

INVITATION TO BID  
TENDER COVER PAGE

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF JOHANNESBURG WATER**

BID NUMBER: JW OPS 046/21RR

CLOSING DATE: 24 JANUARY 2023

CLOSING TIME: 10:30

DESCRIPTION: SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF THE POWER SUPPLY CABLE FOR ACACIA SEWER PUMP STATION FOR A PERIOD OF ONE (1) MONTH

CIDB REQUIREMENTS: TENDERERS SHOULD HAVE A CIDB CONTRACTOR GRADING DESIGNATION OF 3EB OR HIGHER.

BIDDERS ARE ENCOURAGED TO ATTEND A COMPULSORY BRIEFING SESSION: 13 DECEMBER 2022 AT ACACIA SEWER PUMP STATION IN MIDRAND, ACACIA ROAD (GPS: S25 57 34.9 E28 05 25.0)

NOTE: HARD COPY TENDER DOCUMENTS ARE AVAILABLE AT A COST OF R350 PER SET. DOCUMENTS DOWNLOADED FROM THE E-TENDER PORTAL ARE AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS (NEATLY BINDED AND WITH NO PAGES MISSING).

DOCUMENTS MAY BE COLLECTED DURING WORKING HOURS FROM SUPPLY CHAIN MANAGEMENT UNIT, JOHANNESBURG WATER, TURBINE HALL 65 NTEMI PILISO STREET NEWTOWN.

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT GROUND FLOOR:

TURBINE HALL  
65 NTEMI PILISO STREET  
NEWTOWN  
JOHANNESBURG  
2001

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		CSD No	
CIDB CRS NUMBER				
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
The 80/20 point scoring system will be applicable to this tender, i.e.80 points for Price and 20 points for Preferential procurement (BBBEE).				
TOTAL NUMBER OF DOCUMENTS/VOLUMES SUBMITTED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management		DEPARTMENT	Operations
CONTACT PERSON	Nthabiseng More		CONTACT PERSON	Nontokozo Masilela
TELEPHONE NUMBER	011 688 1512		TELEPHONE NUMBER	011 688 1782
E-MAIL ADDRESS	<a href="mailto:nthabiseng.more@jwater.co.za">nthabiseng.more@jwater.co.za</a>		E-MAIL ADDRESS	<a href="mailto:nontokozo.masilela@jwater.co.za">nontokozo.masilela@jwater.co.za</a>

## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED TO THE CORRECT ADDRESS BY THE STIPULATED TIME. LATE BIDS WILL NOT BE ACCEPTED
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED)
- 1.3. TENDERERS ARE REQUIRED TO SUBMIT ONE ORIGINAL HARD COPY PLUS A SOFT COPY IN A USB
- 1.4. THIS BID IS SUBJECT TO JOHANNESBURG WATER SCM POLICY VERSION 12
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.6. 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 TURBINE HALL 65 NTEMI PILISO STREET NEWTOWN JOHANNESBURG 2001, GROUND FLOOR. TENDERERS NAMES AND TOTAL PRICES, WHERE PRACTICAL WILL BE, READ OUT

### 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 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART 3.
- 2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.5 BIDDER MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.4. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

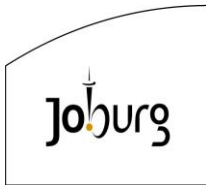
NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

NAME OF CONTACT PERSON:.....

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....



Contract No JW OPS 046/21RR

Volume 1 Tender and Contract

section T1 Tender and Contract



# Johannesburg Water SOC Ltd



**CONTRACT NO: JW OPS 046/21RR**

**SUPPLY, DELIVERY, INSTALLATION AND  
COMMISSIONING OF THE POWER SUPPLY  
CABLE FOR ACACIA SEWER PUMP STATION**

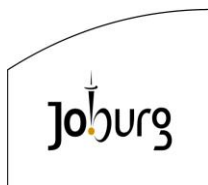
**VOLUME 1**

**TENDER AND CONTRACT**

**PO Box 61542  
Marshalltown  
2107**

**Tel +27 11 688 1400  
Fax +27 11 688 1521**

Employer:		Contractor:	
Witness:		Witness:	



Contract No JW OPS 046/21RR

Volume 1 Tender and Contract

section T1 Tender and Contract



### CHECK-LIST FOR TENDER SUBMISSION

The Tenderer is to indicate in the check-boxes provided that they have completed the required section of the tender document. Completion of this check-list 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 – refer T2.2.4 below.**

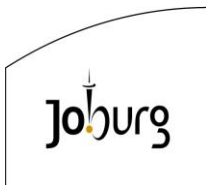
Ref	Description	Completed		For office use		
		Yes	No	Yes	No	Comments
Cover	Name of tenderer					
	Contact person					
	Telephone/Fax number					
	CIDB CRS Number					
T2.1	T2.2.2 Complete the Certificate of Authority					
	Submit Valid SARS Tax Compliance status Pin for Tenders					
	Confirm Proof of CSD Registration - submission of MA ----- Number					
	Copy of Valid BBBEE certificate (SANAS/CIPC) or Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.					
	Consortium / JV agreement with all signatories and breakdown of each members contribution / role					
	Complete and sign MBD 6.1 – Preference Points claim form					
	Complete and sign MBD 6.2 – Local production and content					
T2.2.4	Complete and sign MBD 4- Declaration of any potential Conflict of Interest					
T2.2.4	Complete and sign MBD 8- past Supply Chain Management Practices Form					
	Confirmation that you have no municipal commitments overdue for more than 90 days**(for both the bidder/company and for the directors)					
	Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality					
T2.2.4	Complete and sign MBD 9- Certificate of Independent bid Determination					
C2.2	Complete the Schedule of Rates and the Summary. Sign the Summary					
C.1.1	Complete the Form of Offer. <b>Do not complete the Form of Acceptance</b>					
	Sign the Form of Offer with 2 witnesses. <b>Do not sign the Form of Acceptance</b>					
Qualifications	Is your tender subject to any qualifications? If Yes, reference to such qualification/s must be indicated below: -----					

\*\* for all tenders regardless of value

Signature:

Date

Employer:		Contractor:	
Witness:		Witness:	



## CONTENTS:

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

Employer:		Contractor:	
Witness:		Witness:	

# **Johannesburg Water (SOC) Ltd**

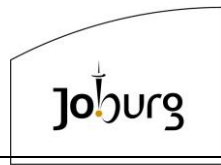


**CONTRACT NO. JW OPS 046/21RR**

**Supply, delivery, installation and commissioning  
of the Power Supply Cable for Acacia  
Sewer Pump Station**

**VOLUME 1**

**TENDERING PROCEDURES**



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T1.1.2 Tender Data.....	TP.3

## T1.1 TENDER DATA

### T1.1.1 Conditions of Tender

Standard for Uniformity in Construction Procurement (August 2019). (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

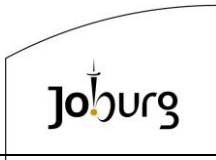
### T1.1.2 Tender Data

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

**The additional Conditions of Tender are:**

Clause number	Tender Data
C.1.1	The Employer is, Johannesburg Water (SOC) Limited
C.1.2	<p>The tender documents issued by the Employer comprise:</p> <p><b>Volume 1:</b></p> <p><b>Part 1: Tendering Procedures</b></p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p><b>Part 2: Returnable Documents</b></p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume</p> <p><b>Volume 1:</b></p> <p><b>Part 1: Agreement and Contract Data</b></p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C1.3 Forms of Securities</p> <p><b>Part 2: Pricing Data</b></p> <p>C2.1 Pricing Instructions</p> <p>C2.2 Schedule of Rates</p> <p><b>Volume 1</b></p> <p><b>Part 3: Scope of Work</b></p> <p>C3.1 Scope of Work</p> <p><b>Part 1: Site Information</b></p> <p>C4 Site Information</p>
C.1.4	<p>The Employer's representative is:</p> <p>Contact Person: Miss Nontokozo Masilela</p> <p>Telephone: 011 688 1782</p> <p>E-mail address: <a href="mailto:Nontokozo.masilela@jwater.co.za">Nontokozo.masilela@jwater.co.za</a></p>





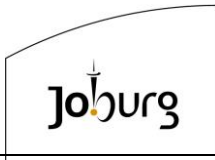
Clause number	Tender Data
C.2.1	<b>Eligibility criteria and requirements</b> <b>CIDB registration and grading:</b> 1) Only tenderers who are registered with a 3EB CIDB grading, or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EB class of work, are eligible to submit tenders. 2) Joint ventures are eligible to submit tenders provided that: i) every member of the joint venture is registered with the CIDB; 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 tendered for an 3EB class of construction work. 3) With respect to Downloaded Tender Documents, Tenderers are encouraged to comply with the following guidelines. a) Tenders must be neatly bound and presentable. b) All Returnable Documents shall be bound separately in a fully indexed document.
C.2.7	A compulsory briefing session will be held at Acacia sewer pump station in Midrand, Acacia Road (GPS: S25 57 34.9 E28 05 25.0)
C.2.8	Replace the contents of the clause with the following:  "Request clarification of the tender documents, if necessary, by notifying the Employer's Official indicated in the Tender Notice and Invitation to Tender in writing at least seven working days before the closing time stated in the foregoing notice and clause C.2.15."
C.2.9	Add the following to the clause:  "Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance."
C.2.10.5	Add the following to the clause:  "If no offer is made for an item, a line must be drawn through the space in black ink. Note that pricing items left blank will be assumed by the Employer that, costs have been catered for elsewhere in the Bill of Quantities. Bidders with blank line-items will not be disqualified. All prices and details must be legible / readable to ensure the tender will be considered for adjudication."



Clause number	Tender Data
C.2.11	<p>The evaluation on price alteration will be conducted as follows:</p> <ol style="list-style-type: none"> <li>Where the tender award strategy is to evaluate and award per item or category, the following must apply: <ol style="list-style-type: none"> <li>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</li> <li>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.</li> </ol> </li> <li>Where the tender award strategy is to evaluate and award total bid offer, the following must apply: <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> </li> </ol> <p>If there is an alteration on the total bid offer and the amount in words without authentication, the bidders will be disqualified for the entire tender</p> <p><b>ANY COMPLETION OF THE TENDER DOCUMENT IN PENCIL, ERASABLE INK OR OVERTYPING WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE TENDER</b></p> <p>Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications etc. in the tender documents. Bids that are received contrary to this requirement will be disqualified.</p>
C.2.12	<p>Replace Contents</p> <p>Alternative offers will not be permitted.</p>
C.2.13.1	<p>Replace the content of the clause with the following:</p> <p>The Tender will be evaluated in <b>stages</b> as follows:</p> <ol style="list-style-type: none"> <li>Administration evaluations</li> <li>Functional evaluation</li> <li>Financial evaluation</li> </ol> <p>Tenderers need to meet minimum criteria in all functional areas to be considered.</p> <p>Submit one tender offer only, either as a single tendering entity, a member in a joint venture to provide the whole of the works (per category) identified in the contract data and described in the scope of works.</p>
C.2.13.2	<p>Each Tenderer is required to return the complete set of documents as listed in Part T2 with all the required information supplied and completed in all respects.</p> <p>Prior to submitting their tender document, Tenderers should make a copy thereof for record purposes.</p>

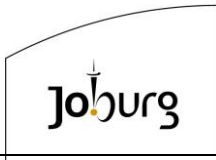


Clause number	Tender Data
	<p>No copies of any part of the submitted tender document will be made for the Tenderers during the evaluation and adjudication processes.</p> <p>The original documents from the employer may not be tempered with or unbound in any way. This will render the tender unresponsive.</p> <p><b>Documentation emanating from the returnable schedules should be bound in a separate file with clear reference/index in the returnable schedule to the location of each section.</b></p>
C.2.13.3	Each tender offer shall be submitted as an original. Tenderers are also requested to submit a soft copy in a <b>USB</b>
C.2.13.4	<p>Add the following to the clause: "Only authorised signatories may sign the original and all copies of the tender offer where required in terms of C.2.13.3</p> <p>In the case of a <b>ONE-PERSON CONCERN</b> submitting a tender, this shall be clearly stated.</p> <p>In case of a <b>COMPANY</b> submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a tender, include a resolution of each company of the Joint Venture together with a resolution by its members authorising a member of the Joint Venture to sign the documents on behalf of the Joint Venture."</p> <p><b><u>Failure to submit proof of authorisation to sign the tender, shall result in a Tender Offer being regarded as non-responsive.</u></b></p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p><b>Location of tender box:</b> Ground Floor Entrance</p> <p><b>Physical address:</b> Johannesburg Water (SOC) Ltd Turbine Hall, 65 Ntemi Piliso Newtown, Johannesburg</p> <p><b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, their Authorised Representative's name, postal address and telephonic contact numbers.</i></p>
C.2.13.6 & C.3.5	A two-envelope procedure will not be followed.



