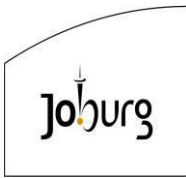
Name and signature of witness

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



C1.2.1.2.14 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:

- 1.1 That "Johannesburg Water (SOC) Ltd" shall herein after being referred to as "JW".
- 1.2 The "Managing Director" shall mean the Managing Director: Johannesburg Water (SOC) Ltd or his authorised representative.
- 1.3 "Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
- 1.4 "Manager" shall mean the JW Regional Maintenance Manager or his authorised representative.

2. PRICE:

- 2.1 All prices shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended.
- 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.
- 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.

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.

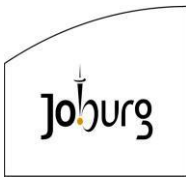
5. COMPLIANCE WITH LEGISLATION:

- 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.
- 5.2 The Contractor shall comply with all the requirements prescribed in the technical specification, unless otherwise stated.

6. SAFETY:

- 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.
- 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.
- 6.3 The Contractor will be required to follow site-specific Health, Safety and Environmental rules.

Employer:		Contractor:	
Witness:		Witness:	



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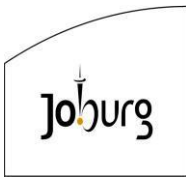
7. INSURANCE AND INDEMNIFICATION:

- 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.
- 7.4 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:

- 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.
 - 8.2.2 Should JW elect to cancel the contract then and in such instance a certificate presented by the Managing Director of JW shall constitute proof of the contractor's indebtedness to JW.
- 8.3 This agreement constitutes the entire agreement between the parties relating to the matter hereof.
- 8.4 No amendment or consensual cancellation of this agreement or any provision or term hereof or of any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any dispute arising under this agreement and no extension of the time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in

Employer:		Contractor:	
Witness:		Witness:	



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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.
- 9.3 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:

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

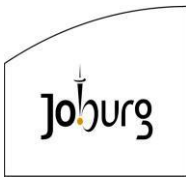
11. WARRANTY

- 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.
- 11.6 Express conditions in contract law refer to specific terms or requirements explicitly stated within a contract. These conditions must be met for the contract to be fulfilled or for certain consequences to occur. Express conditions can include deadlines, quality standards, payment terms, or any other explicitly stated requirements that must be satisfied for the contract to be considered valid or for certain obligations to be triggered.

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

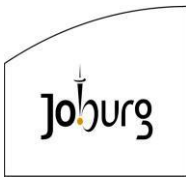
Employer:		Contractor:	
Witness:		Witness:	



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- 12.3 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 shutdowns, 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:** 13.1 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:** 14.1 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:** 15.1 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 a contract with JW with the term and conditions packaged in this document.
- 16. PAYMENT:** 16.1 Payment on this contract will be as follows:
- 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.
 - 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.

Employer:		Contractor:	
Witness:		Witness:	



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17. PENALTIES:

- 17.1 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:
- (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:

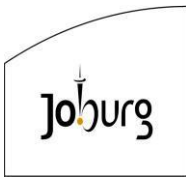
- 21.1 Should the tenderer have any queries regarding this tender he/she must submit these in writing to Mr Thabiso Thabeng via email at thabiso.thabeng@jwater.co.za, or alternatively call at Tel: 011 510 2602 during office hours from 07:30am to 15:30pm Monday to Friday.

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 *domicilium citandi et executandi* 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
 - 22.1.3 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 received by a party shall be adequate written notice or

Employer:		Contractor:	
Witness:		Witness:	



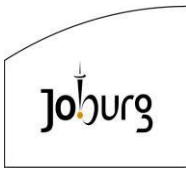
Contract: JW OPS 078/24
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communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

Employer:		Contractor:	
Witness:		Witness:	



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Johannesburg Water (SOC) Ltd

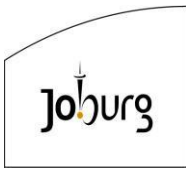


REPAIRS AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT

VOLUME 1

PART 1.3: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	



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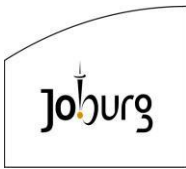
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Employer:		Contractor:	
Witness:		Witness:	



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C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

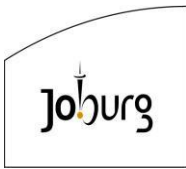
THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

- 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:	



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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**”).

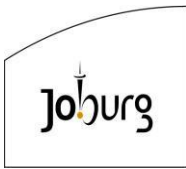
And whereas the Contract requires the Contractor to provide to the Employer an on-demand performance guarantee for the due and proper performance by the Contractor of its obligations in terms of the Contract.

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 towith 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:	



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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.

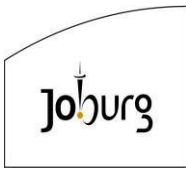
4. Payment by the Guarantor in terms of 1 to 3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

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 discharge the Guarantor from liability under this Guarantee.

Employer:		Contractor:	
Witness:		Witness:	



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- 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:

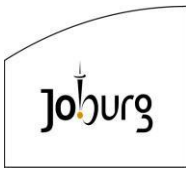
Designation:

Guarantor's signatory (2)

Name:

Designation:

Employer:		Contractor:	
Witness:		Witness:	



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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.

