

<u>ADDENDUM</u>	No. 01
<u>CONTRACT NUMBER:</u>	JW14506
<u>CONTRACT TITLE:</u>	COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND WEST)
<u>SUBJECT</u>	Addendum 1
<u>Date</u>	03 September 2026
<u>Sender</u>	Aluwani Matodzi– aluwani.matodzi@jwater.co.za 060 555 3144 Gcina Ndela-gcina.ndela@jwater.co.za 011688 1796

Tenderers are required to incorporate the following documents into the tender document and return the Addendum:

1. Revised compulsory briefing session date and venue from 11 August 2026 Head Office 65 Ntemi Piliso Street to 15 September 2026 at 13:00 PM Klipspruit Depot, Mofokeng Street.
2. Remove the contract amendments Clause 5.11.1.2
3. Remove the contract amendments Clause 6.10.6.2
4. Revise Pages C10 and C11 of the uploaded tender document.
5. Extension of closing date from 30 September 2026 to 08 October 2026 at 10:30 am

Yours faithfully



04/09/2026

Mabu Manaka
General Manager: Supply Chain Management

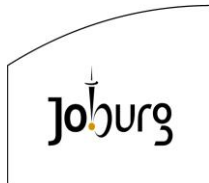
Addendum Received

Name of Tenderer:.....

Signatory:.....

Signature:.....

Date:.....



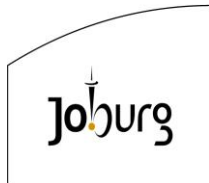
CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
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EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

GCC Clause	Information
5.3.1	The documentation required before commencement with Works execution are: • Approved Health and Safety File (Clause 4.3) • Approval of the Environmental File (Clause 4.3) • Initial programme & cashflow projections (Clause 5.6) • Performance Guarantee from Bank or Insurance Company which is registered as a Financial Service Provider (Clause 6.2) • Insurance of the Works, Plant, etc. (Clause 8.6), including but not limited to: ○ SASRIA Policy ○ Liability Insurance ○ Insurance of Construction Machinery and Plant ○ Contractor's all Risk Insurance ○ Insurance of Motor Vehicle Liability, ○ Any other insurance to be submitted by the Contractor • Compliance Certificate in respect of COID • Signed Notification to the Department of Labour • Construction Permit (where applicable). The Employer will require Health and Safety documentation from the Contractor to acquire this permit. • Subcontract plan / proposal which includes a number of Subcontractors that meet requirements as per conditions of C1.2.1.2.14 • Organogram of resources - CVs and certified qualifications and registration of competent employees as per conditions of Clause 4.11.1 above (Contracts Manager, Site Agent and Safety officer).
5.3.2	The time to submit the documentation required before Commencement of the Works is 28 days.
5.3.3	Time to instruct commencement of the Works Delete Clause 5.3.3 and replace with the following: The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.
5.8.1	Working days shall be Monday to Friday, between 07h00 to 17h00.
5.8.1	The non-working days are Saturdays and Sundays. The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), Election Day, and the annual "Builder's Break" as defined by SAFCEC on an annual basis.
5.13.1	The penalty for failing to complete the Works is the greater of: An amount equal to the daily Time Related P&G rate (as calculated from the Time Related P&G section in the Bill of Quantities) or R5,000.00 per day, whichever is greater.

Employer:		Contractor:	
Witness:		Witness:	



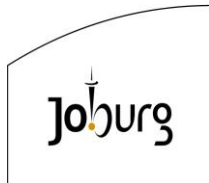
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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

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5.14.1	The requirements for achieving Practical Completion are: • The secondary mains are tested and commissioned. • All the planned meters are installed, approved job cards, acknowledgement forms for receipt of Customer Interface Units and happy letters are submitted to the employer. • All the stands have been retrofitted; approved job cards and happy letters are submitted to the employer. Reinstate the surfaces to their original condition.
5.16.3	The latent defects period is 10 years.
6.2.1	The time to deliver the Form of Guarantee is within 28 days from the Commencement Date. The security to be provided by the Contractor shall be in the form of a On-demand Performance Guarantee and will comply with the requirements of Clause 6.2.3. The value of the Performance Guarantee shall be ten (10) % of the Contract Sum (including escalation), which sum excludes VAT.
6.8.2	The Contract Price Adjustment is Applicable for this Contract. The rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the Commencement of Contract.
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.4	Delivery, dissatisfaction with and payment of payment certificates Delete Clause 6.10.4 and replace with the following: Payment shall be made upon: • The Contractor providing a payment certificate with all required supporting documents to the Employer's Agent on dates to be communicated to the Contractor upon award. • The payment certificate being submitted with an original tax invoice. • A statement being submitted on the last day of the month. Payment will be made within 30 days of receipt of the Contractor's statement/ valid tax invoice. Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.
6.10.5	Payment of Retention Money Add to Clause 6.10.5 the following: Payment will be subject to Johannesburg Water processes as outlined in clause 6.10.4 as amended.
6.11	Delete Clause 6.11
7.8.2	Cost of making good of defects Amend Clause 7.8.2.1 as follows:

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

Johannesburg Water (SOC) Ltd

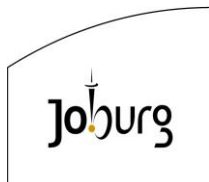


CONTRACT NO: JW14506

**COMPLETION OF SOWETO INFRASTRUCTURE
UPGRADE AND REHABILITATION PROJECT IN
SUPER BLOCK 7B (ORLANDO EAST AND WEST)**

**VOLUME 1
CONTRACT PART 1: AGREEMENT AND
CONTRACT DATA**

Employer:		Contractor:	
Witness:		Witness:	



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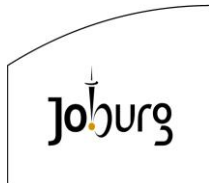


VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

TABLE OF CONTENTS

	Page No.
C1.1 Form of Offer (Acceptance & Agreement)	C.3
C1.1.1 Form of Offer	C.3
C1.1.2 Form of Acceptance	C.4
C1.1.3 Schedule of Deviations	C.5
 C1.2 Contract	 C.7
C1.2.1 Part 1: Data Provided by the Employer	C.7
C1.2.2 Part 2: Data Provided by the Contractor	C.24
 C1.3 FORMS AND SECURITIES	 C.27
Error! Reference source not found.	C.28
C1.3.2 Blasting Indemnity	C.31
C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993	C.33
C1.3.4 Health and Safety Contract: General Information	C.34

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
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REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER (ACCEPTANCE & AGREEMENT)

C1.1.1 Form of Offer

The Contractor is to complete and sign the Form of Offer

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

JW14506: COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND WEST)

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

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

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

Rand (in words); R_____ (in figures)

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

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

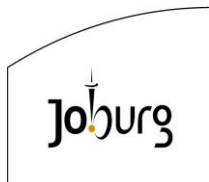
Name and signature of witness

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
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EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

C1.1.2 Form of Acceptance

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

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

The terms of the contract are contained in:

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

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

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

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

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

FOR EMPLOYER OFFICIAL USE ONLY

**Name and Signature of
Employer**

Capacity

For the Employer

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

(Name and address of organisation)

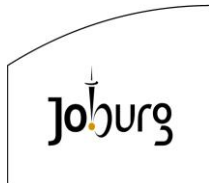
**Name and signature of
witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



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EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

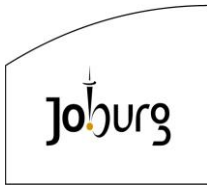
Details

7 Subject

Details

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

Employer:		Contractor:	
Witness:		Witness:	



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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

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

For the Contractor:

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature of
witness**

(Name)

(Signature)

Date

For the Employer:

Name(s)

Capacity

For the Employer

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

(Name and address of organisation)

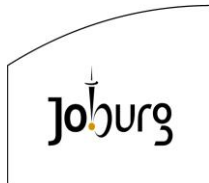
**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

C1.2 CONTRACT DATA

C1.2.1 Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

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

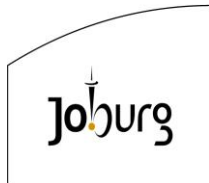
Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Telephone number: 011-805 5947)

C1.2.1.1 Contract Specific Data

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion.
1.1.1.14	Delete clause 1.1.1.14 and replace with: “Due Completion Date” means the date of expiry of the time stated in the Contract Data for achieving Practical Completion of the Works, calculated from the date on which the Employer’s Agent instructs the commencement of Works and adjusted by such extensions of time or acceleration as may be allowed in terms of the Contract.” The time for achieving Practical Completion is 18 months, inclusive of non-working and special non-working days.
1. 1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited
1.1.1.16	The name of the Employer’s Agent is TBC.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: Physical Turbine Hall 65 Ntengi Piliso Street Newtown Postal P.O. Box 61542 Marshalltown 2107 Tel: 011 688 6570 Fax: 011 688 1528 Email: aluwani.matodzi@jwater.co.za
1.2.1.2	The address of the Employer’s Agent is TBA after Contract Award
3.2.3	Specific Approval – The Employer’s Agent is required to obtain the Employer’s approval for the following: • Approval of Variation Orders • The use of contingencies • Approval of Prov. Sum (3 Quotes system) • Approval to exceed the Contract Sum • Approval of Subcontracting Plan and work package breakdown

Employer:		Contractor:	
Witness:		Witness:	



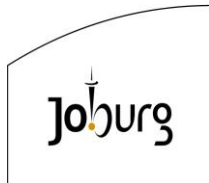
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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