Clause number	Tender Data
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 90 days.
C.2.16.1	Add the following to the clause :  "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."
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"> <li>1) <b>Valid</b> SARS Compliance status Pin for Tenders issued by the South African Revenue Services.</li> <li>2) Proof of CSD registration ie MA xxxxxxxx number</li> <li>3) A Certificate of Contractor Registration issued by the CIDB.</li> <li>4) Bidder is required to submit municipal statement/account (not older than three months and not overdue for more than 90 days) or a valid lease agreement (for both the bidder/company and for the directors).</li> </ol> <p>Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers are required to submit the following for each joint venture partner:</p> <ol style="list-style-type: none"> <li>1) Certificates of Contractor Registration in respect of each partner</li> <li>2) Valid SARS Compliance status Pin issued by the South African Revenue Services</li> <li>3) Proof of CSD registration i.e. MA xxxxxxxx number or CSD summary report.</li> </ol> <p>Each joint venture partner is required to submit municipal statement/account (not older than three months and not overdue for more than 90 days) or a valid lease agreement (for both the bidder/company and for the directors).</p>
C.2.24	<p>Add the following new clause:</p> <p><b>Canvassing and obtaining of additional information by tenderers</b> Accept that no Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders."</p>
C.2.25	<p>Add the following new clause:</p> <p><b>Prohibitions on awards to persons in service of the state</b> Accept that the Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>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</li> <li>c) a person who is an advisor or consultant contracted with the municipality or municipal entity.</li> <li>d) No person, advisor, or corporate entity involved with the Bid Committees, or director of such a corporate entity, may bid for any resulting contract</li> </ol> <p>"In the service of the state" means to be -</p>

Clause number	Tender Data
	<p>i) a member of:-</p> <ul style="list-style-type: none"> <li>any municipal council;</li> <li>any provincial legislature; or</li> <li>the National Assembly or the National Council of Provinces;</li> </ul> <p>ii) a member of the board of directors of any municipal entity;</p> <p>iii) an official of any municipality or municipal entity;</p> <p>iv) an employee of any national or provincial department;</p> <p>v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>vi) an executive member of the accounting authority of any national or provincial public entity; or</p> <p>vii) an employee of Parliament or a provincial legislature.”</p> <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 must be completed.</p>
C.2.26	<p>Add the following new clause:</p> <p><b>Awards to close family members of persons in the service of the state</b></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> <p>a) the name of that person;</p> <p>b) the capacity in which that person is in the service of the state; and</p> <p>c) the amount of the award.</p> <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 part T2 – Returnable Documents must be completed in full and signed.”</p>
C.2.27	<p>Add the following new clause:</p> <p><b>Tax Compliance</b></p> <p>In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.”</p>
C.2.28	<p>Add the following new clause:</p> <p>Tenderers will be afforded a period of three (3) days to complete all the MBD forms in instances where such forms are incomplete.</p>
C.2.29	<p>Add the following new Clause</p> <p>Bids with Bills of Quantities completed electronically and printed will be accepted. Note that it is the bidder’s responsibility to ensure that all items in the bill of quantities are included with the correct quantities and that formulae used is correct.</p> <p>Shortlisted Tenderers will be afforded a period of three (3) days to submit outstanding mu statement/account (not older than three months and not overdue for more than 90 days) or a valid agreement (for both the bidder/company and for the directors).</p>



Clause number	Tender Data
C.3.1.1	Replace the contents of the clause with the following:  “Respond to a request for clarification received up to five calendar days before the tender closing time stated in the tender data and notify all Tenderers who drew procurement documents”
C.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the Tender Office located at Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001, Ground Floor. Tenderers names and total prices, where practical will be, read out.

### Arithmetic Errors

Construction related tenders

JW undertakes to check the highest scoring bid for arithmetical errors and correcting them as follows:

JW shall check for arithmetic errors using the following sequence:

- i. Check the amount in words against the amount in figures on the Form of Offer,
- 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.

If a bill of quantities or price schedule applies JW will request the bidder to correct the arithmetic errors as follows:

- 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.

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:

- 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

Clarification session(s) shall be held with Tenderer where there is pricing discrepancies, errors are highlighted and identified corrections are explained.

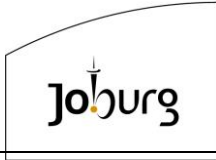
Tenderer is afforded an opportunity to provide clarification, accept or reject identified corrections in writing.

- i. In the event that the Tenderer accepts identified corrections, JW will proceed with evaluation.

- 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.

This is not an opportunity for Tenderers to change the bid offer. A bidder that does not agree to the above will be disqualified.

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.



Clause number	Tender Data
	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



F.3.11.3

## TECHNICAL EVALUATION

Gate Keeper shall be evaluated in accordance with the following schedule:

### Part A Pre-qualification

Criteria No.	Criteria	Description	Documentary Evidence	Submission Compliant (Yes/No)
1	Local Content and Production	<p>Tenderer must meet the minimum threshold as stipulated in MBD 6.2 and Annexure C.</p> <p>Tenderers who fail to meet the minimum threshold as stipulated in MBD 6.2 and complete Annexure C will be disqualified immediately.</p> <p>The completed MBD 6.2 form and Annexure C must be submitted with the tender document as documentary evidence.</p>		Submission is compliant (Yes/ No)

***The tenderer must meet the minimum threshold as stipulated in MBD 6.2 and complete annexure C form in order to be considered for further evaluation***

### Part B

Criteria No.	Criteria	Description	Documentary Evidence	Submission Compliant (Yes/No)
2	Tenderer's Experience	The Tenderer (Company) must confirm a minimum of two (2) contracts/projects where power supply cables installation and termination was completed successfully	<p>The Tenderer (Company) is required to confirm a minimum of <b>two (2)</b> contracts/projects where power supply cables installation and termination was completed successfully</p> <p><b>Note: Reference Letter:</b></p> <p><i>The attached reference template 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</i></p>	<p>Tenderer's Experience</p> <p>Submission is compliant (Yes/ No)</p>

	3	Qualifications of key staff	<p>The tenderer must submit certified copies of qualifications for their key staff or personnel who will be assigned to this contract.</p> <p>The following personnel will be required for this contract:</p> <ul style="list-style-type: none"><li>• Safety Officer</li><li>• Technician / Electrician</li></ul>	<p><b>Safety Officer</b></p> <p>The tenderer is required to submit a certified National Diploma <b>(Safety or Environmental or Science)</b> qualification for their safety officer</p>	Submission is compliant <b>(Yes/ No)</b>
				<p><b>Technician/ Electrician</b></p> <p>The tenderer is required to submit a certified National Diploma <b>or</b> Trade test +N6 + National N diploma qualification in <b>Electrical Engineering</b> for their Technician /Electrician</p>	Submission is compliant <b>(Yes/ No)</b>
	4	Experience of key staff	<p>The tenderer's key staff required to execute the contract must have the minimum required experience as prescribed in order to execute the works.</p> <p><i>(The tenderer must request their Key Personnel (To be allocated for this contract) to complete templates attached in the tender document in full or provide separate CV's with the returnable schedules</i></p>	<p><b>Safety Officer</b></p> <p>The <b>Safety Officer</b> is required to have a minimum of <b>2 years'</b> experience in safety management <b>or</b> environmental health <b>or</b> environmental science <b>or</b> Environmental management.</p>	Submission is compliant <b>(Yes/ No)</b>
				<p><b>Technician/ Electrician</b></p> <p>The <b>Technician/ Electrician</b> is required to have a minimum of <b>2 Contracts /projects</b> work experience where power supply cables installation and termination was completed successfully.</p>	Submission is compliant <b>(Yes/ No)</b>
The tenderer must achieve a minimum score on each criterion in order to be considered for further evaluation.					

C.3.11.2 &  
C.3.11.3

The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Preferences):

### 1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM

The following preference point system is applicable to this bid:

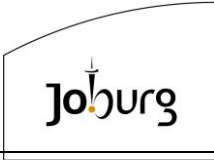
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- (a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- (b) Preference points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- (c) The maximum points for this bid are allocated as follows:
 

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
- (d) Failure on the part of a bidder to submit proof of BBBEE status level of contributor Certificate or sworn affidavit will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.
- (e) The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

### 2. ADJUDICATION USING A POINT SYSTEM

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

	<p><b>3. POINTS AWARDED FOR PRICE</b></p> <p><b>THE 80/20 PREFERENCE POINT SYSTEMS</b></p> <p>A maximum of 80 points is allocated for price on the following basis:</p> <p style="text-align: center;"><b>80/20</b></p> $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p><math>P_s</math> = Points scored for comparative price of bid under consideration</p> <p><math>P_t</math> = Comparative price of bid under consideration</p> <p><math>P_{\min}</math> = Comparative price of lowest acceptable bid</p>
C.3.13.1	<p>Add to the existing clause:</p> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) Proof of CSD registration ie MA xxxxx number;</li> <li>c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;</li> <li>g) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and</li> <li>i) the tenderer: <ul style="list-style-type: none"> <li>i) has sufficiently substantiated his experience in this type work;</li> <li>ii) has the required and experienced key personnel; and</li> <li>iii) Owns the primary equipment to effectively and efficiently execute the work.</li> </ul> </li> </ul>
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
C.3.19	<p>The additional conditions of tender are:</p> <p>The Tenderer must complete all the Schedules in the format specified and return the schedule as prescribed by the List of Returnable Schedules section T2.1 of this document. Where Joint</p>



	Ventures or Consortia are tendering. The Tenderer must ensure that all schedules that require completion per individual partner member are completed in full.
--	---

**--- END OF PART ---**

# **Johannesburg Water (SOC) Ltd**



## **VOLUME 1**

### **RETURNABLE DOCUMENTS AND SCHEDULES**

## T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

<u>Document</u>	<u>Page</u>
<b>1. Returnable Schedules required for tender evaluation purposes</b>	
T2.1.1 Record of addenda to tender documents	RD.5
T2.1.2 Certificate of Authority	RD.6
T2.1.3 Compulsory Enterprise Questionnaire	RD.11
T2.1.4 Preferential Procurement	RD.13
(MBD 6.2) Declaration certificate for local production and content for designated sectors	RD.14
(MBD 6.1) Preference points claim form in terms of the preferential procurement regulations	RD.27
MBD 4 Declaration of any potential conflict of interest	RD.33
MBD 8 Declaration of bidder's past Supply Chain management practices	RD.36
MBD 9 Certificate of independent bid determination	RD.41
T2.1.5 Proposed qualifications	RD.44
T2.1.6 Contactable reference template	RD.46
T2.1.7 Schedule of key personnel	RD.49
T2.1.8 Curriculum vitae of key personnel	RD.50

## T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
<b>2. Other documents required only for tender evaluation purposes</b>	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.54
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.55

## T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
<b>3. Returnable Schedules that will be incorporated into the contract</b>	
T2.3.1 Imported content: forward exchange cover for imported goods	RD.57

## T2.4 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
<b>C1.1 FORM OF OFFER AND ACCEPTANCE</b>	C.1
<b>C1.2 CONTRACT DATA (PART 2)</b>	C.5
<b>C1.3 FORMS OF SECURITIES</b>	F.1
<b>C2.1 PRICING DATA</b>	PD.1
Bill of Quantities	PD.4-35
Summary of Bill of Quantities	PD.36

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



## T2.1 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
<b>1. Returnable Schedules required only for tender evaluation purposes</b>	
T2.1.1 Record of addenda to tender documents	RD.5
T2.1.2 Certificate of authority	RD.6
T2.1.3 Compulsory Enterprise Questionnaire	RD.11
T2.1.4 Preferential Procurement	RD.13
T2.1.5 Proposed qualifications	RD.44
T2.1.6 Contactable reference template	RD.46
T2.1.7 Schedule of key personnel	RD.49
T2.1.8 Curriculum vitae of key personnel	RD.50

### T2.1.1 Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

## T2.1.2 Certificate of Authority

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

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

### (I) *Certificate for Company*

I, ....., chairperson of the Board of Directors of ....., hereby confirm that by resolution of the Board (copy attached) taken on ....., Mr/Ms ....., acting in the capacity of ....., was authorized to sign all documents in connection with the tender for Contract No. JW OPS 046/21R and any contract resulting from it on behalf of the company.

**Chairman:** .....

**As Witnesses:** 1.....

2.....

**Date:** .....

**(II) Certificate for Close Corporation**

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

NAME	ADDRESS	SIGNATURE	DATE

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

### (III) **Certificate for Partnership**

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

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

**(IV) Certificate for Joint Venture**

This Returnable Schedule is to be completed by joint ventures.

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

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

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

---

**(V) Certificate for Sole Proprietor**

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

**Signature** of Sole owner: .....

As Witnesses:

1.....

2. ....

Date: .....

### T2.1.3 Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

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

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number .....

Proof of CSD registration 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

\*insert separate page if necessary



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

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

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

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

\*insert separate page if necessary

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

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

Signed .....

Date .....

Name .....

Position .....

Enterprise name .....

## T2.1.4 Preferential Procurement

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

Form No.	Form Title	Description
MBD6.2	Declaration certificate for local production and content for designated sectors	Form to be completed by the Tenderer
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer

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.

## MBD 6.2

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

BOQ Item no. (* see Note below)	Description of Goods	Stipulated minimum threshold
205	110mm PE100 PN16 HDPE Pipe	100%
302	4 core x 120mm <sup>2</sup> SWA Cable	90%
305	70 mm <sup>2</sup> cables	90%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information are accessible on [www.reserve-bank.co.za](http://www.reserve-bank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority (AO/AA) provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):  
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011;

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

EXAMPLE										SATS 1286.2011				
Annex C														
Local Content Declaration - Summary Schedule														
(C1)	Tender No.	JW OPS 046/21								<b>Note:</b> VAT to be excluded from all calculations				
(C2)	Tender description:	Supply, delivery, installation and commissioning of the power supply cables for a period of one (1) month												
(C3)	Designated product(s)													
(C4)	Tender Authority:													
(C5)	Tendering Entity name:													
(C6)	Tender Exchange Rate:	USD		EU		GBP								
(C7)	Specified local content %													
		Calculation of local content						Tender summary						
	Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content		
(C8)		(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)		
	205	110mm PE100 PN100 HDPE							1					
	302	4 core x 120mm <sup>2</sup> SWA Cable							1					
	305	70 mm <sup>2</sup> cables							1					
									(C20) Total tender value R					
Signature of tenderer from Annex B									(C21) Total Exempt imported content R					
									(C22) Total Tender value net of exempt imported content R					
									(C23) Total Imported content R					
									(C24) Total local content R					
Date:									(C25) Average local content % of tender					
Returnable DocumentsRD.18														

Contract JW OPS 046/21RR  
Supply, delivery, installation and commissioning  
of the Power Supply Cable for Acacia Sewer Pump Station  
Volume 1 Tender and Contract  
T2.1 and T2.2 List of Returnable Documents

EXAMPLE											SATS 1286.2011		
<b>Annex D</b>													
<b>Imported Content Declaration - Supporting Schedule to Annex C</b>													
(D1) Tender No.						Note: VAT to be excluded from all calculations							
(D2) Tender description:													
(D3) Designated Products:													
(D4) Tender Authority:													
(D5) Tendering Entity name:													
(D6) Tender Exchange Rate:	USD		EU		GBP								
<b>A. Exempted imported content</b>													
Calculation of imported content										Summary			
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value		
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)		
(D19) Total exempt imported value													
										This total must correspond with Annex C - C 21			
<b>B. Imported directly by the Tenderer</b>													
Calculation of imported content										Summary			
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)		
(D32) Total imported value by tenderer													
<b>C. Imported by a 3rd party and supplied to the Tenderer</b>													
Calculation of imported content										Summary			
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value		
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)		
(D45) Total imported value by 3rd party													
<b>D. Other foreign currency payments</b>													
Calculation of foreign currency payments					Summary of payments								
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange									
(D46)	(D47)	(D48)	(D49)	(D50)									
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party													
Signature of tenderer from Annex B													
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above													
This total must correspond with Annex C - C 23													
Date:													



EXAMPLE					SATS 1286.2011
<b>Annex E</b>					
<b>Local Content Declaration - Supporting Schedule to Annex C</b>					
(E1)	Tender No.	<div style="border: 1px solid black; padding: 5px;"> <b>Note:</b> VAT to be excluded from all calculations         </div>			
(E2)	Tender description:				
(E3)	Designated products:				
(E4)	Tender Authority:				
(E5)	Tendering Entity name:				
		Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
			(E6)	(E7)	(E8)
		(E9) Total local products (Goods, Services and Works)			
(E10)	Manpower costs	(Tenderer's manpower cost)			
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)			
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)			
		(E13) Total local content			
		This total must correspond with Annex C - C24			
Signature of tenderer from Annex B					
Date:					

## MBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and  
(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor:..... = ..... (maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- What percentage of the contract will be sub-contracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black 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		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm: .....