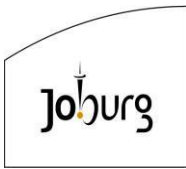
WHEREAS the Contractor has entered into a Contract with the Johannesburg Water (SOC) Ltd (hereinafter called the Employer) for,

_____ 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:	



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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 mandatary”) as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing _____ (mandatary) do hereby acknowledge that _____ (mandatary) 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 _____

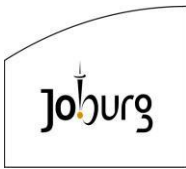
Signature on behalf of mandatary _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatary _____

Good Standing Certificate : yes no (tick one box)

Employer:		Contractor:	
Witness:		Witness:	



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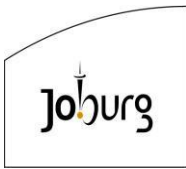
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C1.3.4 Health and Safety Contract: General Information

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
- 11.
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

Employer:		Contractor:	
Witness:		Witness:	



36 MONTHS

Volume 1 Tender and Contract

Section C1 Forms and Securities

C1.3.4.1 Occupational Health and Safety Indemnity Undertaking

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

1. Hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any of the Employer's buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by the Employer; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;

2. And as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, the Employer -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against the Employer and/or any liability that the Employer may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or the Employer's clients or neighbours in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against the Employer and any damages for which I, managers or directors of my firm hold the Employer liable.

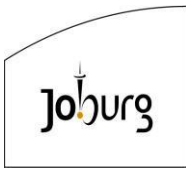
3. My firm's compensation commissioner number is _____ and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.

4. I hereby confirm that I have the authority to sign this indemnity undertaking and that the Employer is not obliged to confirm such confirmation.

Signed at _____ This _____ day of _____

Signature Capacity

Employer:		Contractor:	
Witness:		Witness:	



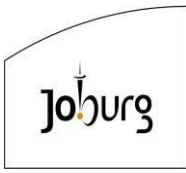
36 MONTHS
Volume 1 Tender and Contract
Section C1 Forms and Securities

As witnesses:

1

2

Employer:		Contractor:	
Witness:		Witness:	



Johannesburg Water SOC Ltd



CONTRACT NO: JW OPS 078/24

**REPAIRS AND MAINTENANCE OF ELECTRO-
MECHANICAL EQUIPMENT**

VOLUME 1

PART 2: PRICING DATA

Employer:		Contractor:	
Witness:		Witness:	

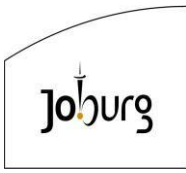
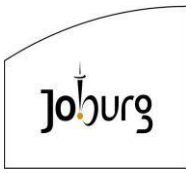


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BILL OF QUANTITIES	PD.7

Employer:		Contractor:	
Witness:		Witness:	



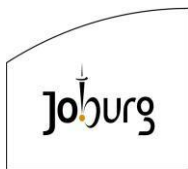
C2 PRICING DATA

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 the Employer’s Agent has confirmed in writing from the Construction Drawings or measurement on Site that such quantities are in fact the correct quantities.
- g) The rates and/or prices to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Section C2 Pricing Data



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:

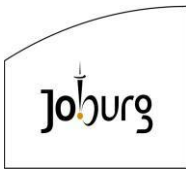
- Unit : The unit of measurement for each item of work as defined in the SANS 1200.
- Quantity : The number of units of work for each item.
- Rate : The agreed payment per unit of measurement.
- Amount : The product of the quantity and the agreed rate for an item.
- Lump sum : An agreed amount for an 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.

k) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause C3.9 of the Tender Data.

l) While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce the scope of works according to the budget, or to terminate this contract

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:	



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 ordered 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

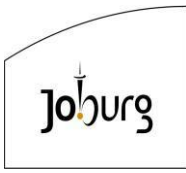
The additional costs, if any, to perform works outside normal working hours shall be deemed to have been allowed for in the provided activity pricing rates and/or prices.

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. All Sub-Contractors shall be appointed as per Johannesburg Standard Operating Procedures (SOP) for SMME appointments. 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.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW OPS 078/24
Repairs and Maintenance of Electro -Mechanical Equipment
Volume 1 Tender and Contract
Section C2 Pricing Data

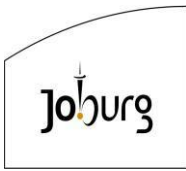


Further an allowance has been made for the Contractor to complete the following tasks:

- The Contractor shall ensure that the Sub-Contractor(s) complies with paying all amounts due in respect of his employees and himself (pay when paid by Johannesburg Water does not apply) 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

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.

Employer:		Contractor:	
Witness:		Witness:	



BILL OF QUANTITIES

Employer:		Contractor:	
Witness:		Witness:	

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		

Signature of person authorized to sign this tender (Pricing Schedule Sign-off):

Name: _____ **Signature:** _____

Date: _____

**BILL OF QUANTITIES
NORTHERN REGION
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>								
	NB: Items under this section are to be charged once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively.

**BILL OF QUANTITIES
NORTHERN REGION
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 once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1						

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.

**BILL OF QUANTITIES
NORTHERN REGION
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>								
	NB: Items under this section are to be charged once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						
3.2	Assistant/Handyman	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

NB: Transport and travel time will be capped at 200km (return).

Signed by the Bidder

Date

**BILL OF QUANTITIES
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>								
	NB: Items under this section are to be charged once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively.

**BILL OF QUANTITIES
SOUTHERN REGION A
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 once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

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.

**BILL OF QUANTITIES
SOUTHERN REGION A
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>								
	NB: Items under this section are to be charged once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
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3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						
3.2	Assistant/Handyman	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

NB: Transport and travel time will be capped at 200km (return).