GCC Clause	Information									
	• Stoppage/ suspension of Works by the Employer's Agent									
4.4.2	Add the following after this clause: Apart from sub-contractors identified by the Contractor for the execution of certain sections of the Works, subcontractors shall also include SMME's (Small Medium and Micro Enterprises), who are identified from the Local Community for the execution of certain sections of the Works. The appointment of subcontractors and the allocation of work to subcontractors shall, in addition to the provisions of the General Conditions of Contract, comply with, but not be limited to, the provisions of C1.2.1.2.14 (see below).									
4.10.1	Add the following to this clause: The Contractor shall employ labour from Local Communities (otherwise known as Local Labour), in accordance with the Tender Data, Scope of Work, Site Information, and Specifications. All Local Labour shall be recruited through the Community Liaison Officer (CLO) and/or Labour Desk Officer (LDO). The Contractor remains fully responsible for all Local Labour that are employed for the execution of the Works, as if they were the Contractor's own labour.									
4.11.1	Add the following to this clause: Competent Employees shall include, amongst others, the following Key Personnel: • Contracts Manager • Site Agent • Safety Officer • Environmental Officer The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in (see below). <table><tr><th>Competent Employees</th><th>Qualifications</th><th>Experience</th></tr><tr><td>Contracts Manager</td><td> Minimum Qualifications of Contract Manager Only Contract Managers with qualifications of BTech/ BSc/BEng: (Civil) or Quantity Surveying, Construction Management AND Professional Registration (Pr.Eng. / Pr. Technologist, PrCPM/PrCM) will be accepted. However, the date of registration of Contract Manager will not impact post qualification number of projects </td><td> Four completed civil engineering projects as a Contract Manager. </td></tr><tr><td>Site Agent</td><td> Minimum Qualifications of Site Agent </td><td> 2 (two) Water Meter Installation (minimum of 2000 meters) and Water Pipe Laying (reticulation or </td></tr></table>	Competent Employees	Qualifications	Experience	Contracts Manager	Minimum Qualifications of Contract Manager Only Contract Managers with qualifications of BTech/ BSc/BEng: (Civil) or Quantity Surveying, Construction Management AND Professional Registration (Pr.Eng. / Pr. Technologist, PrCPM/PrCM) will be accepted. However, the date of registration of Contract Manager will not impact post qualification number of projects	Four completed civil engineering projects as a Contract Manager.	Site Agent	Minimum Qualifications of Site Agent	2 (two) Water Meter Installation (minimum of 2000 meters) and Water Pipe Laying (reticulation or
Competent Employees	Qualifications	Experience								
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Site Agent	Minimum Qualifications of Site Agent	2 (two) Water Meter Installation (minimum of 2000 meters) and Water Pipe Laying (reticulation or								

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Witness:		Witness:	



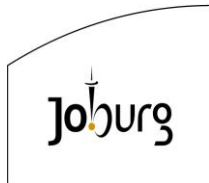
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VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

GCC Clause	Information		
		Only Site Agents with qualifications of National Diploma (Civil Engineering or higher) will be accepted.	bulk pipe laying) completed projects with a minimum of R30 million each as a Site Agent
	Safety Officer	Post Qualification Experience of Safety Officer Only a Safety Officer Registered with SACPCMP as a Construction Health and Safety Officer or Construction Health and Safety Manager or Professional Construction Health and Safety Agent.	Three Completed Civil Engineering Projects as a Safety Officer
	Environmental Liaison Officer/ Environmental Officer	Post Qualification Experience of Environmental Liaison Officer/ Environmental Officer Only an Environmental Officer with qualifications of National Dip/BA/BSc in Environmental Management will be accepted.	Three years' experience in construction projects or Three Completed Civil Engineering Projects as an Environmental Liaison Officer/ Environmental Officer

Employer:		Contractor:	
Witness:		Witness:	



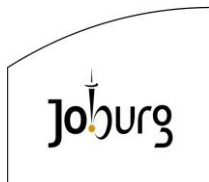
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5.3.2	The time to submit the documentation required before Commencement of the Works is 28 days.
5.3.3	Time to instruct commencement of the Works Delete Clause 5.3.3 and replace with the following: The Contractor shall commence with carrying out the Works upon written instruction from the Employer's Agent to commence with the Works.
5.8.1	Working days shall be Monday to Friday, between 07h00 to 17h00.
5.8.1	The non-working days are Saturdays and Sundays. The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), Election Day, and the annual "Builder's Break" as defined by SAFCEC on an annual basis.
5.13.1	The penalty for failing to complete the Works is the greater of: An amount equal to the daily Time Related P&G rate (as calculated from the Time Related P&G section in the Bill of Quantities) or R5,000.00 per day, whichever is greater.