8.2 VAT number registration number: .....

8.3 Company registration number: .....

8.4 TYPE OF COMPANY/ FIRM

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

8.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:** .....

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

.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a

fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....
2. ....

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

DATE: .....

ADDRESS .....

.....  
 .....

## MBD 4

### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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, shareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The name 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. ....

<sup>1</sup>MSCM 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.~~



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

3.9 Have you been in the service of the state for the past twelve months? ... **YES / NO**  
3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

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

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

## MBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register, enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	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:		

**MBD 8**

## **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**

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION MBD 9**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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. takes all reasonable steps to prevent such abuse;
  - b. rejects 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. cancels 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

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

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

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

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

### T2.1.7 Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Supply, delivery, installation, and commissioning of the power supply cable for Acacia sewer pump station.**

Name of Tenderer: .....

Description of Goods / Services provided

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

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

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

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

Name of authorised person: .....

Signature: ..... Date .....

Telephone/Mobile: .....

Email: .....

Completed on behalf (Name of Client) .....

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





a world class African city

Contract JW OPS 046/21RR  
Supply, delivery, installation and commissioning  
of the Power Supply Cable for Acacia Sewer Pump Station  
Volume 1 Tender and Contract  
T2.1 and T2.2 List of Returnable Documents



## T2.1.8 Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Supply, delivery, installation, and commissioning of the power supply cable for Acacia sewer pump station.**

Name of Tenderer: .....

Description of Goods / Services provided

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

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

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

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

Name of authorised person: .....

Signature: ..... Date .....

Telephone/Mobile: .....

Email: .....

Completed on behalf (Name of Client) .....

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



a world class African city

Contract JW OPS 046/21RR  
Supply, delivery, installation and commissioning  
of the Power Supply Cable for Acacia Sewer Pump Station  
Volume 1 Tender and Contract  
T2.1 and T2.2 List of Returnable Documents



### T2.1.9 Contactable reference template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to the **Supply, delivery, installation, and commissioning of the power supply cable for Acacia sewer pump station.**

Name of Tenderer: .....

Description of Goods / Services provided

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

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

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

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

Name of authorised person: .....

Signature: ..... Date .....

Telephone/Mobile: .....

Email: .....

Completed on behalf (Name of Client) .....

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



## Technician

[illegible]**Certification:**

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

*Signature of person named in the schedule*

.....

Date \_\_\_\_\_



## T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
<b>2. Other documents required only for tender evaluation purposes</b>	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.54
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxxx number	RD.55

---

### **T2.2.1 Contractor's Certificate of Registration With CIDB**

***The Tenderer shall attach hereto the Contractor's Certificate of Registration with CIDB. Failure to submit the certificate 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.***

---

### **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.***

## **T2.3 LIST OF RETURNABLE SCHEDULES**

### **Document**

### **Page**

#### **3. Returnable Schedules that will be incorporated into the contract**

T2.3.1	Imported content sheet: forward exchange cover for imported goods	RD.57
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# Johannesburg Water SOC Ltd



## VOLUME 1

### PART 1: AGREEMENT AND CONTRACT DATA

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C1.1.1 FORM OF OFFER .....	C.1
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## C1.1 FORM OF OFFER (AGREEMENT)

### C1.1.1 FORM OF OFFER

#### THE TENDERER IS TO COMPLETE AND SIGN THE FORM OF OFFER

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

**CONTRACT NO. JW OPS046/21RR Supply, delivery, installation, and commissioning of the Power Supply Cable for Acacia Sewer Pump Station**

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

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the 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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

**Signature(s)**

\_\_\_\_\_

**Name(s)**

\_\_\_\_\_

**Capacity**

\_\_\_\_\_

**For the Tenderer**

\_\_\_\_\_  
(Name and address of organisation)

**Name and  
signature of  
witness**

\_\_\_\_\_

**Date** \_\_\_\_\_

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

The terms of the contract are contained in

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

and drawings 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 Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this 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 Tenderer shall within **twenty (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 Contract 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 Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now the Contractor) within **five days** after the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute binding contract between the parties,

### FOR EMPLOYER OFFICIAL USE ONLY

Signature(s)

\_\_\_\_\_

Name(s)

\_\_\_\_\_

Capacity

\_\_\_\_\_

For the  
Employer

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

(Name and address of organisation)

Name and  
signature of  
witness

\_\_\_\_\_

Date \_\_\_\_\_

### C1.1.3 SCHEDULE OF DEVIATIONS

Notes:

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

**1 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**2 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**3 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**4 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**5 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**6 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**7 Subject** \_\_\_\_\_

Details \_\_\_\_\_

**8 Subject** \_\_\_\_\_

Details \_\_\_\_\_

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed and

signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

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

**Name(s)**

**Capacity**

**Name and  
signature of  
witness**

(Name and address of organisation)

**Date**

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

**Name(s)**

**Capacity**

**Name and  
signature of  
witness**

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

(Name and address of organisation)

**Date**

## C1.2 CONTRACT DATA

### C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The General Conditions of Contract (GCC) for Construction Works Third Edition (2015), published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from [www.saice.org.za](http://www.saice.org.za).

#### CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

The following contract specific data are applicable to this Contract.

GCC Clause	Information									
Clause 1.1.1.13	The Defects Liability Period is fifty-two 52 weeks from the date of the Certificate of Completion.									
Clause 1.1.1.14	The Work shall be completed within one (1) month.									
Clause 1.1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited, the contact person is Nontokozi Masilela									
Clause 1.2.1.2	<div>The address of the Employer is:</div> <table><tr><td>Physical</td><td>Postal</td><td>Tel: 011 688 6615</td></tr><tr><td>17 Harrison Street</td><td>P.O. Box 61542</td><td>Fax: 011 688 1782</td></tr><tr><td>Marshalltown</td><td>Marshalltown 2107</td><td>Email :<a href="mailto:nontokozi.masilela@jwater.co.za">nontokozi.masilela@jwater.co.za</a></td></tr></table>	Physical	Postal	Tel: 011 688 6615	17 Harrison Street	P.O. Box 61542	Fax: 011 688 1782	Marshalltown	Marshalltown 2107	Email : <a href="mailto:nontokozi.masilela@jwater.co.za">nontokozi.masilela@jwater.co.za</a>
Physical	Postal	Tel: 011 688 6615								
17 Harrison Street	P.O. Box 61542	Fax: 011 688 1782								
Marshalltown	Marshalltown 2107	Email : <a href="mailto:nontokozi.masilela@jwater.co.za">nontokozi.masilela@jwater.co.za</a>								
Clause 5.1.1 and 5.8.1	<div>The non-working days are Sundays</div> <div>The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual “Builder’s Break” as defined by SAFCEC on an annual basis.</div>									
Clause 5.3.1	<div>The documentation required before commencement with Works execution are:</div> <ul style="list-style-type: none"><li>• Health and Safety Plan</li><li>• Approval of the Environmental File</li><li>• Initial programme</li><li>• Commissioner of COID</li><li>• Signed Notification to the Department of Labour</li><li>• Construction Permit were applicable</li></ul>									
Clause 5.3.2	The time to submit the Contract documentation required before commencement of the Works is Ten (10) days.									
Clause 5.4.2	The Works will be executed on an operational Wastewater Treatment Works. Note any requirements regarding phased Access, Construction and Handover.									
Clause 5.13.1	<div>The penalty for failing to complete the Works will be:</div> <div>R2000 (Two thousand Rand) per day</div>									

<b>GCC Clause</b>	<b>Information</b>
Clause 5.16.3	The latent defect period is Ten (10) years
Clause 6.2.1	The security to be provided by the Contractor
Clause 6.8.2	No price adjustment.
Clause 6.8.3	Price adjustments for variations in the costs of special materials are <b>NOT</b> allowed.
Clause 6.10.1.5	The percentage advance on materials delivered to Site but not yet built into the Permanent Works is eighty percent (80%).
Clause 6.10.3	No retention allowed
6.10.4	<p><b>Delivery, dissatisfaction with and payment of payment certificates</b></p> <p>Delete Clause 6.10.4 and replace with the following:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> <li>• The Contractor providing a payment certificate with all required supporting documents to the Employer's Agent on dates to be communicated to the Contractor upon award.</li> <li>• The payment certificate being submitted with an original tax invoice.</li> <li>• A statement being submitted on the last day of the month.</li> </ul> <p>Payment will be made within 30 days of receipt of the supplier's statement.</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.6	A Retention Money Guarantee is not permitted.
Clause 8.4.1.1	<p>Add to the end of Clause 8.4.1.1 the following text:</p> <p>"hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993), and"</p>
Clause 8.6.1	<p>Insurances to be effected</p> <p>Except if provided or otherwise in the Contract data, the Contractor, without limiting his obligations in terms of the Contract, shall as part of the documentation required before commencing with the works in accordance with clause 5.3.1, at his own cost, effect and maintain the following insurances in the joint names of the Employer and the Contractor:</p>
8.6.1.1	Insurance of the Works, Plant intended for incorporation in the Works, and of all materials on the Site intended for incorporation in the Works against damage or physical loss arising from whatever cause (except the causes set out in Clause 8.3.1), for the period for which the Contractor is responsible for the Works in terms of Clause 8.2.1, and for a sum insured which shall be the aggregate of:
8.6.1.1.1	The Contract Price,



<b>GCC Clause</b>	<b>Information</b>
8.6.1.1.2	The amount stated in the Contract Data to cover the value of Plant and materials supplied by the Employer for incorporation in the Works and not included in the Contract Price, and
8.6.1.1.3	The amount stated in the Contract Data to cover professional fees, not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables.
8.6.1.2	A Coupon Policy for Special Risks Insurance issued by Sasria unless otherwise stated in the Contract Data.
8.6.1.3	<p>Liability insurance that covers the Employer as well as the Contractor against their respective liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause '8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion for a limit of indemnity stated in the Contract Data;</p> <p>provided that the insurance shall include a cross-liability clause such that the insurance shall apply to the Contractor and to the Employer as separate insured parties.</p>
8.6.1.4	<p>If ground support insurance is stipulated in the Contract Data, or the Contractor's design or method of construction for carrying out the Works involves the risk of removal of, or interference with support to adjoining properties including land or structures, or any structures to be altered or added to, the Contractor shall effect and maintain insurance against the death or injury to persons, or</p> <p>damage to such property consequent on such removal or interference with support, until such portion of the Works has been completed.</p>
8.6.1.5	Such other additional or varied insurances as are stated in the Contract Data.
8.6.2	<p><b>Liability of deductibles</b></p> <p>The Contractor shall be liable for the payment of the in respect of each claim settlement in terms of the deductibles policies effected by the Contractor.</p>
8.6.3	<p><b>Requirements relating to subcontractors</b></p> <p>In respect of subcontractors, the Contractor shall legally be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the subcontractors have effected such insurance</p>
8.6.4	<p><b>Contractor to effect insurances obtainable</b></p> <p>save as otherwise provided in the Contract, nothing herein contained shall oblige the Contractor to effect any insurance which is not generally obtainable from a registered insurer in South Africa.</p>
8.6.5	<p><b>Employer to approve insurance policy</b></p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an company registered in South Africa and the terms thereof shall be subject to approval by the Employer, which approval shall not be unreasonably withheld</p>
8.6.6	<b>Contractor to produce proof of payment</b>

GCC Clause	Information
	The Contractor shall produce to the Employer's Agent the policies by which the insurances are effected and proof of the due payments of all premiums thereunder and of the continuity payment of the policies for the required period.
8.6.7	<b>Remedy on Contractors failure to insure</b> If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose, and the Employer shall be entitled to recover such amounts paid from the Contractor.
Clause 8.6.1.1.2	Negotiations on the settlement of claims under the insurance effected by the Employer shall be conducted by the Contractor with the Insurers through the Employer's Insurance Brokers.
Clause 8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R150, 000.00.
Clause 10.5.3	The adjudication board shall consist of three members.
Clause 10.7.1	Dispute resolution shall be by arbitration if amicable settlement has failed.

#### C1.2.1.1 Additions

The additional Conditions of Contract are:

##### C1.2.1.1.1 Penalties

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

##### a) Fail to report

- The Employer shall levy a penalty on Contractor, should the latter fail to provide reporting as required in the specification highlighted in the Scope of Work in PS 5.17 with regard to content and frequency, whilst as per the Pricing Data section no payment for work completed shall be processed.
- The penalty value shall be R 5 000.00 per report per occasion; and
- If the Contractor fails to complete the latter more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to senior management, he shall reserve the right to:
  - i. perform the Works internally or through another Contractor; and
  - ii. deduct additional costs incurred by the Employer from monies owed to the Contractor. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
  - iii. terminate the Contract;

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

b) Penalties irreversible

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

**C1.2.1.1.2 Source of instructions**

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

**C1.2.1.1.3 Officials not to benefit**

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

**C1.2.1.1.4 Prevention of corruption**

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

**C1.2.1.1.5 Confidential nature of documents**

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

**C1.2.1.1.6 Returns of labour, plant, equipment and material**

The Contractor shall provide a return in detail in the form and at such intervals as the Employer's Agent or his duly authorized representative may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time

employed by the Contractor on the Site and such information respecting constructional plant, equipment and material as the Employer's Agent or his duly authorized representative may require.

**C1.2.1.1.7 Materials and workmanship**

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

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

**C1.2.1.1.8 Examination of the work before covering up**

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

**C1.2.1.1.9 Employer's Agent's power to order removal of improper work and materials**

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

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

**C1.2.1.1.10 Default of Contractor in carrying out Employer's Agent's or his duly authorized representative's Instructions**

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

**C1.2.1.1.11 Date falling on public holiday or weekend**

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

**C1.2.1.1.12 Ambiguities and inconsistencies**

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

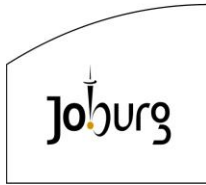
**C1.2.1.1.13 False claims by the Contractor**

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

The Contractor shall note that any of the above shall constitute non-performance on the part of the Contractor.