Signed by the Bidder

Date

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 once a year in the implementation of the contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1						
				_____ %					

NB: Transport and travel time will be capped at 200km (return) and 2 hours (return) respectively.

**BILL OF QUANTITIES
SOUTHERN REGION B
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 once a year in the implementation of this contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.2	Assistant/Handyman	hr	1						
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

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.

**BILL OF QUANTITIES
SOUTHERN REGION B
YEAR 3**

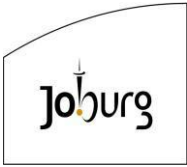
Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
1	<u>SECTION 1: PRELIMINARY AND GENERAL</u>								
	NB: Items under this section are to be charged once a year in the implementation of this contract								
1.1	Compliance with the Occupational Health, Safety and Environment (once off)	Sum	1						
2	<u>SECTION 2: STRIP, QUOTE AND REPAIR</u>								
2.1	Strip and quote (indirect costs)	sum	1						
2.2	Strip, quote and repairs (indirect costs)	sum	1						
2.4	Workshop, repairs, machining, retrofitting and fabrication (turning, milling, drilling, grinding, painting, testing, etc)	hr	1						
3	<u>SECTION 3: LABOUR, TRANSPORT, PLANT AND EQUIPMENT</u>								
3.1	Artisan-Electrician	hr	1						
	Artisan-Fitter	hr	1						
	Artisan Assistant	hr	1						
3.2	Assistant/Handyman	hr	1						

Item	Description	Unit	Qty	Normal Time			Overtime		
				Rate (VAT Excl)	VAT	Rate (VAT Incl)	Rate (VAT Excl)	VAT	Rate (VAT Incl)
3.3	Instrument/PLC/SCADA/ Protection Technician	hr	1						
3.4	Transport (light vehicle)	km	1						
3.5	Heavy Transport/Crane Truck - 10T and above	hr	1						
3.6	50kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.7	100kVA Mobile Diesel Generator – wet rate plus operator	day	1						
3.8	Portable Diesel-driven Pump - suitable to pump sludge and handle solids (minimum 70mm), at least 150mm delivery bore. Rate to include Operator, Operator Assistant(s) and fuel	day	1						
4	<u>SECTION 4: MARK UP</u>								
	Mark up for replacement/spare parts, new equipment, materials used for repairs and maintenance including approved specialised services.	%	1	_____ %					

NB: Transport and travel time will be capped at 200km (return).

Signed by the Bidder _____

_____ Date



Johannesburg Water SOC Ltd



CONTRACT NO: JW OPS 078/24

REPAIRS AND MAINTENANCE OF ELECTRO-MECHANICAL EQUIPMENT

VOLUME 2

PART 3: SCOPE OF WORK

Employer:		Contractor:	
Witness:		Witness:	

1. SPECIFICATIONS

6.1. CONTRACT DESCRIPTION

The main objective of the project is to undertake repairs and maintenance of electro-mechanical equipment and associated fixtures at various Wastewater Treatment Works in line with the latest relevant Particular Specifications of Johannesburg Water (SOC) Ltd.

This is a rate-based contract on an as and when required basis for a period of 36 months.

6.2. OVERVIEW OF THE WORKS

The scope of work to be performed under this contract include undertaking repairs and maintenance of electro-mechanical equipment and associated components/equipment. The work shall be executed on existing infrastructure and certain sections of the existing installation may be live during installation or maintenance, however relevant precaution and lockout procedures outlined in the safety procedures must be adhered to.

The prospective tenderers shall take into consideration all safety precaution requirement in compliance with:

- Act No. 85 of 1993 Occupational Health and Safety Act.
- Relevant SABS specifications and Codes of Practice
- Relevant and latest IEC Specifications and Codes of Practice
- IEC TR61641- Technical report by International Electrotechnical Commission (IEC) providing guidelines for testing enclosed low-voltage switchgear and control gear assemblies under internal arcing conditions.
- SANS 10142-1: Wiring of Premises
- SANS 10142-2: Wiring of Premises
- SANS 780: Distribution Transformers
- SANS 62271: Medium-electro-mechanical equipment switchgear
- National Environmental Management Act (NEMA) - : South Africa's framework legislation for environmental governance, establishing principles for decision-making, sustainable development, and cooperative governance.

Employer:		Contractor	
Witness:		Witness:	

6.2.1. Scope of Contract

This scope of work defines the comprehensive repair and maintenance activities required for all electro-mechanical critical equipment and systems within the wastewater treatment plant over a 36-month period. The primary objective is to ensure continuous, efficient, and compliant operation of the plant's critical treatment units, including the headworks, sedimentation tanks, aeration basins, and all associated components such as piping, instrumentation, and automation systems. The maintenance program will encompass preventive, corrective, and emergency repairs, focusing on mechanical, electrical, chemical dosing, and control systems integral to the treatment process. All work shall be performed in accordance with Johannesburg Water standards, Manufacturer specifications, industry best practices, and applicable environmental and safety standards to guarantee equipment reliability, process optimization, and regulatory compliance.

The maintenance scope covers the entire treatment process starting from the head of works, where screening, conveyor, and de-gritting systems require regular inspection, cleaning, lubrication, and parts replacement to prevent damage to downstream processes. Primary and secondary sedimentation tanks demand routine servicing of mechanical scrapers, sludge removal equipment and components, chemical dosing systems, and related civil structures to maintain treatment efficiency. Aeration basins require specialized attention to blowers, diffusers, mixers, and instrumentation to sustain biological treatment performance. Elutriation tanks and sludge (raw) handling facilities, including digesters must be maintained to ensure effective sludge processing and disposal. Additionally, tertiary treatment units such as filtration and disinfection systems must be maintained to meet effluent quality standards. The dewatering infrastructure treatment is not covered in this scope of work.

