



**CONTRACT JW14404
 PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR
 AND PUMP STATION COMPLEXES AS AND WHEN
 BASIS FOR 36 MONTHS UNDER A FRAMEWORK
 CONTRACT**



TENDER COVER PAGE

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW14404

CLOSING DATE: 25 APRIL 2024

CLOSING TIME: 10:30 AM

DESCRIPTION: PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

CIDB REQUIREMENTS: TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 5CE (PANEL A) OR HIGHER OR 5ME (PANEL B) OR HIGHER

BRIEFING SESSION	COMPULSORY
BRIEFING DETAILS	DATE AND TIME: 05 APRIL 2024 AT 13:00 ADDRESS : ONLINE (MS TEAMS) VENUE : Click here to join the meeting TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL NOT BE ACCEPTED
TENDER SUBMISSION DETAILS	BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 PLEASE ALLOW SUFFICIENT TIME TO ACCESS JOHANNESBURG WATER OFFICES IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE TENDER CLOSING TIME. TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00 UNTIL 18:00

BIDDER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
PHYSICAL ADDRESS			
TELEPHONE NUMBER			
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN		MAAA No
OTHER STATUS	COIDA Registration No		CIDB No

EMPLOYER INFORMATION

DEPARTMENT	CAPEX	DEPARTMENT	SCM
CONTACT PERSON	Nsuku Shibambu	CONTACT PERSON	Nthabiseng More
TELEPHONE NUMBER	011 688 6674	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	nsuku.shibambu@jwater.co.za	E-MAIL ADDRESS	Nthabiseng.more@jwater.co.za



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NOTE: HARD COPY TENDER DOCUMENTS ARE AVAILABLE AT A COST OF R350.00 PER SET. DOCUMENTS DOWNLOADED FROM THE ETENDER PORTAL IS AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

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

The current Johannesburg Water Supply Chain policy is applicable which is available on the JW website www.johannesburgwater.co.za

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

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT (IF PRACTICAL, ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB TO ENSURE INFORMATION IS NOT MISSED WHEN TENDERS ARE BEING EVALUATED BY THE BID EVALUATION COMMITTEE – NON-SUBMISSION OF ELECTRONIC COPY AND MEMORAY STICK/USB WILL NOT LEAD TO DISQUALIFICATION).

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

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

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

NAME OF CONTACT PERSON:.....

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES
 NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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

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



TENDER NOTICE AND INVITATION TO TENDER



1. TENDER NOTICE AND INVITATION TO TENDER

Johannesburg Water (SOC) Ltd invites the tenderer for the following:

CONTRACT NO. JW14404: - PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

The tender document will be available in the form of a download from the Johannesburg Water website (www.johannesburgwater.co.za/supply_chain/tenders) starting from 25 March 2024.

OR

A hard copy of the tender document can be procured from Johannesburg Water at a cost of R350 per document. Should the tenderer wish to procure a hard copy of the tender document, please make timeous arrangements with the Johannesburg Water SCM representative as shown on the tender cover page.

The Employer is Johannesburg Water.

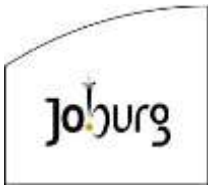
All tenders and supporting documents must be submitted in a sealed envelope and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 25 April 2024. Address is as follows:

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

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

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

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



Contract JW14404

PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



Volume 1 Tender and Contract
Section T1 Tender and Contract

Johannesburg Water SOC Ltd



CONTRACT NO: JW14404

**PANEL A AND B OF CONTRACTORS -
UPGRADES AND REFURBISHMENTS WITHIN
EXISTING RESERVOIR AND PUMP STATION
COMPLEXES AS AND WHEN BASIS FOR 36
MONTHS UNDER A FRAMEWORK CONTRACT
VOLUME 1**

TENDER AND CONTRACT

Prepared by
PMU
PO Box 61542
Marshalltown
2107

V2.0
August 2023



**Contract JW14404
 PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP
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 UNDER A FRAMEWORK CONTRACT**