## C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

GCC Clause	Information																		
Clause 1.1.1.9	The name of the Contractor is .....																		
Clause 1.2.1.2	The address of the Contractor is:  <table> <tr> <td>Physical</td><td>Postal</td><td>Tel:</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>Fax:</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>Email:</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </table>	Physical	Postal	Tel:	.....	.....	.....	.....	.....	Fax:	.....	.....	.....	.....	.....	Email:	.....	.....	.....
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# Johannesburg Water (SOC) Ltd




## VOLUME 1

### PART 1.3 : FORMS AND SECURITIES



Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2	3	4			
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4	C5

Supply, delivery, installation, and commissioning of the  
Power supply cable for acacia  
sewer pump station c1.3 forms of securities

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Employer:		Contractor:	
Witness:		Witness:	



<b>Volume</b>	<b>1</b>	2	3	4			
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4	C5



Supply, delivery, installation and commissioning of the  
Power supply cable for acacia  
sewer pump station c1.3 forms of securities

## 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) Blasting Indemnity
- b) Agreement in terms of the Occupational Health and Safety Act
- c) 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:	

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



Supply, delivery, installation and commissioning of the  
Power supply cable for acacia  
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### C1.3.1 Blasting Indemnity

Given by \_\_\_\_\_

\*Company Registration No. \_\_\_\_\_

Address \_\_\_\_\_

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

\_\_\_\_\_ duly authorised hereto by a resolution of the Contractor dated

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

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

\_\_\_\_\_ and the Company requires this Indemnity from the Contractor

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

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

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the subscribing

witnesses.

As witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

Signature

Duly authorised to  
sign on behalf of

Address



Employer:		Contractor:	
Witness:		Witness:	

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



Supply, delivery, installation and commissioning of the  
Power supply cable for acacia  
sewer pump station c1.3 forms of securities

### C1.3.2 Health and Safety Contract Between Employer and Contractor In Terms of Section 37(2) Of The Occupational Health and Safety Act No 85 Of 1993

Written agreement between Johannesburg Water ((Proprietary) Limited (hereinafter referred to as "the

Employer) and \_\_\_\_\_ (hereinafter referred to as "the mandatory") as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I \_\_\_\_\_ representing

\_\_\_\_\_ (mandatory) do hereby acknowledge that

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Signature on behalf of mandatory \_\_\_\_\_

Signature on behalf of Employer \_\_\_\_\_

**Compensation Fund Registration No. of mandatory** \_\_\_\_\_

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



Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2	3	4				
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4	C5	



Supply, delivery, installation and commissioning of the  
Power supply cable for acacia  
sewer pump station c1.3 forms of securities

### **C1.3.3 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. The area in which the work is to be conducted is \_\_\_\_\_
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:	

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



Supply, delivery, installation and commissioning of the  
Power supply cable for acacia  
sewer pump station c1.3 forms of securities

### C1.3.3.1 Occupational Health and Safety Indemnity Undertaking

I, the undersigned \_\_\_\_\_  
in my capacity as \_\_\_\_\_  
of the firm \_\_\_\_\_

1.0 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;

2.0 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.

3.0 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.



Employer:		Contractor:	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2	3	4				
<b>Part</b>	T1	T2	<b>C1</b>	C2	C3	C4	C5	



Supply, delivery, installation and commissioning of the  
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4.0 I hereby confirm that I have the authority to sign this indemnity undertaking and that the Employer is not obliged to confirm such confirmation.

Signed at \_\_\_\_\_ This \_\_\_\_\_ day  
of \_\_\_\_\_

Signature

Capacity

As witnesses:

1 \_\_\_\_\_  
2 \_\_\_\_\_



Employer:		Contractor:	
Witness:		Witness:	

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

Contract JW OPS 046/21RR  
 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF  
 THE POWER SUPPLY CABLE FOR ACACIA SEWER PUMP STATION

SECTION 100

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
SABS 1200 A		<b>SECTION 100 : PRELIMINARY AND GENERAL</b>				
8.3		<b><u>GENERAL (SMALL WORKS)</u></b>				
8.3.1		<b>Scheduled fixed-charge and value- related items:</b>				
		<b>Contractual requirements</b>				
	101	Contractual requirements for the provision of all sureties, insurance of the works and plant, third party and public liability insurance, unemployment insurance, plus any other obligation, e.g. financing etc.	Sum	1		
		<b>Establishment of facilities on the Site:</b>				
		<b>(a) Facilities required by Contractor</b>				
	102	(i) Ablution and latrine facilities	Sum	1		
	103	(ii) Tools, plant and Equipment	Sum	1		
	104	(iii) Access and security	Sum	1		
	105	<b>Other fixed-charge obligations</b>				
		(i) Compliance to OHS Act and regulations (Including submitting health& Safety file)	Sum	1		
		(ii) Compliance to Environmental Management Plan	Sum	1		
		(iii) Establish of survey control and provide as-built drawings	Sum	1		
		(v) Removal of the existing cable on site	Sum	1		
	106	<b>Removal of Site establishment</b>	Sum	1		
8.4		<b>Scheduled time-related items:</b>				
8.4.1	107	<b>Contractual requirements</b>	Month	1		
	Carried forward					

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

Contract JW OPS 046/21RR  
 SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF  
 THE POWER SUPPLY CABLE FOR ACACIA SEWER PUMP STATION

Pricing Data  
**SECTION 100**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		Brought forward				
8.4.2		<b>Operation and maintenance of facilities on Site, for duration of construction, except where otherwise stated:</b>				
8.4.2.1		<b>(a) Facilities for Contractor</b>				
	108	(i) Ablution and latrine facilities	Month	1		
	109	(ii) Tools, Plant and Equipment	Month	1		
	110	(iii) Access and security	Month	1		
8.5		<b>Sums stated provisionally by Engineer</b>				
	111	(a) Reinstatement of asphalt by JRA	Prov. Sum	1		<b>R 30,000.00</b>
	112	(b) Overheads, charges and profit on item (a) above	%			
	113	(c) Material control testing and factory	Prov. Sum	1		<b>R 10,000.00</b>
	114	(d) Overheads, charges and profit on item (c) above	%			
		Carried forward				



Employer:		Service Provider	
Witness:		Witness:	

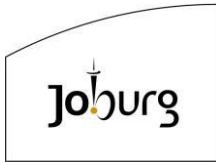


Volume	1	2	3	4			
Part	T1	T2	C1	C2	C3	C4	C5

Contract JW OPS 046/21RR  
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF  
THE POWER SUPPLY CABLE FOR ACACIA SEWER PUMP STATION  
Pricing Data  
**SECTION 100**

[illegible]

Employer:		Service Provider	
Witness:		Witness:	



# **Johannesburg Water (SOC) Ltd**

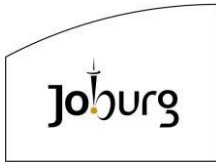


## **VOLUME 1**

## **CONTRACT**

## **PART 2:**

## **PRICING DATA**

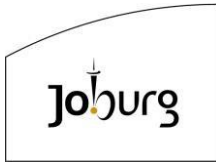


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## **C2.1 PRICING DATA: PRICING INSTRUCTIONS**

### **PREAMBLE TO THE BILL OF QUANTITIES**

1. 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 “Electrical Engineering Quantities”, by the South African Institute of Electrical Engineering.
2. The basis and principles of measurement and payment are described in Clause 8 of each of the Standardised Specifications for Electrical Engineering Construction. The applicable SANS 1200 Standardised Specifications are listed in the Scope of Work, Portion 1: Project Specification. Variations and amendments to the Standardised Specifications are contained in the Scope of Work, Portion 2: Variations and Additions to the Standardised Specifications.
3. 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.
4. The clauses in a specification in which further information regarding the Bill item may be found are listed in the “Payment Refers” column in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of billed 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 1200 G.
5. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
6. The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Employer’s Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
7. The prices and rates to be inserted in the bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates 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 on which the tender is based, 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.

8. 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 covered by the other prices or rates in the Bill.
9. Except where a rate only is required, the tendered price for each billed item is to be inserted in the "Amount" column. The total tendered price is to be inserted in the Summary of the Bill of Quantities.
10. Arithmetical errors in the Bill of Quantities will be corrected in accordance with Clause F3.9 of the Conditions of Tender.
11. The units of measurement described in the Bill of Quantities are metric units. Alternatives used in the Bill of Quantities are as follows:

mm	=	millimetre			h	=	hour
m	=	metre			kg	=	kilogram
km	=	kilometre		t	=	ton(1000kg)	
m <sup>2</sup>	=	square metre		No.	=	number	
m <sup>2</sup> pass	=	square metre pass		sum	=	lump sum	
ha	=	hectare		MN	=	meganewton	
m <sup>3</sup>	=	cubic metre		MN.m	=	meganewtom-metre	
m <sup>3</sup> km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum		
l	=	litre	Prov sum	=	Provisional sum		
kl	=	kilolitre	%	=	per cent		
MPa	=	megapascal	kW	=	kilowatt		
Months	=	Calander Months					
12. The Tenderer shall price each item in the Bill of Quantities in **BLACK INK OR TYPED**.



<b>Volume</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>				
Part	T1	T2	C1	C2	C3	C4	C5	

**SECTION 200**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
SABS 1200 C		<b>SECTION 200: CIVIL ACACIA SEWER PUMP STATION</b>				
		<b><u>SITE CLEARANCE</u></b>				
SANS 1200		<b><u>EARTHWORKS</u></b>				
		<b>EXCAVATION</b>				
8.3.2 a)	201	Excavate for trenches and use for backfilling, compact and dispose of surplus material	m <sup>3</sup>	480		
8.3.2 b)		Extra over item 201 for:				
	202	1. Intermediate excavation	m <sup>3</sup>	5.0		
	203	2. Hard rock excavation	m <sup>3</sup>	5.0		
		<b><u>CONCRETE</u></b>				
PSGA 5.4		<b>SCHEDULED CONCRETE ITEMS</b>				
SANS 1200 GA 8.4.2		Concrete encasement				
	204	a) 75 mm thickness	m <sup>2</sup>	25		
		Strength concrete 35 MPa/19 mm				
		<b><u>UNDERROAD DRILLING</u></b>				
8.4.3	205	(a) Establishment , drill and install 110mm PE100 PN16 HDPE pipe	m	480		
		<b>TOTAL SECTION 200 CARRIED TO SUMMARY</b>				

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



**SECTION 300**

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
		<b>SECTION 300: ELECTRICAL ACACIA SEWER PUMP STATION</b>				
		<b>Removal of Existing LV cable and Transport to Johannesburg Water Stores</b>				
	301	Removal of Existing 95mm <sup>2</sup> X 4 Core	Sum	1		
		SWAPVC Cable cables in accordance with clause PS4.2 of the Particular Specification.				
		<b>Supply, delivery, installation and testing (Pre commissioning tests to be carried out on the cables)</b>				
		<b>LV Cables</b>				
	302	4 core x 120mm <sup>2</sup> SWA Cable	m	500		
	303	4 core x 120mm <sup>2</sup> SWA Cable termination kit	Sum	1		
	304	LV make off and lugs and glads	Sum	1		
		<b>Bare copper earth wire</b>				
	305	70 mm <sup>2</sup> cables	m	500		
	306	70 mm <sup>2</sup> SWA Cable termination kit	Sum	1		
	307	LV make off and lugs and glads	Sum	1		
		<b>Miscellaneous</b>				
		<b>Supply and installation</b>				
	308	Danger Signs and Notices	Sum	1		
	309	O&M Manuals (electrical sections)	Sum	1		
	310	All material for the labelling and numbering as specified for the complete electrical installation	Sum	1		
	311	CoC for electrical work done	Sum	1		
	312	Supply and Installation of danger tape 200mm	Sum	1		
		<b>TOTAL SECTION 300 CARRIED TO SUMMARY</b>				



Employer:		Service Provider	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>				
<b>Part</b>	<b>T1</b>	<b>T2</b>	<b>C1</b>	<b>C2</b>	<b>C3</b>	<b>C4</b>	<b>C5</b>	

Contract JW OPS 046/21RR  
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF  
THE POWER SUPPLY CABLE FOR ACACIA SEWER PUMP STATION  
Pricing Data

## C2.3 SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
100	PRELIMINARY AND GENERAL	R _____
200	CIVIL WORKS	R _____
300	ELECTRICAL	R _____
<b>SUB TOTAL A</b>		<b>R</b> _____
ADD 10% FOR CONTIGENCIES		R _____
ADD 15% FOR VAT		R _____
<b>TOTAL ( INCLUSIVE OF VAT) CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>		<b>R</b> _____

SIGNED ON BEHALF OF TENDERER : .....



Employer:		Service Provider	
Witness:		Witness:	



<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



Contract JW OPS 046/21RR Page (i)  
Supply, delivery, installation, and  
commissioning Of the Power Supply  
Cable for Acacia Sewer Pump Station

## Scope of Work

# Johannesburg Water (SOC) Ltd



## VOLUME 1

## PART 3: SCOPE OF WORK

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



Contract JW OPS 046/21RR Page (ii)  
Supply, delivery, installation, and  
commissioning Of the Power Supply  
Cable for Acacia Sewer Pump  
Station

## Scope of Work

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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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## Scope of Work

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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Supply, delivery, installation, and  
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Cable for Acacia Sewer Pump  
Station

## Scope of Work

# C3 SCOPE OF WORK

## GENERAL

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

## SCOPE

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

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

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

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

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



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Supply, delivery, installation, and  
commissioning Of the Power Supply  
Cable for Acacia Sewer Pump  
Station

## Scope of Work

## DEFINITIONS

For the purpose of this Contract the following shall have the associated meaning:

- a) Unless inconsistent with the context, an expression which denotes:
  - i) any gender includes the other genders;
  - ii) a natural person includes a juristic person and vice versa; and
  - iii) the singular includes the plural and vice versa.
- b) '**Service Provider**' shall mean either a consultant or contractor appointed to provide a particular service, i.e. investigations, design, labour provision and/or construction.
- c) '**VAT**' shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

### Technical Definitions and Terminology

In general, the following definitions and terminology shall apply:

Armouring	A layer or layers of galvanized steel wires applied to the cable to provide mechanical protection or earth continuity, or both.
Bedding	A layer of extruded compound applied to the cable beneath the armouring.
Cable	A length of core or more cores assembled together, that may or may not be provided with an overall mechanical covering.
Core	A single insulated conductor without protective covering.
Direction of lay	The lateral direction of inclination to the axis (either left or right) of the receding helix formed by wire or core in a cable or flexible cord.
P.V.C.	Polyvinyl chloride
Sheath	A solid extruded protective covering applied as the exterior of a cable or a flexible cord.