Beyond the core treatment units, the scope includes critical ancillary systems such as chemical dosing and storage, odour control, flow equalization tanks, electrical infrastructure, and comprehensive automation and control systems (PLCs, SCADA). This includes calibration of sensors (pH, dissolved oxygen, turbidity, chlorine residual), maintenance of motors, drives, valves, and safety equipment.

Employer:		Contractor:	
Witness:		Witness:	

Complementing technical maintenance, the scope integrates essential infrastructure upkeep such as pipework maintenance to prevent leaks, corrosion, and blockages; first level ground keeping activities including vegetation control, cleaning of access roads, drainage channels, and general site tidiness to maintain safe and accessible working environments. Furthermore, the contractor will facilitate compliance training from accredited providers for plant personnel as requested and approved by Project Managers, ensuring staff remain up to date with environmental, safety, and operational best practices. The contract also includes the supply and delivery of specialized tools and equipment necessary for the effective operation and management of the wastewater treatment process, such as calibration devices, diagnostic instruments, safety gear, and maintenance tools, enabling timely and efficient operations and maintenance interventions.

Breakdown of Scope of Work by Treatment Units and Components

Head of Works

Maintenance of screening equipment (rotary drum, bar screens), conveyors, and de-gritting systems is critical to protect downstream units from debris and abrasive materials. Tasks include inspection, cleaning, lubrication, parts replacement (screen panels, conveyor belts, bearings), and calibration of flow and level sensors. Pumps and motors used in preliminary treatment must be serviced regularly to ensure reliable influent flow and general maintenance.

Sedimentation Tanks

Mechanical scrapers, sludge removal pumps, and chemical dosing systems require scheduled servicing to maintain effective sedimentation. Tank structures must be inspected for corrosion and leaks, with preventive cleaning to avoid sludge accumulation. Instrumentation such as level transmitters and flow meters must be calibrated and maintained.

Aeration Basin

Employer:		Contractor:	
Witness:		Witness:	

Blowers, diffusers, mixers, and sludge return pumps and washing equipment are to be inspected and maintained to ensure adequate oxygen transfer and biological treatment. Diffuser cleaning to prevent clogging, blower servicing, and calibration of dissolved oxygen sensors are essential. Automation systems controlling aeration rates must be regularly updated and tested.

Secondary Sedimentation Tanks

Mechanical scrapers and sludge return systems must be maintained to prevent sludge build-up and ensure clear effluent discharge. Tank integrity inspections and preventive maintenance on valves and piping are necessary. Instrumentation and automation systems controlling sludge return and effluent flow must be calibrated.

Associated Components and Ancillary Systems

Electrical and Instrumentation: Motors, drives, switchgear, PLCs, SCADA, and sensors require routine inspection, calibration, and firmware/software updates.

Chemical Dosing and Storage: Maintenance of chemical tanks, pumps, mixers, and dosing control systems to ensure accurate and safe chemical application.

Safety and Environmental: Safety showers, gas detectors, fire suppression, and environmental analysers must be maintained to ensure safe operations and regulatory compliance.

Civil Works and Buildings: Civil structures (concrete works, silos and other structures) at the plant including water supply and sewer services. fire safety and signages.

Drawings and Documentation and other related services

Employer:		Contractor:	
Witness:		Witness:	

The contractor shall provide and not limited to:

- Equipment datasheets and catalogues
- Operation & Maintenance (O&M) manuals

Spare Parts

Below are the minimum spare parts which may be required:

Item No.	Category	Description
1	Bearings and housings	BEARING SNH 509 PLUMMER BLOCK +V-RING SEAL TSNA 509 A (SKF,TIMKEM,NSK,NTN,FAG,THK)
2		BEARING 22209CCK +V-RING SEAL TSNA 509 A (SKF,TIMKEM,NSK,NTN,FAG,THK)
3		BEARING SNH 507-606 + V-RING SEAL TSNA 507 A (SKF,TIMKEM,NSK,NTN,FAG,THK)
4		BEARING SNH 517 PLUMBER BLOCK + TSNA 517 A V-RING SEAL (SKF,TIMKEM,NSK,NTN,FAG,THK)
5		BEARING SNH 515-612 PLUMBER BLOCK + TSNA 612 A V-RING + END COVER ASNH 515-612 (SKF,TIMKEM,NSK,NTN,FAG,THK)
6		BEARING PLUMBER BLOCK SNH 510-608 PB+ TSNA 608 A V-RING SEAL (SKF,TIMKEM,NSK,NTN,FAG,THK)
7		BEARING 22209CCK (SKF,TIMKEM,NSK,NTN,FAG,THK)
9		BEARING 22206CC (SKF,TIMKEM,NSK,NTN,FAG,THK)
10		BEARING 22308CC (SKF,TIMKEM,NSK,NTN,FAG,THK)
11		BEARING 22312CC (SKF,TIMKEM,NSK,NTN,FAG,THK)
12		BEARING 22215CCK/W33 (SKF,TIMKEM,NSK,NTN,FAG,THK)
13		BEARING 22207CCK/W33 (SKF,TIMKEM,NSK,NTN,FAG,THK)
14		BEARING 22217CCK/W33 (SKF,TIMKEM,NSK,NTN,FAG,THK)
15		BEARING 22218CCK (SKF,TIMKEM,NSK,NTN,FAG,THK)
16		BEARING 32232 (SKF,TIMKEM,NSK,NTN,FAG,THK)
17		BEARING 22216CCK (SKF,TIMKEM,NSK,NTN,FAG,THK)
18		BEARING F215 (SKF,TIMKEM,NSK,NTN,FAG,THK)
19		BEARING 208 (SKF,TIMKEM,NSK,NTN,FAG,THK)
20		BEARING FLANGE BEARING T210 (SKF,TIMKEM,NSK,NTN,FAG,THK)
21		BEARING P210 (SKF,TIMKEM,NSK,NTN,FAG,THK)
22		BEARING P212 (SKF,TIMKEM,NSK,NTN,FAG,THK)
23		BEARING P215 (SKF,TIMKEM,NSK,NTN,FAG,THK)
24		BEARING P213 (SKF,TIMKEM,NSK,NTN,FAG,THK)
25		BEARING ADAPTER SLEEVE H315 (SKF,TIMKEM,NSK,NTN,FAG,THK)
26		BEARING ADPTER SLEEVE H317 (SKF,TIMKEM,NSK,NTN,FAG,THK)
27		BEARING ADPTER SLEEVE H307 (SKF,TIMKEM,NSK,NTN,FAG,THK)
28		BEARING ADPTER SLEEVE H316 (SKF,TIMKEM,NSK,NTN,FAG,THK)
29		BEARING ADPTER SLEEVE H318 (SKF,TIMKEM,NSK,NTN,FAG,THK)