**Volume 1 Tender and Contract
 Section T1 Tender and Contract**

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

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

Table 1

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1	Tender Cover:				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•			
	CIDB Registration Number	•			
	COIDA Registration Number			•	
	Tax SARS PIN No.		•		
	MAAA No. for Tax Compliant Status		•		
2	Mandatory Documents at Particular Stage:				
	CIDB grading of 5CE or higher (Panel A) or 5ME or higher (Panel B). Active Status at the required CIDB grading or higher at the time of Evaluation	•			
	Mandatory Tender Briefing Meeting	•			
	Completed and signed the Form of Offer	•			
3	Administrative Documentation:				
	T2.1 Signed Certificate of Authority to Sign	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	T2.2.4 Central Supplier Database Registration	•			
	MBD 4 - Declaration of interest - Completed and signed	•	•		
	T2.2.4 MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
	T2.2.4 MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
T2.2.4 MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•			

Employer:		Contractor:	
Witness:		Witness:	



**Contract JW14404
 PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP
 STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS
 UNDER A FRAMEWORK CONTRACT**



**Volume 1 Tender and Contract
 Section T1 Tender and Contract**

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Municipal Rates and Taxes for the Company - Current municipal rates for the company not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender	•	•		
	3-year financial statements (audited where applicable) or unaudited financial statements prepared by an independent accounting professional (if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional)			•	
	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	•	•		
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•	•		
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 – (Contactable Reference Letters and Completion / Approval Certificates)	•		•	
	Documentary Evidence Required for Criteria 2 – (Contactable Reference Letters and Completion / Approval Certificates)	•		•	

Employer:		Contractor:	
Witness:		Witness:	



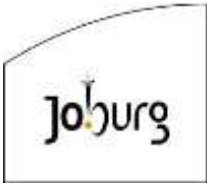
**Contract JW14404
 PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP
 STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS
 UNDER A FRAMEWORK CONTRACT**



**Volume 1 Tender and Contract
 Section T1 Tender and Contract**

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Documentary Evidence Required for Criteria 3 – (CV, qualifications and valid registration)	•		•	
	Documentary Evidence Required for Criteria 4 – (CV, qualifications and valid registration)	•		•	
	Documentary Evidence Required for Criteria 5 – (CV, qualifications and valid registration)	•		•	
	Documentary Evidence Required for Criteria 6 – (CV, qualifications and valid registration)	•		•	
5.	Specific Goals:				
	Documentary Evidence Required for Criteria 1 – Valid BBBEE Certificate issued by a SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath	•		•	
	Documentary Evidence Required for Criteria 2 – Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	•		•	
	Documentary Evidence Required for Criteria 3 – Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	•		•	
6.	Scope of Work:				
	Scope of Work and or Specifications			•	
7.	Pricing Schedule:				
	Bill of Quantities/ Schedule of Quantities. completed in accordance with the award strategy			•	
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions			•	
8.	Site Information:				
	Site Information			•	
9.	Occupational Health, Safety and Environmental Specification				
	Acknowledgement of SHE Specification & Annexures			•	
10.	Tender Drawings:				
	Acknowledgement of Project Tender Drawings			•	
11.	Terms and Conditions:				
	General Conditions of Contract	•			
	Tender Data	•			
	Pricing Data	•			
12.	Other Documents				
	Form of Acceptance (do not complete Form of Acceptance it will be completed by JW official)			•	
	Public Liability Insurance			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	

Employer:		Contractor:	
Witness:		Witness:	



**Contract JW14404
 PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP
 STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS
 UNDER A FRAMEWORK CONTRACT**



**Volume 1 Tender and Contract
 Section T1 Tender and Contract**

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
	Performance Security – where applicable for industrial related services			•	
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable)			•	
	Bank Details Form			•	

Tenderers will be notified of such missing and incomplete documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD) and other documents that require completion and signatures that do not have a bearing on functionality, price and preference points for specific goals. Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed

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

Signed Date

Name Position

Enterprise Name

Employer:		Contractor:	
Witness:		Witness:	



Johannesburg Water (SOC) Ltd



CONTRACT NO. JW14404

**PANEL A AND B OF CONTRACTORS -
UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP
STATION COMPLEXES AS AND WHEN
BASIS FOR 36 MONTHS UNDER A
FRAMEWORK CONTRACT**

VOLUME 1

TENDERING PROCEDURES



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



TABLE OF CONTENTS

T1.1..... TENDER DATA	3
T1.1.1 Conditions of Tender	3
T1.1.2 Tender Data.....	3



T1.1 TENDER DATA

T1.1.1 Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019). (See www.cidb.org.za).