Employer:		Contractor:	
Witness:		Witness:	



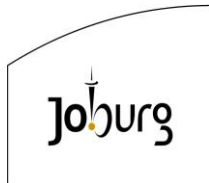
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5.16.3	The latent defects period is 10 years.
6.2.1	The time to deliver the Form of Guarantee is within 28 days from the Commencement Date. The security to be provided by the Contractor shall be in the form of a On-demand Performance Guarantee and will comply with the requirements of Clause 6.2.3. The value of the Performance Guarantee shall be ten (10) % of the Contract Sum (including escalation), which sum excludes VAT.
6.8.2	The Contract Price Adjustment is Applicable for this Contract. The rates shall be adjusted by twelve-month year on year CPI index (as published in the monthly bulletin PO141.1 of statistics South Africa) ruling on the 12-month anniversary date of the Commencement of Contract.
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The percentage retention on the amounts due to the Contractor is 10%.
6.10.4	Delivery, dissatisfaction with and payment of payment certificates Delete Clause 6.10.4 and replace with the following: Payment shall be made upon: • The Contractor providing a payment certificate with all required supporting documents to the Employer's Agent on dates to be communicated to the Contractor upon award. • The payment certificate being submitted with an original tax invoice. • A statement being submitted on the last day of the month. Payment will be made within 30 days of receipt of the Contractor's statement/ valid tax invoice. Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.
6.10.5	Payment of Retention Money Add to Clause 6.10.5 the following: Payment will be subject to Johannesburg Water processes as outlined in clause 6.10.4 as amended.
6.11	Delete Clause 6.11
7.8.2	Cost of making good of defects Amend Clause 7.8.2.1 as follows:

Employer:		Contractor:	
Witness:		Witness:	



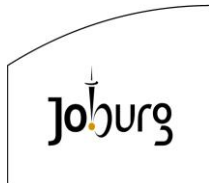
**COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)**



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

GCC Clause	Information
	In the first line, correct the spelling of 'therefore'.
8.1.1	Add to the end of Clause 8.1.1 the following text: "Although the extent of the Works and the Site are located within the boundaries of the Johannesburg City, the Contractor shall remain solely responsible for the protection of the Works and the Site".
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text: "indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).
8.6	Add the following clause to 8.6 "In addition to any statutory obligations, or other requirements contained in the Conditions of Contract or in the Insurance Policy and Documents the Contractor shall report in writing to the Employer's Agent every accident within 48 hours of its occurrence, whether such accident is in respect of damage to persons or property. The report shall contain full details of the accident. The Employer's Agent shall have the right to make all and any enquiries either on the Site or elsewhere as to the cause and results of any such accident and the Contractor shall give the Employer's Agent full access and facilities for carrying out such enquiries. The Employer's Agent shall be given full and immediate access to all communication, reports, findings, assessments, etc. between the Contractor and its Insurance Broker (or Insurance Provider), particularly as it relates to the processing and outcomes of any and all claims. The Contractor shall further allow and authorise the Employer's Agent to communicate with its Insurance Broker (or Insurance Provider) to obtain any and all such information as the Employer's Agent deems necessary."
8.6.1.1.2	The value of plant and materials supplied by the Employer to be included in the insurance sum is R0.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is an amount equal to 15% of the Contract Price.
8.6.1.2	Delete clause 8.6.1.2 and replace with the following: "Following the introduction of legislation affecting the articles of the South African Special Risks Insurance Association (SASRIA), insurance cover for loss or damage to the Works caused by any event defined as a risk in terms of the insurance offered by SASRIA, will be provided under a certificate issued by SASRIA."
8.6.1.3	The limit of indemnity for liability insurance is R20,000,000 (Twenty million Rand) for any single claim – the number of claims to be unlimited during the Construction and Defects Liability Periods.
8.6.1.5	In addition to the insurances required in terms of General Conditions of Contract for Construction Works 2015 Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: a. The Contractor shall insure all Construction Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be

Employer:		Contractor:	
Witness:		Witness:	



**COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)**



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

GCC Clause	Information
	on the Site to the full value thereof. In respect of Machinery and Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause if it has ensured that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be affected by the Contractor with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer's Insurance Brokers, via the Employer's Agent, the policy or policies of insurance and receipts for payment of the current premiums. b. The Contractor and the Sub-contractors shall affect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993) c. The Contractor and the Sub-Contractors shall affect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for "balance of third party" risks, including passenger liability with a limit of indemnity of not less than R2,5 million. d. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. e. Any other Insurance cover that may be deemed necessary by the Contractor to ensure full and successful completion of the Works.
9.2.1	Add to the end of Clause 9.2.1 the following text: "While the Employer has every intent to complete the full scope of works, the Employer reserves the right to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard."
10.5.1	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of adjudication followed by arbitration.
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes shall be by arbitration.

C1.2.1.2 Additions

The additional Conditions of Contract are:

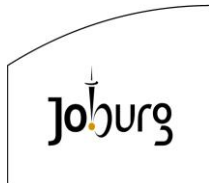
C1.2.1.2.1 Penalties

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

a) Fail to report

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

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

- The penalty value shall be R2,000.00 per report per occasion; and
- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
 - i. perform the Works internally or through another Contractor; and
 - ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
 - iii. terminate the Contract.