Employer:		Contractor:	
Witness:		Witness:	

30		BEARING LOCK NUT AN12/KM12 (SKF, TIMKEM, NSK, NTN, FAG, THK)
31		BEARING LOCK WASHER AN12/KM12 (SKF, TIMKEM, NSK, NTN, FAG, THK)
32		BEARING LOCK NUT AN08/KM8 (SKF, TIMKEM, NSK, NTN, FAG, THK)
33		BEARING LOCK WASHER AN08/KM8 (SKF, TIMKEM, NSK, NTN, FAG, THK)
34		BEARING LOCK NUT AN06/KM6 (SKF, TIMKEM, NSK, NTN, FAG, THK)
35		BEARING LOCK WASHER AN 06 /KM6 (SKF, TIMKEM, NSK, NTN, FAG, THK)
36		BEARING NSK 51208 (SKF, TIMKEM, NSK, NTN, FAG, THK)
37		BEARING T212 (SKF, TIMKEM, NSK, NTN, FAG, THK)
38		BEARING FC210 (SKF, TIMKEM, NSK, NTN, FAG, THK)
39		Bearing F210 complete
40		Bearing T210 complete
41		Bearing T213 complete
42		Bearing T212 complete
43		Bearing FC210 complete
44		Bearing P208
45		Bearing P05C
46		UFC210
47		UFC212
48		UFC213
49		SNH517-618
50		SNH510-608
51		SNH506-605
52	V-Belts	V-Belt SPB 4060
53		V-Belt SPZ 1900
54		V-BELT SPA 1500
55		V-BELT SPA 1557
56		V-BELT SPA 1800
57		V-BELT SPA 2000
58		V-BELT SPA 1060
59		V-BELT 13 x 1725 Li
60		V-BELT SPB 2020
61		V-BELT SPB 2500
62		V-BELT 16N/SPB X 1410
63		V-BELT 17 X 2261 Li
64		V-BELT SPC 2650
65		V- BELT SPZ 1500
66		V-BELT SPZ 1060
67		V-BELT SPZ 1240
68		V-BELT SPB 2280

Employer:		Contractor:	
Witness:		Witness:	

69		V-BELT SPB 3800
70		V- BELT SPB2150
71		V-BELT SPA 2023
72		V-BELT SPA 1250
73		V-BELT SPZ 1700
74		V-BELT 17X1700
75		V-BELT 13X1280
76		V-BELT SPA 13X1400
77		V-BELT SPC 2800
78		V-BELT SPB 2150
79		V-BELT SPZ 2360
80		V-BELT SPA 1220
81		V-BELT SPB 1800
82		v-BELT SPZ 2000
83		V-BELT SPA 2120
84		V-BELT SPA1320
85		V-BELT SPC 2500
86		V- BELT VB 1760
87		V-BELT 17X2020
88		V-BELT17X1720
89		V-BELT SPA 1900
90		V-BELT SPZ 2023
91	Fasteners	304 Stainless steel fasteners (bolts, washers, nuts, threaded rods etc.)
92		Galvanised fasteners (bolts, washers, nuts, threaded rods etc.)
93	Ball Valves	Stainless steel ball valve - 15mm
94		Stainless steel ball valve - 20mm
95		Stainless steel ball valve - 25mm
96		Stainless steel ball valve - 40mm
97		Stainless steel ball valve - 50mm
98		Stainless steel ball valve - 75mm
99		Stainless steel ball valve - 80mm
100	Couplings and Elements	PN135
101		PN145
102		PN175
103		PN200
104		PN235
105		Tyre coupling - A90
106		Tyre coupling - F40
107		Tyre coupling - F50
108		Tyre coupling - F60
109		Tyre coupling - F70
Employer:		Contractor:
Witness:		Witness:

110		Tyre coupling - F80
111		Tyre coupling - F90
112		Tyre coupling - F120
113		Tyre coupling - F140
114		Tyre coupling - F160
115		Spider coupling - T135
116		Spider coupling - T85
117		1610 coupling flange
118		Spider rubber element for T135
119		Spider rubber element for T85
120	C410 and C420 Pump Spares	ROTOR TS UNP C420
121		STATOR HYP STD C420
122		PACKING RING SET TEF C420
123		KEY MAIN SHAFT C420
124		COUPLING ROD SST C420
125		PIN COUPLING ROD SST C420
126		LOCK WASHERS CAP NUTS SST C420
127		PIN CAP SST C420
128		SEAL RINGS FOR COUPLING NIT C420
129		STATOR HYP STD C410
130		ROTOR TS UNP C410
131		COUPLING ROD SST C410
132		PACKING RING SET TEF C910
133		STATOR HYP STD C910
134		ROTOR TS UNP C910
135		COUPLING ROD C910
136		BEARINGS C420
137		BEARINGS C410
138	Valve Spares	Valve Rubber Dome - KB200 Diaphragm
139	Rubber Conveyor Belts	315/3ply 4.2x1.6 N x 8.8mm thick 600mm wide rubber conveyor belt 12Mpa
140		315/3ply 4.2x1.6 N x 8.8mm thick 900mm wide rubber conveyor belt 12Mpa
141		315/3ply 4.2x1.6 N x 8.8mm thick 450mm wide rubber conveyor belt 12Mpa
142		315/3ply 4.2x1.6 N x 4mm thick 450mm wide rubber conveyor belt 12Mpa
143		315/3ply 4.2x1.6 N x 6mm thick 450mm wide rubber conveyor belt 12Mpa
144		1.5N 3 Ply 600mm width x 7.5mm thick rubber conveyor
145		Chevron belt
146	Conveyor Rollers	688x127mm series 25C/E return roller
147		198x125mm PVC with non-stuck bearing
148		600mmx 125mm PVC with non-stuck bearing

Employer:		Contractor:	
Witness:		Witness:	

149		240x127mm series 25C/E diamond rubberized roller
150		200x127mm series 25C/E roller
151		240x60mm guide roller
152		500x60mm traction roller
153		200x140mm idler roller
154		600x140mm return
155		50mm dia (with 20mm bolt) guide roller
156	Conveyor Drive Pulleys	540x650mm diamond rubberised 12mm thick
157		575x650mm diamond rubberised 12mm thick
158		450x650mm diamond rubberised 12mm thick
159		250x450mm diamond rubberized 12mm thick
160		250x500mm diamond rubberized 12mm thick
161		350x600mm diamond rubberized 12mm thick
162	Conveyor Pulley Shafts	75mm dia x 1470mm long bright mild steel shaft
163		65mm dia x 1470mm long bright mild steel shaft
164		65mm dia x 1070mm long bright mild steel shaft
165		50mm dia x 1170mm long bright mild steel shaft
166	Conveyor Pulley Locking Elements	FLK133-75x115 ISO locking element
167		FLK133-65x90 ISO locking element
168		FLK133-50x80 ISO locking element
169	Conveyor return/tail pulleys	280x650mm mild steel, diamond lagging
170		300x650mm mild steel diamond lagging
171		600mmx 350mm mild steel, diamond lagging
172		700 x 350mm mild steel, diamond lagging
173	Conveyor Scrapper	Rubber scrapper 450mm
174		Rubber scrapper 600mm
175		Rubber scrapper 900mm
176		Stainless steel scrapper 450mm
177		Stainless steel scrapper 600mm
178		Stainless steel scrapper 900mm
179		Tangstan scrapper 450mm
180		Tangstan scrapper 600mm
181		Tangstan scrapper 900mm
182		Chevron belt scrapper 450mm (urithane finger type)
183	Chevron belt scrapper 600mm (urithane finger type)	
184	Conveyor Structure Material	Channel iron – hot dip galvanized 100x50mm
185		Channel iron – stainless steel 100x50mm
186		Angle iron - hot dip galvanized 50x50mm
187		Plates - hot dip galvanized 6mm thick
188	Belt Filter Press Spares	C-pin 5mmX40mm
189		Scrapper FX1000 matrox

Employer:		Contractor:	
Witness:		Witness:	

190	Slew rings/Centre Bearings	D890 top fitting
191		HE 18-1100mm (drilled to spec)
192	Sedimentation Tank Bridge Wheels	300(D)x75(W)x60mm
193		polyurethane wheel - total wheel Ø =300mm, boreØ = 60.1mm, width = 85mm and polyurethane tread thickness = 40mm
194		polyurethane wheel - total wheel Ø =300mm, boreØ =75.1mm, width = 130mm and polyurethane tread thickness = 40mm
195	Compressor service kits	complete service kit for COMPAIR- L05
196		Ingersoll Rand -PB7 pump unit complete service kit
197	Compressor Spares	compressed air-1/2" regulator/filter,lubricator with automatic drain(pressure rating 1,5 - 8,5 bar)
198		Push on adaptor thread - male- size 8mm,
199		Push on adaptor thread - male- size 10mm
200		Push on adaptor thread - male- size 12mm
201		Push on adaptor thread - female- size 8mm
202		Push on adaptor thread - female- size 10mm
203		Push on adaptor thread - female- size 12mm
204		Push on adaptor thread - straight- size 8mm
205		Push on adaptor thread - straight- size10mm
206		Push on adaptor thread - straight- size 12mm
207		Push on adaptor thread - elbow- size 8mm
208		Push on adaptor thread - elbow- size 10mm
209		Push on adaptor thread - elbow- size 12mm
210		Polyurethane blue Tube- φ6mm
211		Polyurethane blue Tube- φ8mm
212		Polyurethane blue Tube- φ10mm
213		Polyurethane blue Tube- φ12mm
214		Push on connector - straight- 8mm,
215		Push on connector - straight- 10mm
216		Push on connector - straight- 12mm
217		Push on connector - elbow- 8mm,
218		Push on connector - elbow- 10mm
219	Push on connector - elbow- 12mm	
220	Push on connector - Tee- 8mm,	
221	Push on connector - Tee- 10mm	
222	Push on connector - straight, elbow and Tee- 12mm	
223	Blower Service Kits	Roots URAI 53M DSL complete kit
224		Robuschi RBS 25/F complete kit
225	Mechanical Screen Chains	SAME made(160x40x6mm) s/steel 304
226		112/125mm chain complete with acetyl rollers and pins with bush 304 s/s
227	Screen chain pins	45mm long x 16mmø s/steel 304
228		60mm long x 16mmø s/steel 304