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

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

T1.1.2 Tender Data

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

The additional Conditions of Tender are:

Clause number	Tender Data
C.1.1	The Employer is, Johannesburg Water (SOC) Limited
C.1.2	<p>The tender documents issued by the Employer comprise:</p> <p>Volume 1</p> <p>Tender Part 1: Tendering Procedures</p> <p>T1.1 Tender Notice and Invitation to Tender</p> <p>T1.2 Tender Data</p> <p>Tender Part 2: Returnable Documents</p> <p>T2.1 List of Returnable Documents</p> <p>T2.2 Returnable Schedules, including the Enterprise Declaration Affidavit which may be bound in a separate volume</p> <p>Contract Part 1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C2.1 Pricing Assumptions Option B</p>
C.1.4	<p>The Employer's representative is:</p> <p>Contact Person: Tawanda Mashababe</p> <p>Telephone: 011 688 6526</p> <p>E-mail address: Tawanda.mashababe@jwater.co.za</p> <p>The SCM representative is</p> <p>Contact Person: Gcina Ndela</p> <p>Telephone: 011 688 1796</p> <p>E-mail address: Gcina.ndela@jwater.co.za</p>



**PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
C.2.1	<p>Eligibility criteria and requirements CIDB registration and grading:</p> <ol style="list-style-type: none"> 1) Only tenderers who are registered with the CIDB and were capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 5CE (Panel A) and 5ME (Panel B) class of construction work, are eligible to submit tenders. Tenders must have an Active status at the required CIDB grading at time of tender evaluation for the bidder to meet the eligibility criteria and requirement. 2) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> i) every member of the joint venture is registered with the CIDB; and ii) the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 5CE (Panel A) and 5ME (Panel B) class of construction work. <p>Failure to meet to Eligibility criteria and requirements will result in disqualification.</p>
C.2.8	<p>Replace the contents of the clause with the following:</p> <p>“Request clarification of the tender documents, if necessary, by notifying the Employer’s Officials indicated on the Tender Notice and Invitation to Tender in writing at least seven (7) working days before the closing time stated in the foregoing notice and clause C.2.15.1”</p>
C.2.10.5	<p>Add the following to the clause:</p> <p>A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices in the Schedule.</p>
C.2.11	<p>The evaluation on price alteration will be conducted as follows:</p> <p>Where the tender award strategy is to evaluate and award per item or category, the following must apply:</p> <ul style="list-style-type: none"> • 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 • If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category. <p>Where the tender award strategy is to evaluate and award total bid offer, the following must apply:</p> <ul style="list-style-type: none"> • 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. • 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. • If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender. <p>Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:</p>



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	<ul style="list-style-type: none"> (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified. <p>Corrections may not be made using correction fluid, correction tape or the like, bid received contrary to this will be disqualified.</p>
C.2.12.1	<p>Replace Contents</p> <p>Alternative offers will not be permitted.</p>
C.2.12.2	<p>Failure to complete bid amount on the form of offer and sign full will result in the elimination of the tender.</p>
C.2.13.3	<p>Each tender offer shall be submitted as an original. Tenderers are also requested to submit a soft copy in a USB (Tenderers who do not submit a soft copy will not be disqualified)</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Ground Floor Entrance Physical address: Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender, <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	<p>A two-envelope procedure will not be followed.</p>
C.2.15.1	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
C.2.16	<p>The tender offer validity period is 240 days.</p>
C.2.16.1	<p>Add the following to the clause:</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
C.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services. 2) Proof of CSD registration i.e. MA xxxxxxxx number 3) A Certificate of Contractor Registration issued by the CIDB. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner. 4) Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges, The latest municipal account is to be attached, or a signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts. <ol style="list-style-type: none"> i. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	<p>for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.</p> <ul style="list-style-type: none"> ii. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement. iii. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract. iv. Statement must not be older than 90 days from the closing date of this tender. v. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Point (i) will be applicable. vi. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Point (i) will be applicable. <p>Where a tenderer is joint venture formation, such tenderers must submit all documentation listed from 1) to 4) in respect of each partner.</p>
C.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers Accept that:</p> <ul style="list-style-type: none"> i) No Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. ii) No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders
C.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state Accept that the Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>“In the service of the state” means to be -</p> <ul style="list-style-type: none"> i) a member of: - <ul style="list-style-type: none"> • any municipal council. • any provincial legislature; or • the National Assembly or the National Council of Provinces. ii) a member of the board of directors of any municipal entity. iii) an official of any municipality or municipal entity. iv) an employee of any national or provincial department. v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999). vi) a member of the accounting authority of any national or provincial public entity; or



**PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	<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 in Section T2.1 must be completed.</p>
C.2.26	<p>Add the following new clause:</p> <p>Awards to close family members of persons in the service of the state Accept that the notes to the Employer’s annual financial statements must disclose particulars of any award of more than R 2 000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause C.2.25), or has been in the service of the state in the previous twelve months, including</p> <ul style="list-style-type: none"> a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. <p>To give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 – Returnable Documents must be completed in full and signed.</p>
C.2.27	<p>Add the following new clause:</p> <p>Tax Compliance In the case of a Joint Venture/Consortium the tax Compliance status Pin must be submitted for each member of the Joint Venture/Consortium.</p>
C.2.28	<p>Add the following new clause:</p> <ul style="list-style-type: none"> i) Tenderers will be notified of such missing and incomplete documents and will be offered a period of three (3) days to complete or submit those pages i.e., Municipal Bidding Documents (MBD) and other documents that require completion and signatures that do not have a bearing on functionality, specific goals and price. ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councillor confirming business address as per above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document. <p>The tenderer will not be offered an opportunity to complete and sign certificate of authority.</p>
C.3.2	<p>Replace the contents of the clause with the following:</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
C.3.4.2	<p>Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers' names and total prices, where practical, will be read out.</p> <p>It should be noted that at the closing date of tender JW14404, there will be no prices to be read out. However, prices will be read out at the opening of each work package arising from JW14404.</p>
C.3.9	<p>Replace Existing Clause</p> <p>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:</p> <ul style="list-style-type: none"> (i) Check the amount in words against the amount in figures on the <i>Form of Offer</i>, (ii) Check the Form of Offer against the Summary Schedule Total, (iii) Check the Section Sub-Totals per section against the Summary Total for summation errors, (iv) Check the Section Sub-Totals in the Summary Schedule against Section Sub-Totals in the Bill of Quantities. (v) Check the Section Sub-Totals against the Item Totals for summation errors. (vi) Check the Item Totals against the product of the Item Rate and the Quantity Provided. <p>If a bill of quantities or price schedule applies JW will request the bidder to correct the arithmetic errors as follows:</p> <ul style="list-style-type: none"> (i) In respect of the Form of Offer, where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. The bidder must be requested to adjust the amount in figures to correspond with the amount in words. <p>JW will notify the tenderer of all errors or omissions that are identified in the tender offer and either request the tenderer to confirm the offer as tendered or JW will accept the corrected total of prices. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> (i) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. (ii) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>Clarification session(s) shall be held with Tenderer where there is pricing discrepancies, errors are highlighted and identified corrections are explained.</p> <p>Tenderer is afforded an opportunity to provide clarification, accept or reject identified corrections in writing.</p> <ul style="list-style-type: none"> (i) In the event that the Tenderer accepts identified corrections, JW will proceed with evaluation.