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Employer:		Contractor	
Witness:		Witness:	



<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Station

## Scope of Work

## ABBREVIATIONS

For the purpose of this Contract the following abbreviations shall have the associated meaning:

ASTM	: American Society for Testing and Materials
avi	: Audio Video Interleaved Format
BEE	: Black Economic Empowerment
BS	: British Standard
CCD	: Charge-coupled Device
CD	: Compact Disk
CE	: Civil Engineering Works
CIDB	: Construction Industry Development Board
CoJ	: City of Johannesburg
CLO	: Community Liaison Officer
COP	: Code of Practice for Work within the Road Reserve
DS	: Downstream
DVD	: Digital Versatile Disk
EB	: Electrical Engineering Works
ECSA	: Engineering Council of South Africa
EDA	: Enterprise Declaration Affidavit
EMP	: Environmental Management Plan
EPWP	: Expanded Public Works Programme
Ext	: Extension
GCC	: General Conditions of Contract
GIS	: Geographic Information System
HD	: High Definition
ISO	: International Organisation for Standardisation
JRA	: Johannesburg Road Agency

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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JW	: Johannesburg Water (SOC) Ltd
mov	: Quick Time Movie File Format
MPEG	: movie photographic experts group
mpg	: MPEG Video Format
SABS	: South African Bureau of Standards
SANS	: South African National Standard
SD	: Standard Definition
SDR	: Standard Dimension Ratio
SOP	: Standard Operating Procedure
SWA	: Steel Wire Armoured cable
VAT	: Value Added Tax

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

# PORTION 1: PROJECT SPECIFICATION

## PS1 DESCRIPTION OF THE WORKS

### PS1.1 Employer's Objectives

The Employer's objective, as the water and sanitation service provider for the CoJ, is to ensure the effective delivery of water and sanitation services being supplied to customers within his area of jurisdiction, be of good quality that is accessible, reliable and efficient in an environmentally responsible/sustainable way.

### PS1.2 Overview of the Works

The project requires the Supply, delivery, installation and commissioning of the Power Supply Cable for Acacia Sewer Pump Station, within the Employer's area of jurisdiction as a once off contract.

### PS1.3 Extent of the Works

The Contractor shall be required to:

- Isolate old, damaged cable
- Supply, install and commission a 500m 120mm<sup>2</sup> x 4 core SWA cable;
- Supply, install and commission a 500m 70mm<sup>2</sup> bare earth copper cable;
- supply and install a 480m 110mm sleeve
- LV make off, termination kits and Lugs
- Trench, excavate and remove the existing cable
- Reinstall, backfill and compacting the soil
- Make provision of site establishment and security personnel
- Make provision of Safety Requirements
- Issue a CoC for electrical work done
- Lay danger tape 200mm above cable
- Make provision for Way leave for road crossing with JRA
- Road Crossing (Tar) underground scanning and drilling and reinstatement
- Marking and labelling of the cables.
- Pre commissioning tests to be carried out on the cables

### PS1.4 Location of the Works

The works is located at the Acacia Sewer Pump Station in Midrand, Acacia Road

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Supply, delivery, installation, and  
commissioning  
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## Scope of Work

### PS1.5 Temporary Works

Temporary works shall:

- Include the works required to have site establishment, security personnel for the duration of the works and laying 200mm danger tape over the cable trenching.
- Be such to ensure no or limited interruption to vehicular and pedestrian traffic.

The Contractor shall further note that stockpiling of materials, plant, excavated material or any other construction related infrastructure shall NOT be allowed in locations that may interfere with the operations of the Employer and the public in general.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

## PS2 ENGINEERING

### PS2.1 Employer's Design

The Contractor shall comply with all applicable local and international standards and guidelines as mandated by the Employer, SANS, and the supplier and/or manufactures of applicable materials and goods.

All fittings must be approved by Johannesburg Water prior to installation.

All materials and fittings are to be in line with Johannesburg Water standard specifications and guidelines.

**Note: The raised installation cannot obstruct traffic or pedestrian flow; consideration must be given to the installation location.**

### PS2.2 Drawings

No construction drawings shall be issued.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



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Acacia Sewer Pump Station

## Scope of Work

# PS3 PROCUREMENT

## PS3.1 Preferential Procurement Procedures

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

- a) Empowerment and Preferential Procurement (MBD 6.1)

These schedules contain all requirements with regard to preferential procurement.

## PS3.2 Sub-contracting

The contract is not subject to sub-contracting; however the successful tenderer may subcontract a portion of work at their own discretion.

**NOTE:** *The Employer shall not negotiate directly with sub-contractors and all problems relating to payments, programming, workmanship, etc., are matters between the Contractor and his sub-contractors.*

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Supply, delivery, installation, and  
commissioning  
Of the Power Supply Cable for  
Acacia Sewer Pump Station

## Scope of Work

# PS4 CONSTRUCTION

## PS4.1 Applicable Standards

### PS4.1.1 Electrical works Standards

Cables shall be strictly manufactured in accordance with the requirements of the latest editions of the following standards:

SANS 1507	: Electrical cables with extruded solid dielectric insulation for Fixed installations
SANS 1411	: Materials of insulated electric cables and flexible cords
SANS 1520	: Flexible electrical cables for use in mines
SANS 10142-1	: The Wiring of Premises Part 1 – Low Voltage Installations
IEC 173	: Flexible cords
IEC 245	: Rubber insulated cables
IEC 287	: Current rating calculations
IEC 540	: Insulation tests
VDE 0250	: Standard for insulated wires and flexible cables

The Occupational Health and Safety Act (Act No. 85 of 1993)

### PS4.1.2 Civil works standards

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

<b>SANS</b>	<b>Description</b>
1200 A	: General (1986)
1200 DA	: Earthworks (Small works) (1988)
1200 GE	: Precast Concrete (1984)
1200 L	: Medium-pressure pipe lines (1983)
1200 LB	: Bedding (Pipes) (1983)

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

**Office Address:**  
1 Dr Lategan Road  
Groenkloof  
PRETORIA

**Postal Address:**  
Private Bag X191  
PRETORIA  
0001

**Telephone:**  
National: (012) 428 7911  
International: + 27 12 428 7911  
Email: sales@sabs.co.za

**Telefax:**  
National: (012) 3441568  
International: + 27 12 344 1568

### PS4.1.3 Other Standards

Other Standard Specifications for applicable to this Contract shall be:

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

- a) ASTM C.309 Type 1 (Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete)
- b) City of Johannesburg Metropolitan Municipality, Public Road and Miscellaneous By-laws, Code of Practice for work in the road reserve (COP), Latest Version.

**NOTE:** Should any requirement of this COP conflict with any requirement of the standardised or particular specifications the requirements of the COP shall prevail. The COP is available at Johannesburg Roads Agency Offices, Wayleaves Department, Contact number: (011) 298 5000

- c) South African Road Traffic Signs Manual, Chapter 13.
- d) ASTM C150/C150M-09 Standard Specification for Portland Cement.
- e) ASTM E23 - 07ae1 Standard Test Methods for Notched Bar Impact Testing of Metallic Materials.
- f) ISO 2531 (1998) Ductile iron pipes, fittings, accessories and their joints for water or gas applications.
- g) ISO 4179 (2005) Ductile iron pipes and fittings for pressure and non-pressure pipelines - Cement mortar lining.

## PS4.2 Technical specifications

### PS4.2.1 Cable construction

The cable shall be constructed as follows:

#### Conductor Material

The copper conductors shall be of plain annealed or hard draw wire in accordance with the requirements of the latest edition of SANS 1411.

#### Insulation

The insulation material shall comprise of PVC in accordance with the requirements of the latest edition of SANS 1411.

#### Core Colour Identification

The cable cores colour shall be in accordance with the requirements of the latest edition of SANS 1507

#### Bedding

The bedding shall consist of a continuous P.V.C. extruded sheath.

#### Armour

The armouring shall consist of one layer of round galvanised steel wire in accordance with the requirements of the latest edition of SANS 1411.

Employer:		Contractor	
Witness:		Witness:	



<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

### Sheath

The outer sheathing shall be an impermeable, halogen free, reduced smoke emission, flame retardant PVC in accordance with the latest edition of SANS 1411.

### Cable for Industrial Control Circuit Wiring

For general purposes this shall be a flexible P.V.C. insulated cable with a minimum of 21 finely stranded copper conductors having minimum cross sectional area of 2.5mm<sup>2</sup> and a rated insulation voltage of 600/1000V, manufactured to SANS 1507 or equivalent specifications.

#### PS4.2.2 Cable Markings

The cables shall be legibly marked in accordance with the requirements of the latest edition of SANS 1507, and shall also include the following:

- Conductor size in square millimetres
- Number of cores
- Conductor material (copper)
- The specification number (SANS 1507) to which the cable has been manufactured.
- The year of manufacture.

#### PS4.2.3 Cable Sizing and De-Rating

The cables shall be sized and de-rated in accordance with the requirements of the latest edition of SANS 10142.

#### PS4.2.4 Packaging

Cables shall be packed on reeled drums. The moisture content of wooden cable drums shall not exceed 20%.

Each end of the cable shall before being secured to the reeled drum, be sealed by an acceptable method approved by the Engineer. The outer end shall be secured to the reel drum and the inner end shall be protected in a manner against mechanical damage.

The cable reeled drums shall be capable of taking a round spindle and be lagged with strong, closely fitted battens, at the inner and outer circumference so as to prevent damage to the cables. The spindle bearing plates shall be steel. The dimensions of the drum shall not exceed 1 100 mm width, 2 000 mm diameter and the spindle bearing plate shall not be less than 9 mm thick. Each drum shall be clearly marked on both sides in accordance with the latest edition of SANS 1507.

The ends of the PVC sheathed cable shall be sealed to avoid penetration of moisture. Each cable drum shall be numbered.

#### PS4.2.5 Testing Of Cables

The cables shall be tested in accordance with the requirements of the latest edition of SANS 1507.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

Routine test certificates shall be supplied for each drum of cable supplied under the Contract.

### PS4.2.6 Quality Assurance

All the cables supplied under the Scope of Works of this project shall be designed and manufactured under a quality control system, typically to SANS ISO 9000 series.

### PS4.2.7 Minimum health and safety requirements

This section of the specifications is to be read in conjunction with the Contract Health and Safety specifications. The following requirements shall be deemed minimum compliance requirements to ensure the health and safety of the public and workers during the execution of the Contract:

#### PS4.2.8 Road safety equipment

Work units or teams shall be provided with:

- An amber-flashing beacon, which shall comply with and be operated in accordance with any governing road vehicle lighting regulations or similar.
- Appropriate sized and quantity of road signs, including delineators and cones which shall be displayed at the works area in accordance with the South African Road Traffic Signs Manual, Chapter 13.**
- Bright coloured overalls, fluorescent over-jackets and belts for each team member for use at all working times during the day or night.

#### PS4.2.9 Works site safety

The works are to be executed in areas with high volume pedestrian and vehicular traffic. The Contractor shall ensure that:

- the workspace required to successfully complete installations shall be kept at a minimum. Thus, plant and equipment not used is to be removed from the work site to minimize disruption to the customer, other traffic and the general public.
- the working area shall be free of debris when the Contractor leaves the site at the end of the day or each shift.
- open chambers, machinery and standing equipment are to be protected to ensure the safety and convenience of traffic, the general public or other at all times.

#### PS4.2.10 Traffic control

**Traffic (human and vehicular) control and signage shall be in accordance to the South African Road Traffic Signs Manual, Chapter 13.** And at minimum include:

- a traffic control plan with detailed diagrams showing the location of all traffic control devices and the length of time for all lane closures, as well as location of any flaggers, as necessary.
- one lane of traffic in each direction must be maintained at all times and local streets may only be closed with prior approval of the Engineer.
- provision and maintenance of lights, guards, fencing and watching when and where necessary or required for the protection of the Works and the materials and equipment utilized therefore or for the safety and convenience of the public or others.

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

- d) the name and number of the Contractor representatives responsible for traffic control shall be made available to solve traffic problems at each works site location.

### PS4.2.11 Metric measurement

All survey recorded dimensions of infrastructure shall be in metric units, including for conduits, chambers.

### PS4.2.12 Site preparation

Prior to any Works commencement the Contractor shall photograph or video tape entire work area. One copy of which shall be given to the Engineer's authorized representative and one copy shall remain with Contractor for a period of 52 weeks following the issue of a Completion Certificate. This record shall be used to establish accountability for damages during the execution of the Contract.

No alterations beyond what is required for Works are to be made. Contractor shall confine all activities to designated work areas, to the absolute minimum required.

### PS4.2.13 Excavation

- All secondary mains, erf connection, meter and fitting excavations shall be with SANS 1200DB but performed by hand, unless the Contractor can demonstrate to the satisfaction of the Engineer or his duly authorized representative that hand excavation is impossible and/or impractical.
- All excavated material shall be kept within defined limits and shall be placed and kept well clear of all manhole covers, culvert in- and outlets, fire hydrants, benchmarks, stand pegs, fences, etc.
- Excavations more than 1.5m deep shall be adequately shored or braced to support the overhanging material and other loads which may occur.
- The Safety officer, or another competent person appointed by the Contractor in writing, shall inspect every excavation, including bracing and shoring.
- Each excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, shall be adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable;.

### PS4.2.14 Spoiling of material

No indiscriminate spoiling of material by the Contractor shall be allowed. All surplus or unsuitable material shall be spoiled at a site located by the Contractor, deemed by the Engineer as compliant with legislative requirements. shall be poured on granular material or acceptable undisturbed foundation material.

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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

### PS4.3 Work-related instructions

#### PS4.3.1 Return of removed cable and fittings

On completion of the ordered Works, the Contractor shall return all removed supply cable and/or fittings to the Employer's Scott Athol depot

#### PS4.3.2 Avoidance of contamination

The Contractor shall:

- Take reasonable care to avoid contamination of the mains whilst works are executed.
- Not stack pipes in the street or stormwater channels or surface watercourses or such place that may result in its contamination.