Employer:		Contractor:	
Witness:		Witness:	

229	Screen chain nylon rollers	50mmø x 25 mm wide x 16mm bore
230		50mmø x 18 mm wide x 16mm bore
231	Screen chain plastic rollers	50mmø x 25 mm wide x 16mm bore
232		50mmø x 18 mm wide x 16mm bore
233	Screen pin cyclips	14mm cyclips s/steel
234	Pulleys	SPA 80 x 1 - 1210
235		SPA 80 x 2 - 1210
236		SPA 80 x 3 - 1210
237		SPA 80 x 4 - 1210
238		SAP 170 x 1 -1610
239		SAP 170 x 2 -1610
240		SAP 170 x 3 -1610
241		SAP 170 x 4 -1610
242		SAP 170 x 5 -1610
243		SAP 170 x 6 -1610
244		SAP 170 x 1 -2012
245		SAP 170 x 2 -2012
246		SAP 170 x 3 -2012
247		SAP 170 x 4 -2012
248		SAP 170 x 5 -2012
249		SAP 170 x 6 -2012
250		SAP 170 x 1 -2517
251		SAP 170 x 2 -2517
252		SAP 170 x 3 -2517
253		SAP 170 x 4 -2517
254		SAP 170 x 5 -2517
255		SAP 170 x 6 -2517
256		SAP 170 x 1 -3020
257		SAP 170 x 2 -3020
258		SAP 170 x 3 -3020
259		SAP 170 x 4 -3020
260		SAP 170 x 5 -3020
261		SAP 170 x 6 -3020
262		SAP 190 x 1 -1610
263		SAP 190 x 2 -1610
264		SAP 190 x 3 -1610
265		SAP 190 x 4 -1610
266		SAP 190 x 5 -1610
267		SAP 190 x 6 -1610
268	SAP 190 x 1 -2012	

Employer:		Contractor:	
Witness:		Witness:	

269		SAP 190 x 2 -2012
270		SAP 190 x 3 -2012
271		SAP 190 x 4 -2012
272		SAP 190 x 5 -2012
273		SAP 190 x 6 -2012
274		SAP 190 x 1 -2517
275		SAP 190 x 2 -2517
276		SAP 190 x 3 -2517
277		SAP 190 x 4 -2517
278		SAP 190 x 5 -2517
279		SAP 190 x 6 -2517
280		SAP 190 x 1 -3020
281		SAP 190 x 2 -3020
282		SAP 190 x 3 -3020
283		SAP 190 x 4 -3020
284		SAP 190 x 5 -3020
285		SAP 190 x 6 -3020
286		SAP 212 x 1 -2012
287		SAP 212 x 2 -2012
288		SAP 212 x 3 -2012
289		SAP 212 x 4 -2012
290		SAP 212 x 5 -2012
291		SAP 212 x 6 -2012
292		SAP 212 x 1 -2517
293		SAP 212 x 2 -2517
294		SAP 212 x 3 -2517
295		SAP 212 x 4 -2517
296		SAP 212 x 5 -2517
297		SAP 212 x 6 -2517
298		SAP 212 x 1 -3020
299		SAP 212 x 2 -3020
300		SAP 212 x 3 -3020
301		SAP 212 x 4 -3020
302		SAP 212 x 5 -3020
303		SAP 212 x 6 -3020
304		SAP 265 x 1 -2517
305		SAP 265 x 2 -2517
306		SAP 265 x 3 -2517
307		SAP 265 x 4 -2517
308		SAP 265 x 5 -2517
309		SAP 265 x 6 -2517

Employer:		Contractor:	
Witness:		Witness:	

310		SAP 265 x 1 -2012	
311		SAP 265 x 2 -2012	
312		SAP 265 x 3 -2012	
313		SAP 265 x 4 -2012	
314		SAP 265 x 5 -2012	
315		SAP 265 x 6 -2012	
316		SAP 265 x 1 -3020	
317		SAP 265 x 2 -3020	
318		SAP 265 x 3 -3020	
319		SAP 265 x 4 -3020	
320		SAP 265 x 5 -3020	
321		SAP 265 x 6 -3020	
322		SAP 300 x 1 -2517	
323		SAP 300 x 2 -2517	
324		SAP 300 x 3 -2517	
325		SAP 300 x 4 -2517	
326		SAP 300 x 5 -2517	
327		SAP 300 x 6 -2517	
328		SAP 300 x 1 -3020	
329		SAP 300 x 2 -3020	
330		SAP 300 x 3 -3020	
331		SAP 300 x 4 -3020	
332		SAP 300 x 5 -3020	
333		SAP 300 x 6 -3020	
334		SAP 300 x 1 -3525	
335		SAP 300 x 2 -3525	
336		SAP 300 x 3 -3525	
337		SAP 300 x 4 -3525	
338		SAP 300 x 5 -3525	
339		SAP 300 x 6 -3525	
340		SAP 450 x 1 -2012	
341		SAP 450 x 2 -2012	
342		SAP 450 x 3 -2012	
343		SAP 450 x 4 -2012	
344		SAP 450 x 5 -2012	
345		SAP 450 x 6 -2012	
346		SAP 450 x 1 -2517	
347		SAP 450 x 2 -2517	
348		SAP 450 x 3 -2517	
349		SAP 450 x 4 -2517	
350		SAP 450 x 5 -2517	
Employer:		Contractor:	
Witness:		Witness:	