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data																												
	<p>(ii) In the event that the Tenderer rejects the identified correction(s), JW must review the Tenderer's motivation and risks associated with the proposed change.</p> <p>This is not an opportunity for Tenderers to change the bid offer. A bidder that does not agree to the above will be disqualified.</p> <p>Risk related to the Arithmetic Corrections shall be assessed. Where risks are identified, tenderers shall provide JW with any other material or information that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), quotations preferencing arrangements or samples of materials considered necessary by JW for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the JW request or fails to attend any meeting in which it has been formally invited to clarify any issue, the tender offer will be regarded as non-responsive.</p>																												
C.3.11	<p>Tenderer to complete, sign and return MBD6.1 with the tender submission. Tenderer to claim the points in the space provided and submit documentary evidence to support the points claimed for specific goals.</p> <p><u>Panel A (Work in Reservoir Complexes) 5CE or Higher</u></p> <table border="1"> <thead> <tr> <th>STAGE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>Stage 1</td> <td>Mandatory Evaluation</td> </tr> <tr> <td>Stage 2</td> <td>Administrative Evaluation</td> </tr> <tr> <td>Stage 3</td> <td>Technical Evaluation</td> </tr> </tbody> </table> <p><u>Stage 1: Mandatory Evaluation</u></p> <table border="1"> <thead> <tr style="background-color: #4f81bd; color: white;"> <th colspan="2">Description</th> <th colspan="2">Complied</th> </tr> <tr style="background-color: #4f81bd; color: white;"> <th>No</th> <th>Description</th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>CIBD grading 5 CE or higher. Active Status at the required CIDB grading or higher at the time of Evaluation</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Mandatory Tender Briefing Meeting</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Completed and signed the Form of Offer</td> <td></td> <td></td> </tr> </tbody> </table> <p>Tenderers who FAIL to meet the mandatory criteria or requirements of tender will result in disqualification.</p>	STAGE	DESCRIPTION	Stage 1	Mandatory Evaluation	Stage 2	Administrative Evaluation	Stage 3	Technical Evaluation	Description		Complied		No	Description	Yes	No	1	CIBD grading 5 CE or higher. Active Status at the required CIDB grading or higher at the time of Evaluation			2	Mandatory Tender Briefing Meeting			3	Completed and signed the Form of Offer		
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PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	<u>Tender Data</u>				
	<u>Stage 2: Administrative Evaluation</u>				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	Certificate of Authority	Signed Certificate of Authority to Sign or signed board resolution	Completed and signed certificate of authority to sign or signed board resolution		
	MBD 1	Invitation to Bid	Complete and submit complete and signed MBD 1 Form		
	CSD	Central Supplier Database Registration	Provide proof of CSD registration		
	MBD 4	Declaration of interest	Complete and submit signed MBD 4 Form		
	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and submit signed MBD 6.1 Form		
	MBD 8	Declaration of bidder's past supply chain management practices	Complete and submit signed MBD 8 Form		
	MBD 9	Certificate of Independent Bid Determination	Complete and submit signed MBD 9 Form		



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	Annexure Proof of Specific Goals	– Valid BBBEE Certificate issued by a SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath	Submit applicable documentation with the tender submission		
	Annexure Proof of Specific Goals	– Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		
	Annexure Proof of Specific Goals	– Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	Submit applicable documentation with the tender submission		
	Annexure T2.2.4	Municipal statement of account for Company (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
	Annexure T2.2.4	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data				
	Description			Complied	
Reference	Description	Requirement	Yes	No	
Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	Submit applicable documentation with the tender submission			
<p>Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals.</p> <p>Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.</p> <p>If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.</p>					



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data					
	Stage 3: Technical Evaluation					
	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE
	1	Tenderers Experience with Respect Refurbishment or internal lining of Concrete Reservoirs of 10ML capacity or more	Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. Note: <i>This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	0 Completed Projects	20	0
1 - 2 Completed Projects				18		
More than 2 Completed Projects				20		



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	<u>Tender Data</u>					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
2	Tenderers Experience with Respect to Steel Pipe Projects of Diameter 450mm or More	Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. Note: <i>This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF COMPLETED STEEL PIPE PROJECTS OF DIAMETER 450MM OR MORE, CONSTRUCTION COST OF R10 MILLION OR MORE	0 - 2 Completed Projects	20	0
				3 - 4 Completed Projects		18
				More than 4 Completed Projects		20



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	<u>Tender Data</u>					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	
3	Post Qualification Experience of Contract Manager Only Contract Managers with qualifications of Bachelors' Degree (Civil Engineering/ Electrical Engineering/ Mechanical Engineering/ Quantity Surveying/ Construction Management) equivalent or higher <p style="text-align: center;">AND</p> ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM) will obtain a score for experience of a Contract Manager . However, the date of registration of Contract Manager will not impact post qualification number of projects.	Tender must Provide CV of Contract Manager in the format given on T2.1.9 <i>Note: Tenderers may provide their own CVs but information provided should contain all information in T2.1.9</i> <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF PROJECTS INVOLVING CONCRETE RESERVOIR CONSTRUCTION AND / OR BULK STEEL PIPE WORK COMPLETED AS CONTRACT MANAGER	0 - 2 Completed Projects	20	0
				3 - 4 Completed Projects		7
				5 - 6 Completed Projects		18
				More than 6 Completed Projects		20



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	<u>Tender Data</u>					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
4	Post Qualification Experience of Site Manager Only Site Managers with qualifications of National Diploma (Civil/ Mechanical/ Electrical) Engineering or more AND Registered as a Candidate or Professional with ECSA will obtain a score for experience of a Site Manager .	Tender must Provide CV of Site Manager in the format given on T2.1.9 <i>Note: Tenderers may provide their own CVs but information provided should contain all information in T2.1.9</i> <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF PROJECTS INVOLVING CONCRETE RESERVOIRS OF 10ML OR MORE COMPLETED AS SITE AGENT/SITE MANAGER	0 Completed Projects	15	0
				1 - 2 Completed Projects		6
				3 - 4 Completed Projects		12
				More than 4 Completed Projects		15