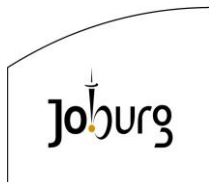
No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen occurrences or circumstances beyond the Contractor's control,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

b) Fail to pay any labourer or SMME

- The Employer shall levy a penalty on the Contractor, should the latter fail to provide payment to any labourer or SMME as required in the specification highlighted in the Scope of Work and specified in the appointment agreements with the Contractor and the labourer or SMME.
- The penalty value shall be R 10,000.00 per incident per occasion; and
- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
 - i. perform the Works internally or through another Contractor; and
 - ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
 - iii. terminate the Contract.

No liability in terms of this clause shall be attached to the Contractor if he can prove to the satisfaction of the Employer that the nature of the failure is due to fire, war, riot, strikes, act of God, lockout, accident or other unforeseen

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

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.

c) Failure to meet target participation by local SMME

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

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

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

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

The Employer will impose a penalty value of R7 000,00 per audit report where a Contractor scores below 85%.

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

e) Failure to meet the Environmental compliance target

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

The Employer will impose a penalty value of R5 000,00 per audit report where a Contractor scores below 85%.

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

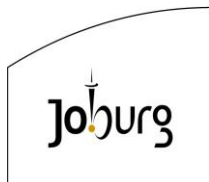
f) Penalties payable

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

g) Penalties irreversible

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

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

C1.2.1.2.2 Source of Instructions

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

C1.2.1.2.3 Officials not to Benefit

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

C1.2.1.2.4 Prevention of Corruption

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

C1.2.1.2.5 Confidential Nature of Documents

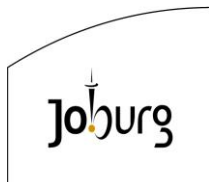
All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the Employer, shall be treated as confidential and shall be delivered only to the Employer's Agent or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

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

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

- A completed and signed sub-contracting agreement between the Contractor and the SMME
- Valid CIPC registration (i.e. CK, COR)

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

- SA ID copies of owners
- Active CIDB membership: minimum grading 1CE
- Valid CSD compliance status
- Valid EME affidavit
- COIDA certificate
- Company Profile including similar experience and skilled personnel CVs
- Health and Safety Plan
- Proof of Payments

The supporting documents required for local labourers include but are not limited to the following

- A completed and signed employment contract between the Contractor and labourer
- Certified Copies of IDs
- Monthly Individual proof of payment
- Monthly timesheets
- Training returns
- UIF forms (proof of registration from Labour)

C1.2.1.2.7 Materials and Workmanship

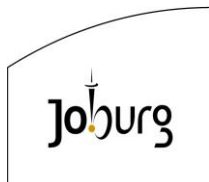
All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's Agent's instructions and shall be subjected from time to time to such tests as the Employer's Agent may direct at the place of manufacture or fabrication, or on the Site or at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

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

C1.2.1.2.8 Examination of the Work before Covering Up

No work shall be covered up or put out of view without the approval of the Employer's Agent or his duly authorized representative and the Contractor shall afford full opportunity for the Employer's Agent or his duly authorized representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Employer's Agent whenever any such work or foundations is or are ready or about to be ready for examination. The Employer's Agent or his duly

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

authorized representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

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

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

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

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

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

C1.2.1.2.11 Date Falling on Public Holiday or Weekend

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

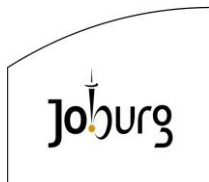
C1.2.1.2.12 Ambiguities and Inconsistencies

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

C1.2.1.2.13 False Claims by the Contractor

- a. Failure, by the Contractor, to demonstrate or present any feature declared during the procurement stage shall constitute grounds for Contract termination or the market related equivalent price discount, if no market related value is available, the Employer shall give a final ruling on the amount. This shall be at the discretion of the Employer based on the implication of such omission. Should the Contractor refuse to accept the Employer's price, the Contract shall be terminated.

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

- b. Any false claims by the Contractor or his staff (with or without his knowledge), based on Works to be performed or completed per site stage shall constitute grounds for Contract termination and result in blacklisting on the Employer's database.

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

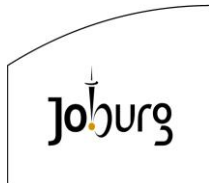
C1.2.1.2.14 Special Conditions

The successful Contractor must subcontract a minimum of 30% of the value of this Contract to an entity(s) described below. The value of the Contract for the purposes of this calculation shall be equal to the Contract Price (excluding VAT) as described in the General Conditions of Contract.