#### PS4.3.3 Damage to persons and property

The Contractor shall (except if and so far as the Contract provides otherwise) indemnify and defend at his own expense the Employer, its officers, agents, employees and servants from and against all suits, claims, demands, proceedings, and liability of any nature or kind, including costs and expenses, for injuries or damages to any person or any property whatsoever which may arise out of or in consequence of acts or omissions of the Contractor or his agents, employees, servants or sub-contractors in the execution of the Contract. The provision of this clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or with respect to:

- The right of the Employer to construct the Works or any part thereof on or through any land.
- Interference whether temporary or permanent with any right of water or other easement which is the unavoidable result of the construction of the Works in accordance with the Contract.
- Death, injuries or damage to persons or property resulting from any act or neglect of the Employer, his agents, servants or other contractors, done or committed during the validity of the Contract.

#### PS4.3.4 Interference with property access and traffic

All operations necessary for the execution of the Works and for the Construction of any Temporary Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the public convenience, or the access to, use and occupation of, public or private roads and footpaths to or of properties whether in the possession of the Employer or of any other person. The Contractor shall hold harmless and indemnify the Employer in respect of all claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of or in relation to any such matters in so far as the Contractor is responsible therefore.

#### PS4.3.5 Contractor to keep site clean

During the progress of the Works, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Constructional Plant and surplus materials and clear away and remove from the Site any rubbish or Temporary Works no longer required.

#### PS4.3.6 Clearance of site on practical completion

On the practical completion of the Works, the Contractor shall clear away and remove from the Site all Constructional Plant surplus materials, rubbish and Temporary Works of every kind and leave the

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



### Scope of Work

whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer or his duly authorized representative.

#### PS4.3.7 Testing

Testing of the various parts of the works shall be in accordance to the relevant standard specifications, or as required by the material manufacturer.

#### PS4.3.8 Contractor's responsibility

The Contractor shall be held responsible for damage to street or road surfaces, kerbing, storm water drainage channels (gutters), existing utilities, etc. that result from his negligence during the implementation of all works. The Contractor shall repair, at his cost, any damage resulting there from, which shall be subject to approval by the owner of such asset and the Engineer or his duly authorized representative.

#### PS4.3.9 No disturbance

The Contractor shall be required to perform Works at all surface boxes and chambers with limited and approved disturbance to the existing service provision.

---

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

### PS4.4 Records and reporting

#### PS4.4.1 Job cards

This contract is not subject to job card. The Contractor must ensure that all the accurately recordings for testing and reporting are recorded at all times.

#### PS4.4.2 Photographs

A copy of the photographs for all completed ordered works shall be submitted with the weekly progress report, whilst maintaining another copy on record for the duration of the Contract Period, including and up to the end of the contractual defects and liability period. Further a copy of the photograph shall be made available to the Engineer or his duly authorised representative within 24 hours of request therefore at no cost to the Employer or Engineer.

#### Critical required photographs

Photographs shall be provided for:

- Excavations and trenches, clearly showing the extents of the excavations before **and after** the commencement of any works.
- Cable, clearly showing the cable to be replaced, **before and after** removal and of the new cable **after** the replacement has been completed.

#### Format and Quality

Photographs shall be supplied in digital format having a minimum resolution of 5 Mega Pixels each. The photos shall have sufficient exposure to present a clear image and accurate representation of the photograph matter.

#### Naming of photographs

Each photograph is to be named as follows:

Contract Number - Stage of Works – 'Pic' - Picture number of the sequence

E.g. JWOPS 046/21-2976830-Before-Pic-3.jpg

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

### PS4.4.3 Reporting requirements

The Contractor shall submit to the Engineer reports as follows:

- Weekly on or before Friday of each Week;
- with his request for payment;
- within a maximum of 5 days after successful completion and testing of the completed Works
- within a maximum of 5 days after the expiration date of the Contract Period for all successfully completed and tested ordered Works, containing a full record of the Works completed under the Contracts;

#### Contractual sign-off

The Contractor shall ensure that all reports submitted to the Engineer or his duly authorised representative are formally signed-off by the most senior Contractor designated manager, preferably the Contract authorised signatory, as an indication that the report has been quality checked and information contained therein is an accurate account of the works executed.

No report shall be accepted for review and shall be considered incomplete by the Engineer or his duly authorised representative if it is not formally signed by the most senior Contractor designated manager.

### PS4.4.4 Locating of services

The Contractor shall locate all services, known and unknown, within the vicinity of the ordered Works, using specialist equipment and if required exposing such by means of hand excavation. This shall be limited to where ordered Works may result in damage of such services, typically as may be the case with the installation of a new meter and/or fitting or repositioning of an existing meter and/or fitting.

### PS4.4.5 Access to disconnect and connect erf connections to secondary mains

The Contractor shall:

- Locate and expose the secondary mains by hand excavations to such an extent as to provide sufficient working space, to a minimum depth of 300mm below the secondary mains to facilitate proper connection of the erf connection.
- Protect secondary mains at all times whilst being located and erf connections disconnected or connected, backfilling, compaction and surface reinstatements are being executed.

### PS4.5 Plant and materials

The Contractor is required to provide all plant and materials necessary to carry out the works as required. No additional allowances other than those already specified in the Schedule of Rates shall be allowed for with respect to plant and materials.

±

### PS4.6 Construction equipment

See clause PS4.3.

### PS4.7 Existing services

The Contractor:

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

- must make provision for the possible existence of numerous services (e.g.: Stormwater, Sewer, Eskom, City Power, Egoli Gas, Rand Water, Telkom, and the like) within and in close proximity to the work areas.
- is to obtain way leaves indicating the location of existing services from all affected service providers prior to the commencement of construction. The Contractor is to comply with the conditions of the way leaves received from the various service providers.
- is to ensure the protection and integrity of all existing services exposed and encountered through the course of construction activities. Adequacy in terms of protection of existing services shall be at the discretion of the Engineer. The Contractor is to make good the protection of and any breakages to existing services. The Contractor is to record on as built drawings the location of existing services or services which have been relocated during Contract Period.
- must inform the relevant service provider immediately (within 2 hours of incident) such that procedures for the reinstatement of the service can be effected, should he damage or break an existing service (whether known or unknown).
- is responsible to provide his own equipment in order to determine the location of existing services.

**NOTA BENE:** Drawings indicating other existing services in the vicinity of the Works are not guaranteed as being accurate, as all other services may not have been recorded or properly recorded. It shall remain the responsibility of the Contractor to perform preoperational work, to locate existing services in advance of the commencement of the Works.

### PS4.8 Site establishment, facilities available and required

The works will be carried out at Acacia sewer pump station, site establishment, storage and safe guarding of the fittings, materials and equipment shall be the responsibility of the Contractor.

### PS4.9 Site usage

Site usage shall be limited to hours as specified in the Contract Data.

### PS4.10 Permits and wayleaves

The Contractor shall be required to obtain permits and wayleaves from all the applicable service providers within the jurisdiction of the CoJ, thus including the following services: roads and stormwater (JRA), bulk water supply (Rand Water), electricity (Eskom and City Power), gas (Egoli Gas), telecommunications (Telkom), and the like.

The Engineer shall assist the Contractor to obtain clearance from the various departments with services that are likely to be affected by the Contract. It is, however, the Contractor's responsibility to obtain final permit and wayleave approval according to applicable procedures and specifications. In the case of JRA, this shall be as per the CoJ COP. Further, a processing fee per wayleave shall be payable to cover the cost of processing and approval of the JRA wayleave applications.

### PS4.11 Alterations, additions, extensions and modifications to existing works

No further alterations will be added on the scope of work

Employer:		Contractor	
Witness:		Witness:	



<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

### PS4.12 Inspection of adjoining properties

The Contractor shall carry out inspections and evidence collection, as he deems appropriate, of properties adjoining the works to ensure that in the event of a claim arising from any of the owners of the adjoining properties for damage to property and the like, the Contractor has substantial evidence to support or refute such claims. The Contractor accepts full liability and responsibility for damage which he causes to adjoining properties as well as any costs involved in refuting or processing such claims.

### PS4.13 Water, sanitation and electricity for construction purposes

Site facilities are required under this Contract, thus the Contractor shall make his own arrangements for the provision of all water, sanitation and electricity for construction works for the duration of the contract period to successfully execute the works.

## PAYMENT CLAUSE

### PSA SANS 1200 A PRELIMINARY AND GENERAL

#### PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

PSA 8.3 1 Contractual Requirements..... Unit: Sum

The sum shall cover the Contractor's initial costs of providing sureties, insurance of the Works and plant, third party or public liability insurance and unemployment insurance to cover his compliance with the requirements of the Workmen's Compensation Act, 1941 (Act NO. 30 of 1941) and any other initial financing obligations of a preliminary and general nature.

*Add the following*

The rate shall also cover the cost and implementation of Covid-19 in terms of legislation, regulations and protocols.

#### PSA 8.4 SCHEDULED TIME-RELATED ITEMS

PSA 8.4.1 all time-related item costs are deemed to be included in the various rates per construction related items

#### PSA 8.5 SUMS STATED PROVISIONALLY BY ENGINEER

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

PSA 8.5 Provision for reinstatement of asphalt by JRA and for materials control testing where instructed by the Engineer.....Unit: Psum

*Add the following*

Should the provision be required as indicated above, the contractor shall provide quotations for approval to the Engineer / authorised JW Representative prior to executing such work.

## PSA 8.8 TEMPORARY WORKS

PSA 8.8.2 Dealing with Traffic (or accommodation of traffic)..... Unit: Sum

## PSC SANS 1200 C SITE CLEARANCE

### PSC SITE CLEARANCE

**PSC 8.2.7** Dismantle and remove existing 95mm<sup>2</sup> x 4 core cable on site, etc..... Unit: m

*Add the following*

The removed cable must be handed back to JW engineer or representative.

## PSC SANS 1200 DB EARTHWORKS (PIPE TRENCHES)

### PSC EARTHWORKS (PIPE TRENCHES)

#### Excavation

**PSC 8.3.2 (a)** Excavate in all materials for trenches, backfilling, compact and dispose of surplus material.....Unit: m<sup>3</sup>

The rate shall cover the cost of complying with the requirements of the particular items as scheduled (i.e. excavation, backfilling, compacting and disposal of surplus material within 1km free haul distance.

PSC 8.3.2(b) Extra-over item 8.3.2 (a) above for:

- 1) Intermediate excavation ..... Unit: m<sup>3</sup>
- 2) Hard rock Excavation .....Unit: m<sup>3</sup>

The rate shall cover the additional cost of the excavation and handling of the more difficult material and, in the case of rock, of the disposal within free haul distance and the replacement of unstable material.

#### Finishing

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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### Scope of Work

PSC 8.3.6.1(d) Reinstatement of surfacing re-using existing material on site (excluding unreinforced and asphalt).....Unit: m<sup>2</sup>

The rate shall include reinstatement of any surfacing re-using existing material on site (excluding unreinforced and asphalt)

### Concrete

PSGA 8.4.2 Concrete encasement over the newly installed cable).....Unit: m<sup>2</sup>

### Under road drilling

8.4.3 Establish, drill and install 110mm PE100 PN16 HDPE pipe Unit: m

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

# PS5 MANAGEMENT OF THE WORKS

## PS5.1 Applicable SANS 1921 Standards

SANS 1921-1:2004: Construction and management requirements for works contracts Part 1: General engineering and construction works shall be applicable to this Contract

## PS5.2 Programming

The Contractor shall be required to provide a Contract Programme for the work to be carried out on the supplying, delivering, installing and commissioning of the power supply cable.

## PS5.3 Sequence of the works

The Contractor shall address matters regarding the approval of his Health and Safety Plan, thereafter the works shall commence.

The sequence of works to be executed shall be agreed between the Engineer and the Contractor, however items of importance to note:

- Locating, excavating and removal of the existing cable,
- Lead time required for new cable and fittings.

## PS5.4 Software application for programming

The construction programme shall be completed in Microsoft ® Project Standard 2007 or compatible software. The construction programme and updated versions thereof shall be made electronically available to the Engineer.

## PS5.5 Methods and procedures

The methods and procedures for the execution of the works shall be in accordance with the standard specifications and the variations and additions thereto.

## PS5.6 Quality plans and control

In addition to GCC (2015), Clause 7, the Contractor is required to monitor the quality of his product and methodology of construction. Within three weeks of the award of the contract the Contractor will furnish the Engineer with a Quality Assurance and Control Plan that incorporates all of the requirements of this specification.

## PS5.7 Accommodation of traffic on public roads occupied by the Contractor

### PS5.7.1 Accommodation of traffic

The Contractor shall ensure the safe accommodation of traffic at all areas where the work may impact traffic and shall provide all delineators, watching, lighting, signs and barricades required by the road authorities, and in accordance with Chapter 13 of the South African Road Traffic Signs Manual.

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

### PS5.7.2 Access to properties

Adequate access shall at all times be maintained to public and private properties unless otherwise arranged and approved. Details of the proposed means of access shall be submitted before any such access is restricted. Claims arising from impeded access shall be the responsibility of the Contractor. At least 7 days before commencing any work affecting access to a property, the Engineer and the occupier/owner of each such property shall be notified of the Contractor's intention to commence work, the date of commencement, expected duration and arrangements which shall be made regarding maintenance of access.

### PS5.7.3 Transport Department requirements

The Contractor shall provide a structurally sound and safe bridge with side rails across dangerous excavations crossing sidewalks to allow pedestrians safe access to such sidewalk. Associated costs for the provision of pedestrian access to sidewalks shall be deemed to have been included under the various excavations or combined activity rates and/or prices in the pricing schedules.

### PS5.8 Other contractors on site

There may be other contractors working within the same area. As such, the Contractor is required to make adequate allowances for such possibilities. No claims with respect to works being carried out by other contractors shall be entertained by the Engineer.

### PS5.9 Testing, completion, commissioning and correction of defects

The onus is on the Contractor to produce goods and services which shall conform in quality and in accuracy of detail to the requirements hereinafter specified. The Contractor must clearly understand that it is not the duty of the Engineer or his representative to act as foreman or surveyor on the Works.

The Contractor shall, at his own expense, provide experienced engineers, foremen and surveyors together with all transport, instruments and equipment for supervising, checking and controlling the work.