351		SAP 450 x 6 -2517
352		SAP 450 x 1 -3020
353		SAP 450 x 2 -3020
354		SAP 450 x 3 -3020
355		SAP 450 x 4 -3020
356		SAP 450 x 5 -3020
357		SAP 450 x 6 -3020
358		SAP 450 x 1 -3525
359		SAP 450 x 2 -3525
360		SAP 450 x 3 -3525
361		SAP 450 x 4 -3525
362		SAP 450 x 5 -3525
363		SAP 450 x 6 -3525
364	Taper Locks	3020
365		1610
366		2517
367		1210
368		3525
369		5050
370		4030
371	Pump Rotating Assemblies for the Listed Models	KWP-F100-400
372		KWP-150-200
373		K106-4006-3EN 180L 04
374		FA 250-29
375		KWP-150-315
376		KWP-K
377		KWP-125-500
378		ETA80-40/2
379		ETA80-400
380		4NNT-F16
381		6NNW-F16
382		4HH-F18DB
383		F06k
384		H08K-S01R+HHM1W-XMK
385		E08-SL5+EDM 1W-MMQ
386		D100-505 RE-DD MW-MMQ
387		EDMI W-MQ
388		D100-HOIRE+DCMIF-MM
389		F06k-HO1+FFM
390		D100-MOIR
391	H08K-S01R+HHM1W-XMK	
Employer:		Contractor:
Witness:		Witness:

392		MIWCK
393		F06K-SA1+F2M10-M
394		D100-HOIRE+DCMIF-MM
395		K4834-028
396		FB 100/100-32
397		HE4S6CS
398		HE6W8CSB
399	Pump stators	Netzch -NM021BY01L06B -stator
400		Netzch NM063SY01L06B-stator
401	Pump Impellers	Gorman-Rupp 612M60-B with ceramic coating
402		10528 - T4A3S-B cast iron
403		416-D04QS38/D DUPPLEX Stainless steel
404		411-D04QM38/E S/steel
405		F06K-S01+F2M10 s/steel

Employer:		Contractor:	
Witness:		Witness:	

6.2.2. 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 1791Q
	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

6.3. ENGINEERING

6.3.1. 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.

6.3.2. Drawings

Not all as-built drawings are available.

6.4. PROCUREMENT

6.4.1. 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 affected 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.

Employer:		Contractor:	
Witness:		Witness:	

6.4.2. 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.

6.4.3. Details or Specifications of Equipment Offered

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.

6.4.4. 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.

6.5. SITE WORKS

6.5.1. 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 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.

6.5.2. 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

Employer:		Contractor:	
Witness:		Witness:	

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 regarding 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, 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.

6.5.3. 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.

6.5.4. Existing Services

The existing treatment works must remain in operation during the execution of the contract. The Employer must always have access to the works. 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.

6.5.5. Site Establishment, Facilities Available and Required

6.5.5.1. Water Supply

Water is available on site.

6.5.5.2. Power Supply

6.5.5.2.1. Supply of Electricity

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

6.5.5.2.2. 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 compliance and use of lifting equipment shall be for the expense of the

Employer:		Contractor:	
Witness:		Witness:	

Contractor.

6.5.5.2.3. 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.

6.5.5.2.4. 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

6.5.5.2.5. 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.

6.5.5.2.6. Storage Facilities

Contractor must provide their own storage facilities.

6.5.5.2.7. 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.

6.5.5.2.8. 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.

6.5.5.2.9. 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.

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

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

Employer:		Contractor:	
Witness:		Witness:	

6.5.5.2.11. Site Security

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

6.6. MANAGEMENT OF THE WORKS

6.6.1. 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.

6.6.2. 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.

6.6.3. 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.

6.6.4. Format of Communications

Employer:		Contractor:	
Witness:		Witness:	

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

6.6.5. 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.

6.6.6. 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.

6.6.7. 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-site 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.

6.6.8. Reports

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

6.6.9. Project Team

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

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

Employer:		Contractor:	
Witness:		Witness:	

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

Medium electro-mechanical equipment 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 electro-mechanical equipment 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 electro-mechanical equipment cable termination certificate.

6.6.10. 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 always followed. All health and safety risks shall be reported to the JW person responsible for that site.

6.7. 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.

Employer:		Contractor:	
Witness:		Witness:	

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	36 hours
Response for emergency service	4 hours
Supply, delivery and offload materials, tools and spare parts after obtaining official purchase order	14 working days
Delivery of long lead equipment after purchase order is issued by JW	12 weeks

6.8. SITE SECURITY

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

6.9. DURATION OF CONTRACT

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

6.10. EQUIPMENT SPECIFICATION

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

Employer:		Contractor:	
Witness:		Witness:	