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

- An EME or QSE which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are youth;
 - An EME or QSE which is at least 51% owned by black women;
 - An EME or QSE which is at least 51% owned by black people with disabilities;
 - An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - A cooperative which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are military veterans;
 - an EME or QSE .
1. Local Subcontractors will be sourced from within the Ward/Region where the project will be implemented.
2. The Contractor will identify subcontracting items or tasks that will meet the subcontracting minimum of 30% of the value of this Contract. In complying with this condition, the following shall be adhered with:
- The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc.
 - The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the approval of the Employer's Agent.
 - The Employers Agent may assist with identified items for subcontracting but

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)

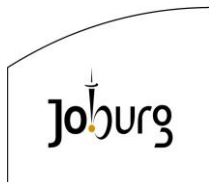


VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

where these do not form 30% of the Contract Price, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage.

- The Local sub-contracting appointment will be as per Johannesburg Water's Standard Operating Procedures for SMME recruitment process.
 - In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors.
 - Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer.
 - The Contractor will be liable to pay a penalty if the Subcontracting target of 30% has not been met by the end of the Contract. The Employer will deduct this penalty amount through the Payment Certificate process. The Employer will have full discretion as to when the penalty will be applied (i.e. the month in which the penalty amount will be deducted). In calculating the total amount that has been (will be) paid to SMME's, all amounts that have actually been reimbursed to SMME's will be taken into account including P&G's, amounts for actual work done, etc.
 - The penalty amount described above shall be equal to 50% (fifty percent) of the difference between the target Subcontract amount (i.e 30% of the Contract Price) and the actual amount that has been spent on Subcontractors/SMME's by the end of the Contract.
3. A Subcontracting agreement between the Main Contractor and the Subcontractor shall be submitted to JW upon appointment and must include the following minimum information:
- Name of Subcontractor and BBBEE status
 - Subcontractor domicilium and registered address of business, as well as status of compliance with all applicable legal requirements.
 - Area and location of project
 - Scope of Work issued to the Subcontractor
 - Value of the Work issued including P&G's (this information must be submitted in a format that is readily auditable).
 - Assistance provided/to be provided to the Subcontractor by the Contractor, e.g. acquisition of materials, machinery, tools, etc.
 - Indicate the remuneration rate of all local labourers (the latest Gazetted labour

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)

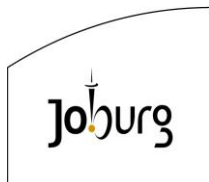


VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

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- A Skills Transfer Plan which will indicate, amongst others, the proposed skills that will be transferred to the Subcontractor, individuals that will be identified for skills transfer, the amount that will be spent by the Contractor on skills transfer, evidence that will be produced by the Contractor (such as training certificates, training registers, etc.), etc.
 - A specific provision that enables the Contractor to pay the Subcontractor's suppliers, labour (skilled, local, etc.) or any other service provider of the Subcontractor, should the Subcontractor fail to do so. This provision shall include (but not be limited to) the following conditions/proviso's: Invoices that are due for payment from suppliers and the like must be invoices that have been approved for payment and be based on work or services that have actually been completed or delivered. Payments that are due to labour will be based on approved timesheets.
 - The Contractor is to ensure that any invoice presented for payment is indeed an approved invoice, and that the necessary work or services have been delivered or completed. The approved invoice shall be settled (paid) by the Contractor (on behalf of the Subcontractor) by the due date for payment.
 - The Contractor will be entitled to deduct payments made to any third party, on behalf of the Subcontractor, from subsequent payments that may become due to the Subcontractor.
 - The Contractor will be entitled to bill the Subcontractor a mark-up on the payments made on behalf of the sub-contractor. The mark-up shall not be more than 10% (ten percent) of the amount actually paid (i.e. the amount (excluding VAT) reflected on the invoice that has been settled). The mark-up amount shall be deducted from subsequent payments that may become due to the Subcontractor.
 - Proof of any such payments made on behalf of the Subcontractor shall be issued to the Employer's Agent, on request, with all necessary supporting information that the Employer's Agent may request
 - Payments made on behalf of the Subcontractor are not subject to the Contractor first being paid by the Employer. Therefore, the Contractor shall pay approved invoices, on behalf of the Subcontractor, irrespective of whether the Contractor has first been paid by the Employer. The Contractor will be entitled to levy interest on all payments that have been made in this regard, in accordance with the necessary interest payment provisions contained in the General and Special Conditions of Contract.
4. The successful Contractor shall submit periodic SMME/Subcontractor reports to the Employer's Agent as follows:
- Status of progress against the Subcontracting Plan (described above), to the approval of the Employer's Agent
 - Subcontractor domicilium and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.
 - Name of Subcontractor and BBBEE status

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

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

The Contractor shall avail himself for all stakeholder engagement sessions leading to the appointment of subcontractors.