The act of passing any completed work or accepting materials or goods for payment by the Engineer shall not be construed as signifying approval or acceptance thereof. Failure on the part of the Engineer to reject any defective work or material or goods shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

The Contractor shall, when submitting any work to the Engineer for examination, satisfy himself by testing, measurement and otherwise as may be necessary that the work does in fact meet with the requirements of the Specifications. This information shall be submitted with the Contractor's request for examination and the Engineer shall be authorised to decide on the number and type of tests, measurements, etc. required to enable him to judge the quality of the work. The submission of this information shall in no way diminish the authority of the Engineer to conduct such tests as he may consider necessary in order to determine the quality of the work performed by the Contractor, nor shall he be bound to take account of the Contractor's tests, measurements, etc. should he consider these to be either incorrect or not representative.

Quality control and completion tests shall be in accordance with the relevant standard and amended specifications and additional specifications.

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

### PS5.10 Recording of Weather and Abnormal Rainfall

Extension of time shall be granted on this project, should the execution of the scope of work be affected by weather and abnormal rainfall

#### Format of communications

All communication shall be in writing and any verbal agreements shall only be binding once confirmed and agreed to in writing. Communication via, registered post, email or facsimile is acceptable.

### PS5.11 Key personnel

#### PS5.11.1 General

The Contractor is to provide the Curriculum Vitae's of key personnel to be employed on the project as well as the person's position and responsibilities within the project team. The Contractor shall provide the following minimum key staff:

- Contract Manager;
- Quality Manager/Auditor/Controller;
- General works foreman;
- Electrician;
- Technician;
- Health and Safety Officer/s.

### PS5.12 Management meetings

Weekly progress meetings shall be arranged and facilitated by the Engineer. Senior Contractor management staff attendance shall be compulsory.

The Contractor shall be required to provide reporting with regard to project progress, resources (human, plant and equipment), community issues, environmental and health and safety aspects.

### PS5.13 Forms for contract administration

The Contractor shall maintain a file which shall contain project information related to project progress, resources (human, plant and equipment), community issues, environmental, health and safety aspects, penalties imposed, claims lodged and outcomes, disputes and resolutions, payment and variations.

### PS5.14 Daily records

The Contractor shall keep daily site records as required by the Engineer or his representative and as specified herein. Daily records shall include, labour, plant, materials, rainfall, environmental issues, health and safety issues, daily diary and the like. Such records are the property of the Employer and shall be made available to the Engineer or his representative within 24 hours from being requested to do so.

### PS5.15 Bonds and guarantees

Not Applicable

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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Of the Power Supply Cable for  
Acacia Sewer Pump Station

## Scope of Work

### PS5.16 Payment certificates

Payment certificates shall be submitted to the Engineer, in the format required on a monthly basis.

### PS5.17 Permits

Refer to PS 4.8

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

# PS6 FEATURES REQUIRING SPECIAL ATTENTION

## PS6.1 Security

The Contractor shall be responsible to provide security on site(s):

- a) as he deems necessary. The Employer shall not be held responsible for any loss or damage(s) suffered by the Contractor, his plant, equipment, materials, subcontractors or employees as a result of a security incident of any nature.
- b) which have been identified, by the Engineer, as potential high risk areas requiring security during site visits for the duration of the contract. The Contractor shall arrange that the security meet with the Employer representative at a convenient and safe location and thereafter escort to the necessary areas.

## PS6.2 Work outside normal working hours

The Contractor is permitted to work outside of normal working hours only upon obtaining written permission from the Engineer.

## PS6.3 Sanitary facilities

The Contractor is required to supply adequate sanitary facilities for employees.

## PS6.4 Community liaison and community relations

For the purpose of this project a community liaison officer may not be required; however the Contractor shall be required to inform the community with regards to his activities in particular where such activities may affect the service provision to the affected community (See PS6.6).

## PS6.5 Notices and warning to consumers

The Contractor shall ensure he maintains service (water and/or sanitation) provision at all times whilst executing the works where:

- a) The maximum amount of time of no service shall be 8 hours for any property. Any service disruption longer than 8 hours shall be temporary bypassed by methodologies approved by the Engineer or his duly authorized representative.
- b) The Contractor shall arrange a suitable time for execution of the works with the customers clearly noting:
  - i) a summary of work to be completed;
  - ii) the time and duration of service interruption; and
  - iii) a local telephone number to contact the Contractor for inquiries or complaints. All complaints received shall be addressed and resolved within the standard Employer response times and a summary of such complaints and associated actions shall be presented to the Employer or his duly authorized representatives on a monthly basis.

Employer:		Contractor	
Witness:		Witness:	



Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

### PS6.6 Continuity of service supply to customers

The activities of the Contractor shall not unreasonably interfere with the service supply to customer and be executed outside the agreed and notice time frames.

Where the Contractor cannot reasonably re-establish services within times agreed and notice time frames he shall proceed to contact the affected customer and make alternative arrangements that shall be acceptable to the customer and the Employer.

The associated costs of any customer claim arising from a lack of service provision due to the Contractor's negligence or his disregard for the Employer's SOP or his disregard for the conditions of this Contract, whilst executing activities as per this Contract, shall be solely for his the account. The Engineer shall have the right to make equivalent monetary deductions from monies owed to the Contractor or from his Guarantee under this Contract and any other active contract(s) with the Employer.

### PS6.7 Conditions and procedures for service agencies

The Contractor shall comply with the conditions and procedures of the various affected service agencies, as mandated in their associated wayleaves.

### PS6.8 Reinstatement of asphalt by JRA

The JRA shall be given first preference to provide and execute all the reinstatement of asphalt at places where excavation is within the roadway. The Contractor shall make other adequate arrangements where the JRA:

- indicated that it shall not, for whatever reason, be able perform such asphalt resurfacing; and
- is the cause of delays, where in particular the Contractor shall note that the Employer shall not be liable of any additional extension of time related cost obligations to the Contractor, as he shall be deemed have agreed adequate conditions with the JRA and allowed delays on the part of the Employer.

### PS6.9 Generic labour intensive specifications

EPWP guidelines shall be applicable to this Contract, although it is expected that the Contractor execute the majority portion of the works utilising labour, but skilled labour.

### PS6.10 Acceptance of works and causes for rejection

#### PS6.10.1 Acceptance of implemented and associated works

The Engineer or his duly authorized representative shall only accept works complying with the Employer's requirements and/or specifications, including:

- Cable approved by the Employer in conjunction with the Employer's current metering policy;
- sufficiently protecting against corrosion all fittings and joints; and

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

# PS7 HEALTH AND SAFETY FOR CONSTRUCTION WORK

Tendering Contractors are to prepare Health and Safety Plans in accordance with Johannesburg Water's Health and Safety Specification (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). The legal imperatives for this requirement stem from the Construction Regulations (2014), and more specifically the following:

- Regulation 4(1)(a): A client shall prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same
- Regulation 4(1)(d): A client shall take reasonable steps to ensure that each principal contractor's health and safety plan is implemented and maintained on the construction site.
- Regulation 4(2): A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.
- Regulation 5(1): A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client's documented health and safety specification.

## PS7.1 Project-related Occupational Health and Safety Risks

According to the Construction Regulations (2003), a Health and Safety Plan "means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified". Apart from complying with the Health and Safety Specification (Volume 2), specific attention is drawn to the identification and assessment of risks. The tendering Contractors are required to consider *inter alia* the following risks (where applicable):

### Project- and site-specific risks:

- Excavation and safeguarding of trenches;
- Working in confined spaces;
- Working next to roads;
- Dust;
- Traffic control;
- Plant and machinery operation;
- Existing services;
- Offloading of material;
- Overhead power lines;
- Hand tools;
- Machine operator;
- Third party exposures;
- Use of portable electrical tools;

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



## Scope of Work

- Location of site camp;
- Storage and handling of material;
- Storage of hazardous materials;
- Fire prevention and protection;
- Fuel supply;
- Refuelling vehicles/plant;
- Welding;
- Waste;
- Work Temperature;
- Poor housekeeping;
- Electrical equipment portable appliances;

Safe work and emergency procedures need to be prepared to address the abovementioned risks.

## PS7.2 Guide to risk assessments

### PS7.2.1 Nine steps to Effective Risk Assessments

- Step 1 Identifying the current as well as emerging hazard, risks or exposures.
- Step 2 Aim to identify major hazards, don't waste time on the minor and detail except if such hazard has the potential to repeat itself on a frequent basis.
- Step 3 Involve as many people as possible in the ongoing risk assessment process especially those at risk.
- Step 4 Gather all the information and analyse it.
- Step 5 Look at what actually could or has occurred including non-routine operations.
- Step 6 Use a systematic approach to ensure all hazards are adequately addressed.
- Step 7 Assess the risks identified or the risk has occurred by taking into account the effectiveness of current as well as controls under consideration.
- Step 8 Ensure the process is practical, realistic, cost and business effective.
- Step 9 Always record the assessment in writing including i.e. assumptions, date and why a particular decision has been made.

### PS7.2.2 How serious is it?

#### Probability

- A Common
- B Has Happened
- C Could Happen
- D Not Likely
- E Practically impossible

#### Consequences

- 1 Fatality or permanent disability.
- 2 Major injury.
- 3 Average Lost Time Injury.
- 4 Minor Injury.
- 5 Medical Treatment or less.

Probability					
	A	B	C	D	E
U o 1	1	2	3	4	5

Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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### Scope of Work

	<b>2</b>	2	3	4	5	6	
	<b>3</b>	3	4	5	6	7	
	<b>4</b>	4	5	6	7	8	
	<b>5</b>	5	6	7	8	9	
<b>Risk rating</b>							
1 - 3 =		Serious					
4 - 5 =		High					
6 - 7 =		Moderate					
8 - 9 =		Acceptable					
<b>Action</b>							
		Immediate (within 1 week).					
		Within 1 month.					
		> 4 weeks.					
		No action but will consider from time to time.					

## PS8 ENVIRONMENTAL MANAGEMENT PLAN

Tendering Contractors are to adhere to the mitigation measures listed in the EMP (refer to Volume 2: Occupational Health and Safety Specification and Environmental Management Plan for Capital Investment Projects). Environmental mitigation measures are actions needed to align a project implementation phase with environmental control principles, where potential impacts to the natural and social environment are prevented, minimised or remediated. Environmental safeguarding is governed by various sets of legislation, with the most noteworthy for this project constituting the National Environmental Management Act (No. 107 of 1998) and the National Water Act (No. 36 of 1998).

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

# PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

## SANS 1200A: CIVIL ENGINEERING CONSTRUCTION: PRELIMINARY AND GENERAL

### VARIATIONS

*Delete the following standard referenced clause:*

Delete standard clause	Description	Comments
5.1.1	Setting out of the works	See clause PS 4.12: <i>Survey control and setting out of the works</i>
5.2	Watching, barricading, lighting and traffic crossings.	See clause PS 5.7 <i>Accommodation of traffic on public roads occupied by the Contractor</i>
8.8.4 (d)	Temporary protection, as required in terms of the project specification, of service.	Refer to SANS1200DB 8.3.5, It shall be deemed that the Contractor has allowed for all services protection under SANS1200DB 8.3.5 during all required construction activities.

*Delete and replace the standard referenced clauses:*

Delete standard clause	Replace with PSA...
5.4	<p><b>PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES.</b></p> <p>The Contractor shall be held responsible for any damage to known services (i.e. services that are within the Site of the Works and are shown on the drawings) and he shall take all necessary measures to protect them. All work or protective measures shall be subject to approval. In the event of a service being damaged, the Contractor shall immediately notify the authority concerned as well as the Engineer or his duly authorized representative. The Contractor shall not repair any such service unless instructed to do so.</p> <p>Where no underground services are shown on the drawings or scheduled but the possibility of their presence can reasonably be inferred, the Contractor shall, in collaboration with the Engineer or his duly authorized representative, ascertain whether any such services exist within the relevant section of the Site. The Contractor shall complete such investigation well in advance of the start of construction work in the said section and he shall make whatever arrangements are necessary for the protection, removal or diversion of the services before any construction work commences.</p> <p>As soon as any underground service not shown on the drawings is discovered, it shall be deemed to be a known service and the Contractor shall be held responsible for any subsequent damage to it. If such service is damaged during the course of its discovery, the cost of making good such damage shall be met by the Employer unless he establishes that the Contractor did not exercise reasonable diligence and that the damage was avoidable.</p>

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

	Where the authority concerned elects to carry out on its own account any alterations or protective measures, the Contractor shall co-operate with and allow such authority reasonable access and sufficient space and time to carry out the required work. Permanent alterations to or permanent diversion of services necessitated by the execution of the Works and authorized shall be paid for in terms of the conditions of contract, but no such work shall be paid for if it has not been previously inspected and if proper written instructions have not been given.
5.8	<b>GROUND AND ACCESS TO WORKS.</b> The Contractor shall: a) occupy only such ground as is necessary to carry out the work. b) provide and maintain such access, if not already existent, to the various sections of the Works as he requires for the proper execution of the work. c) restore, to a condition at least equivalent to their original condition, all fences and other structures that have been damaged or interfered with.
8.2.2	<b>TIME-RELATED ITEMS</b> No payment shall be made for time-related items, as such is to be included in the pricing for the works.

## ADDITIONS

*Add the following clauses:*

Standard clause	Add PSA...
	... new clause:  <b>2.9 SUPPORTING SPECIFICATIONS</b> City of Johannesburg Metropolitan Municipality, Public Road and Miscellaneous By-laws, Code of Practice for work in the road reserve (COP), Latest Version. Should any requirement of this COP conflict with any requirement of the standardised or particular specifications the requirements of the COP shall prevail. The COP is available at Johannesburg Roads Agency Offices, Wayleaves Department, Contact number: (011) 298 5000
5.2	...at the end of the existing clause(s):  The Contractor shall comply with the requirements of the COP and PS 5.7. This clause shall be applicable for all other parts/sections of the works. The complete closure of any road shall not be permitted without the prior written consent of the Engineer or his duly authorised representative.
	... new clause:  <b>5.9 Dealing with traffic</b> The Contractor shall comply with the requirements of the COP and PS 5.7. This clause shall be applicable for all other standard parts/sections of the works. <b>The complete closure of any road shall not be permitted without the prior written consent of the Engineer or his duly authorised representative.</b>

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

### SANS 1200DA: CIVIL ENGINEERING CONSTRUCTION: EARTHWORKS (Small Works)

#### VARIATIONS

*Delete the following standard referenced clause:*

Delete standard clause	Description	Comments
5.1.8	Road Traffic Control	The Contractor shall comply with the requirements of the COP, PS 5.7 and PSA 5.9
5.2.6.2	Overhaul	Overhaul is not applicable.

*Delete and replace the standard referenced clauses:*

Delete standard clause	Replace with PSDA...
5.1.1.1	<p><b>5.1.1.1 Barricading and lighting</b> Delete the existing clause and replace with the following: In terms of the applicable regulation of the Machinery and Occupational Safety Act, 1983 (Act 6 of 1983) every excavation by which the safety of persons may be endangered, shall</p> <ul style="list-style-type: none"> <li>a) be adequately protected by a rubber mesh barrier / fence of height at least 1.2m and be placed as close to the excavation as practicable;</li> <li>b) Provide red warning lights at night.</li> </ul> <p>It shall be the responsibility of the Contractor to ensure that the barricades and lights remain functional at all times.</p>
5.2.6.1	<p><b>5.2.6.1 Freehaul</b> All distances applicable are considered as free haul distances and no additional payment shall be applicable.</p>
8.3.1 (c): (3) and (4)	<p><b>8.3.1 Excavation</b> c) Extra-over for: 3) Boulder excavation .....</p>
8.3.3	<p><b>8.3.3 Overhaul</b> Overhaul are not applicable hence all distances applicable are considered as free haul distances and no additional payment shall be applicable.</p>

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

### ADDITIONS

Add the following clauses:

Standard clause	Add PSDA .....																								
	<p><b>2.1 SUPPORTING SPECIFICATIONS</b></p> <p>1) City of Johannesburg Metropolitan Municipality, Public Road and Miscellaneous By-laws, Code of Practice for work in the road reserve (COP), Latest Version. Should any requirement of this COP conflict with any requirement of the standardised or particular specifications the requirements of the COP shall prevail.</p> <p>The COP is available at Johannesburg Roads Agency Offices, Wayleaves Department, Contact number: (011) 298 5000</p>																								
	<p><b>3.4 CLASSIFICATIONS FOR HAND EXCAVATION</b></p> <p>Classification of material for various types of hand excavation shall be based on the results of a dynamic cone penetrometer. The category of material shall be determined by testing the material at regular intervals and at various depths along the centre line of the trench. A minimum of 5 tests shall be done at each location and the average number of blows of the tests shall be used to determine the category of material.</p> <p>The interval between test locations shall be determined by the variation of material type but shall not exceed 50m. The depth of testing shall be determined by the variation of material type and can increase or decrease in hardness with increasing depth of excavation. Table PSDB 3.8 indicates the categories:</p> <p><b>TABLE PSDA: 3.4 CLASSIFICATIONS FOR HAND EXCAVATION</b></p> <table><tr><th rowspan="2">Category of Material</th><th colspan="2">Consistency</th><th colspan="2">DCP Blows to Penetrate 100mm</th></tr><tr><th>Granular</th><th>Cohesive</th><th>Granular</th><th>Cohesive</th></tr><tr><td><u>Soft</u> Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers</td><td>Up to medium dense</td><td>Firm to stiff</td><td>0-6</td><td>1-5</td></tr><tr><td><u>Intermediate</u> Intermediate excavation shall be excavation in material that require loosening with a hand spike (gwala) before being removed from the trench</td><td>Dense</td><td>Stiff to very stiff</td><td>7-15</td><td>6-8</td></tr><tr><td><u>Hard</u> Hard excavation shall be excavation in material that requires prior breaking using mechanical equipment, such as</td><td>Very dense</td><td></td><td>16-50</td><td>-15</td></tr></table>	Category of Material	Consistency		DCP Blows to Penetrate 100mm		Granular	Cohesive	Granular	Cohesive	<u>Soft</u> Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers	Up to medium dense	Firm to stiff	0-6	1-5	<u>Intermediate</u> Intermediate excavation shall be excavation in material that require loosening with a hand spike (gwala) before being removed from the trench	Dense	Stiff to very stiff	7-15	6-8	<u>Hard</u> Hard excavation shall be excavation in material that requires prior breaking using mechanical equipment, such as	Very dense		16-50	-15
Category of Material	Consistency		DCP Blows to Penetrate 100mm																						
	Granular	Cohesive	Granular	Cohesive																					
<u>Soft</u> Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers	Up to medium dense	Firm to stiff	0-6	1-5																					
<u>Intermediate</u> Intermediate excavation shall be excavation in material that require loosening with a hand spike (gwala) before being removed from the trench	Dense	Stiff to very stiff	7-15	6-8																					
<u>Hard</u> Hard excavation shall be excavation in material that requires prior breaking using mechanical equipment, such as	Very dense		16-50	-15																					
Employer:		Contractor																							
Witness:		Witness:																							



Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



### Scope of Work

	pavement breakers with clay spades, before being removed from the trench.				
	<u>Rock</u> Rock excavation shall be excavation in material other than described above which by nature of the material requires prior breaking using mechanical equipment, such as pavement breakers withmoil points, before being removed from the trench	-	-	>50	>15
	<b>5.1.1.2 Safeguarding of excavations</b> g) The Contractor shall programme his activities in such a way that long sections of trenches do not lie open for undue periods of time, as it poses a security risk. The chambers shall be constructed as soon as possible after excavation and then backfilled. Under no circumstances shall excavations be left open for more than 1 week.  The Contractor shall inform the Johannesburg Road Agency (JRA) at least 2 days in advance of the actual date on which he proposes to excavate in any road or footway.				
	<b>5.2.2 Excavation</b> h) Where the chambers are to be constructed in surfaced roads the Contractor shall neatly cut four parallel grooves into and through the asphalt before excavating between the grooves. The cost of this operation, where not scheduled separately it shall be deemed to have been included in the general rates for excavation. i) The Contractor shall maintain the bottoms of completed excavation in good condition. Excavation bottoms that are softened or eroded through stormwater, seepage water or otherwise, must be rectified by removal of the softened material and its replacement with approved material firmly compacted in layers not exceeding 150mm in compacted thickness or with 10MPa concrete where directed, at the Contractor's cost. The placing of hardcore or concrete screed shall be entirely at the Contractor's cost in any section of the work where softening of floors has been due to the method of excavation or inadequate provision for drainage. Bottoms of excavation in bad or waterlogged ground shall be excavated and replaced with hardcore filling, a hardcore base and/or a 20 MPa concrete screed as directed. i) Hardcore filling shall consist of 75 – 150 mm stone well rammed and compacted. ii) Hardcore base shall consist of 50 – 75 mm stone laid and compacted across the full width of the trench. Preparation of excavation bottoms shall be included in the schedule rates for excavation. Approved granular material imported to the site, or hardcore base, hardcore filling or concrete screed, used on trench floors shall be paid for separately, where such is not as a result of the Contractor's negligence.				
	<b>5.2.7 Backfilling</b> In addition to the existing clauses, backfilling work shall be carried out in accordance with the COP.				
	<b>5.2.8 Disposal of unsuitable and surplus excavation material</b>				

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



## Scope of Work

	<p>Excavated material that is unsuitable or has become surplus because of bulking, displacement by the chamber and/or pipework and importation shall be disposed of at approved tipping sites to be located by the Contractor. All unsuitable material shall be spoiled within 48 hours of excavation failing which the Engineer or his duly authorised representative shall be entitled to suspend work under the Contract.</p> <p>The prior approval of the Engineer must be obtained before surplus material may be deposited, spread and levelled at agreed sites within the area of the works.</p>
	<p><b>5.2.9 Construction in Headings</b></p> <p>Generally in soft material the buttresses and portions of ground left for the purpose of supporting the sides of the excavations or headings providing access to private properties, shall be broken down as the refilling and compaction proceeds.</p>
	<p><b>5.2.10 Compaction of areas subject to traffic loads</b></p> <p>In areas subject to traffic loading and in constructed footways compaction shall be done in accordance with the requirements specified in this Project Specification and the COP requirements.</p>
	<p><b>5.2.11 Kerbing</b></p> <p>Where the Contractor has, in the process of excavating, removed kerbing, of all types of shape and all material, he shall re-instate such kerbing to its original condition with regard to alignment (vertically and horizontally). This may include cleaning, but not patching. All kerbing damaged during the removal process shall be replaced at the cost of the Contractor.</p>
	<p><b>7.4 Quality Control Testing</b></p> <p>The JRA laboratory, where works are executed within the surfaced areas, shall carry out quality control testing of compaction densities and in-situ shear strength. Any testing by the JRA shall not relieve the Contractor of his responsibility to ensure adequate compaction and material quality throughout and the Contractor should therefore carry out his own regular tests. The Contractor shall furnish the Engineer or his duly authorised representative with the originals of all such test results.</p> <p>In the event that the Contractor does not conduct his own regular compaction and in-situ shear strength tests and relies on the results of the JRA laboratory the Contractor shall be liable for the costs associated with the re-testing of all failed sections of reinstated trench.</p> <p>If any test result shows that the specified compaction or shear strength requirements have not been met, the Contractor shall at his own expense and within 7 days of receipt of the Engineer or his duly authorised representative's instruction take the following remedial action:</p> <ol style="list-style-type: none"> <li>1) Backfill material other than structural layers of bituminous roads and constructed footways <ol style="list-style-type: none"> <li>a) Trench excavations (other than road crossings) <p>The backfill material shall be removed to a depth of 450mm for a distance of 2m on either side of the point at which the test was taken. If the backfill material is suitable, it shall be replaced and re-compacted to the specified densities. Otherwise suitable material shall be imported and compacted and the excess material removed.</p> </li> </ol> </li> </ol>

Employer:		Contractor	
Witness:		Witness:	

Volume	1	2					
Part	T1	T2	C1	C2	C3	C4	C5



### Scope of Work

	<p>Where adjacent test results show that the backfill densities are below specified requirements, the entire length of trench between the points at which the tests were taken shall be re-excavated and re-compacted as required above.</p> <p>Density testing along trench excavations shall be carried out at intervals, as directed by the Engineer or his duly authorised representative.</p> <p>b) Trench excavations (road crossings) As for (a) above save that the backfill material shall be removed to a depth of 450mm over the full length of the trench.</p> <p>c) All other excavations As for (a) above save that the backfill material shall be removed to a depth of 450mm over the extent of the excavation.</p> <p>2) Structural layers of bituminous roads and constructed footways In the case where a structural layer does not meet the shear strength requirements, the structural layer in question shall be removed. If, however, any other layers have been constructed on top of the layer in question, then all such layers shall also be removed at the cost of the Contractor, even if the shear strengths of these layers meet the specification.</p> <p>a) Trench excavation (other than road crossings) The layer shall be removed to its full depth for a distance of 2m on either side of the point at which the test was taken. If the material is suitable, it shall be replaced and re-compacted to the specified shear strength. Otherwise suitable material shall be imported and compacted and the excess material removed. Where adjacent test result show that the shear strengths are below specified requirements, the entire length of trench between the points at which the tests were taken shall be re-excavated and re-constructed as required above. In-situ shear strength testing along trench excavations shall be carried out at intervals, as directed by the Engineer or his duly authorised representative.</p> <p>b) Trench excavation (road crossings) As for (a) above save that the layer shall be removed to its full depth over the full length of the trench.</p> <p>c) All other excavations As for (a) above save that the layer shall be removed to its full depth over the extent of the excavation.</p> <p>3) Premix reinstatement</p> <p>a) Trench excavations (other than road crossings): The premix shall be removed for a distance of 1m on either side of the point at which the test was taken and reinstated in accordance with the COP requirement.</p> <p>b) Trench excavations road crossings: As for (a) above save that the premix shall be removed over the full width of the road.</p> <p>c) All other excavations: As for (a) above save that the premix shall be removed over the full extent of the excavation.</p>
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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	<b>1</b>	2					
<b>Part</b>	T1	T2	C1	C2	<b>C3</b>	C4	C5



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 Supply, delivery, installation, and  
 commissioning  
 Of the Power Supply Cable for  
 Acacia Sewer Pump Station

### Scope of Work

	The Engineer (where the Engineer wishes to perform additional control tests) or the JRA shall not be liable for additional costs or delays arising from remedial work related to excavations, which have already been finally reinstated before their test results, become available.
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Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>	3	4			
<b>Part</b>	T1	T2	C1	C2	C3	<b>C4</b>	C5

**Site Information**

Supply, delivery, installation, and commissioning  
Of the power supply cable for Acacia sewer pump station

# Johannesburg Water (SOC) Ltd



## VOLUME 2

## PART 4: SITE INFORMATION



Employer:		Contractor	
Witness:		Witness:	

<b>Volume</b>	1	<b>2</b>	3	4			
<b>Part</b>	T1	T2	C1	C2	C3	<b>C4</b>	C5

Supply, delivery, installation and commissioning  
Of the power supply cable for Acacia sewer pump station

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Employer:		Contractor	
Witness:		Witness:	

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

Supply, delivery, installation and commissioning  
Of the power supply cable for Acacia sewer pump station

## C4 SITE INFORMATION

### C4.1 GENERAL

This section describes the site at the time of tender advertisement. The aim is to enable the tenderer to price their tender as well as to enable the development of methods of working, programming and to facilitate evaluation of risks.

### C4.2 SITE LOCATION AND DESCRIPTION

The Acacia pump station is located at Acacia Road, Blue Hills Midrand, and Johannesburg, Gauteng

### C4.3 ACCESS TO SITE AND RESTRICTIONS

It is the responsibility of the Contractor to assess access to the site and make all necessary arrangements during construction. Dealing with access constraints must be included in the rates and pricing of the Contractor. In this regard, the Employer will consider no claims.

Although the works are located on a site within the Employer's property and/or reserve, the Contractor may have to obtain permission from the City of Johannesburg or other state institutions to use the servitude access to the site.

Any other permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed. The site is located in close proximity to private residential properties. The Contractor must at all times consider the minimisation of any nuisance caused to residents in the area.

### C4.4 EXISTING SERVICES, SERVITUDES AND WAYLEAVES

For detailed specification the Contractor shall refer to clauses PS1.5 (Temporary Works), PS4.4 (Existing services), and PS4.7 (Permits and wayleaves).

### C4.5 SECURITY

The Contractor shall be responsible for the security of his personnel, materials, and equipment and construction plant on and around the site of the Works and for the security of his camp (if applicable). In this regard, the Employer will consider no claims.



Employer:		Contractor	
Witness:		Witness:	



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

# **Site Information**

Supply, delivery, installation and commissioning of the  
Power supply cable for acacia  
Sewer pump station c1.3 forms of securities



Figure 1: Cable path. The big red circle is the pump station, and the small red circle is the Eskom kiosk



Employer:		Contractor	
Witness:		Witness:	