C1.2.1.2.15 Competent Employees

Please refer to Clause 4.11.1 of the Contract Data

C1.2.1.2.16 Tie-in Limitations

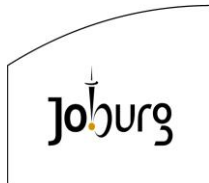
The connection of new infrastructure to the existing infrastructure is limited to low-flow periods and subject to prior arrangement and approval by the Works.

C1.2.1.3 Variations to General Conditions of Contract

Add the following Table:

3.2.4	Employer's Agent for Health and Safety Replace Clause 3.2.4 with the following: 'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).' Add the following at the end of the above new replacement Clause 3.2.4: 'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the
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Employer:		Contractor:	
Witness:		Witness:	



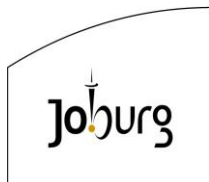
**COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)**



VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

	Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the “Standard Scope of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)”, including Clauses 2.2.5 “STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT”, and 2.2.6 “STAGE 6 - PROJECT CLOSE – OUT”, and 2.2.7 “ADDITIONAL RELATED SERVICES”, as published in “Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)” by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.’
5.1.1.2	Time Calculations SEPARATE THE PHRASE “shall be excluded from the calculation of the time-span concerned.” BY MOVING IT ONTO A NEW LINE AS A NEW PARAGRAPH, AND PROMOTE THAT PARAGRAPH BY ONE PARAGRAPH LEVEL TO A POSITION WHERE IT FORMS THE LAST PART OF SUB-CLAUSE 5.1.1, SO THAT SUB-CLAUSE 5.1.1.2 READS AS FOLLOWS: 5.1.1.2 The day on which the timespan commences shall be excluded from the calculation of the timespan concerned.”
5.7.1	Rate of progress ON PAGE 25, IN THE TOP PARAGRAPH, FOR THE SENTENCE COMMENCING WITH “Such steps shall...” REPLACE THE SENTENCE “Such steps shall be approved by the Employer's Agent, which approval shall not be unreasonably withheld.” WITH “Such steps shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.”
6.5.1.3	Basis of payment for dayworks ON PAGE 40, IN THE LAST LINE OF THE SUB-CLAUSE, REPLACE THE PHRASE “ruling plant hire rates” WITH “ruling construction equipment hire rates”

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO
EAST AND WEST)

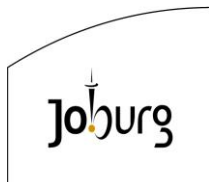


VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA

C1.2.2 Part 2: Data Provided by the Contractor

GCC Clause	Information																
Clause 1.1.9	The name of the Contractor is..... The Contact person is.....																
Clause 1.2.1.2	The address of the Contractor is: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #d3d3d3;"> <th style="width: 50%;">Physical Address:</th> <th style="width: 50%;">Postal Address:</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Tel:</td> <td>Fax:</td> </tr> <tr><td> </td><td> </td></tr> <tr> <td>Email</td> <td> </td> </tr> </tbody> </table>	Physical Address:	Postal Address:									Tel:	Fax:			Email	
Physical Address:	Postal Address:																
Tel:	Fax:																
Email																	
Clause 6.2.1	The security to be provided by the Contractor shall be one of the following: The Performance Guarantee shall be irrevocable, On-Demand Performance Guarantee, to be issued exactly in the form of the proforma document provided in favour of the Employer by a Bank or registered financial services provider.																
Clause 6.8.3	The variation in cost of special materials is <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 40%;">Type</th> <th style="width: 20%;">Unit</th> <th style="width: 40%;">Rate</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center; padding-top: 10px;">NOT APPLICABLE</td> </tr> </tbody> </table>	Type	Unit	Rate	NOT APPLICABLE												
Type	Unit	Rate															
NOT APPLICABLE																	

Employer:		Contractor:	
Witness:		Witness:	



Johannesburg Water (SOC) Ltd



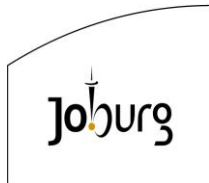
CONTRACT NO: JW14506

**COMPLETION OF SOWETO INFRASTRUCTURE
UPGRADE AND REHABILITATION PROJECT IN
SUPER BLOCK 7B (ORLANDO EAST AND WEST)**

VOLUME 1

**CONTRACT PART 1 C1.3: FORMS OF
SECURITIES**

Employer:		Contractor:	
Witness:		Witness:	



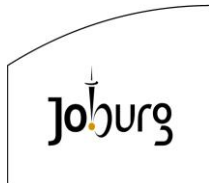
CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



Table of Contents

	<u>Page No.</u>
C1.3 FORMS AND SECURITIES	C.27
Error! Reference source not found.	C.28
C1.3.2 Blasting Indemnity	C.31
C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993	C.33
C1.3.4 Health and Safety Contract: General Information	C.34

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

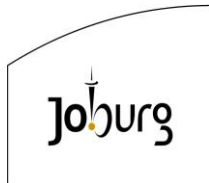
THE FOLLOWING FORMS ARE TO BE COMPLETED BY THE CONTRACTOR AFTER THE TENDER HAS BEEN AWARDED TO THE SUCCESSFUL TENDERER

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.

PERFORMANCE GUARANTEE

For execution of a Contract in terms of the General Conditions of Contract for Construction Works,
..... Edition,

GUARANTEE REFERENCE NUMBER: [*]**

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

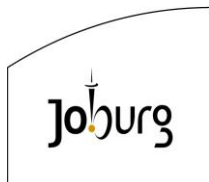
And whereas the Contract requires the Contractor to provide to the Employer an **on-demand** performance guarantee for the due and proper performance by the Contractor of its obligations in terms of the Contract.

Now therefore:

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

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

Employer:		Contractor:	
Witness:		Witness:	

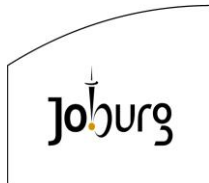


CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



2. To pay to the Employer the Guaranteed Amount or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor emailed to calling up this Performance Guarantee, such demand stating that:
 - 2.1. The Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 2; or
 - 2.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 2; and
 - 2.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
3. To pay to the Employer on demand any sum or sums not exceeding the Guaranteed Amount on presentation of a written demand signed by the Employer (the "**Demand**"), supported by a written statement signed by the Employer certifying that the Contractor, in the opinion of the Employer as at the date of issue of such Demand:
 - 3.1. Is in breach of its obligations under the Contract or that a defect had occurred following the non-performance by the Contractor of its obligations under the Contract.
 - 3.2. Is due to be terminated but the Employer elects for the Contractor to remain in risk for the appointment of a replacement contractor to correct the Contractor's defaults and/or complete the works, and without being required to prove or set out the nature of any such breach or defect.
4. Subject to the above, but without in any way detracting from the employer's rights to adopt any of the procedures provided for in the contract, the said demand can be made by the employer at any stage prior to the expiry of this guarantee.
5. Payment by the Guarantor in terms of 1 to 3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
6. The Guarantor hereby acknowledges that:
 - 6.1. Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 6.2. Its obligation under this Performance Guarantee is restricted to the payment of money.
7. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
8. Neither the failure of the Employer to enforce strict or substantial compliance by the Contractor with its obligations under the Contract nor any act, conduct or omission by the Employer prejudicial to the interests of the Guarantor will discharge the Guarantor from liability under this Guarantee.
9. This Performance Guarantee, with the required demand notices in terms of 1 to 3, shall be regarded as a liquid document for the purpose of obtaining a court order.

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



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

Signed at for and on behalf of

Guarantor's signatory (1)

Name:

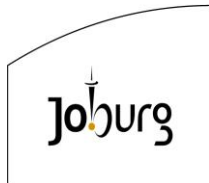
Designation:

Guarantor's signatory (2)

Name:

Designation:

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



C1.3.2 Blasting Indemnity

Given by _____

*Company Registration No. _____

Address _____

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

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

_____ and the Company requires this Indemnity from the Contractor

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

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

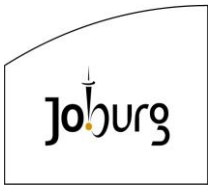
As witnesses:

1.

Name & Surname

Signature

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)



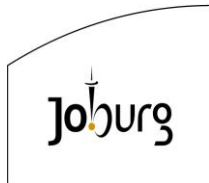
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES

2. _____
Name & Surname Signature

Duly authorised to sign on behalf of: _____

Address: _____

Employer:		Contractor:	
Witness:		Witness:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



C1.3.3 Health and Safety Contract Between Employer and Contractor in Terms of Section 37(2) of the Occupational Health and Safety Act No 85 Of 1993

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

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

Signed this _____ day of _____ at _____

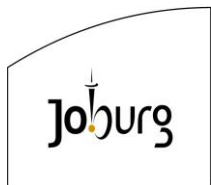
Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

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

Employer:		Contractor:	
Witness:		Witness:	



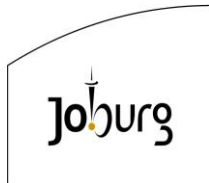
CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



C1.3.4 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is **JW14506: COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND WEST)**
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:	



CONTRACT JW14506
COMPLETION OF SOWETO INFRASTRUCTURE UPGRADE AND
REHABILITATION PROJECT IN SUPER BLOCK 7B (ORLANDO EAST AND
WEST)
VOLUME 1 CONTRACT PART 1: AGREEMENT AND CONTRACT DATA
SECTION C1.3: FORMS AND SECURITIES



C1.3.4.1 Occupational Health and Safety Indemnity Undertaking

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

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

Signed at _____ This _____ day of _____

Signature Capacity

As witnesses:

1 _____

2 _____

Employer:		Contractor:	
Witness:		Witness:	