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	<u>Tender Data</u>					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
5	<p>Post Qualification Experience of Site Manager</p> <p>Only Site Managers with qualifications of National Diploma (Civil/ Mechanical/ Electrical) Engineering or more</p> <p style="text-align: center;">AND</p> <p>Registered as a Candidate or Professional with ECSA will obtain a score for experience of a Site Manager.</p> <p>Note: One Site Agent/ Site Manager meeting Criteria 4 and 5 is required</p>	<p>Tender must Provide CV of Site Manager in the format given on T2.1.9</p> <p>Note: <i>Tenderers may provide their own CVs but information provided should contain all information in T2.1.9</i></p> <p>Note: <i>Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i></p>	<p>NUMBER OF PROJECTS INVOLVING STEEL PIPE PROJECTS OF DIAMETER 450MM OR MORE COMPLETED AS SITE AGENT/SITE MANAGER</p>	0 Completed Projects	10	0
				1 - 2 Completed Projects		4
						8
				More than 4 Completed Projects		10



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	<u>Tender Data</u>					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
6	Post Qualification Experience of Safety Officer	Tender must Provide CV of Safety Officer in the format given on T2.1.9 All Civil Related projects will be considered <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF CIVIL/ STRUCTURAL/ ELECTRICAL/ MECHANICAL PROJECTS COMPLETED AS SAFETY OFFICER	0 Completed Projects	15	0
	Only Safety Officers with qualifications of National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more			1 - 2 Completed Projects		6
	AND			3 - 4 Completed Projects		12
	Registered with SACPCMP in the "Construction Health and Safety" Sector will obtain a score for experience of a Safety Officer .			More than 4 Completed Projects		15
	However the time of registration of Safety Officer will not impact post qualification number of projects.					
Minimum Required Score					80	
Maximum Score Allocated					100	
Tenderers who FAIL to meet the technical criteria or requirements of tender will be disqualified. Please note that seven (7) days will be afforded to bidders who have provided copies of qualifications that are not certified. Only certified copies of the information originally submitted will be accepted.						



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESE STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

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PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data				
	<u>Stage 2: Administrative Evaluation</u>				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	Certificate of Authority	Signed Certificate of Authority to Sign or signed board resolution	Completed and signed certificate of authority to sign or signed board resolution		
	MBD 1	Invitation to Bid	Complete and submit complete and signed MBD 1 Form		
	CSD	Central Supplier Database Registration	Provide proof of CSD registration		
	MBD 4	Declaration of interest	Complete and submit signed MBD 4 Form		
	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and submit signed MBD 6.1 Form		
	MBD 8	Declaration of bidder's past supply chain management practices	Complete and submit signed MBD 8 Form		
	MBD 9	Certificate of Independent Bid Determination	Complete and submit signed MBD 9 Form		



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data				
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	Annexure Proof of Specific Goals	– Valid BBBEE Certificate issued by a SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath	Submit applicable documentation with the tender submission		
	Annexure Proof of Specific Goals	– Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		
	Annexure Proof of Specific Goals	– Proof of municipal account / valid lease agreement, letter from the Ward Council confirming the business address	Submit applicable documentation with the tender submission		
	Annexure T2.2.4	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		
	Annexure T2.2.4	Municipal statement of account for Director/s (not older than three (03) months from the closing date of tender or a valid lease agreement at time of tender closure)	Submit applicable documentation with the tender submission		



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	Submit applicable documentation with the tender submission		
<p>Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals.</p> <p>Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.</p> <p>If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.</p>					



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data							
	<u>Stage 3: Technical Evaluation</u>							
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE		
1	Tenderers Experience with Respect to the Refurbishment of Pumpstation with Capacity exceeding 25ML/s	Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates. <i>Note: This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF REFURBISHMENT OF PUMPSTATION PROJECTS (WATER SEWER) OR OF 25ML/S OR MORE COMPLETED		0 Completed Projects	0		
					1 - 2 Completed Projects		20	18
					More than 2 Completed Projects		20	20



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
2	Tenderers Experience with Respect to Steel Pipe Projects of Diameter 450mm or More.	<p>Supporting Documents Required include Contactable Reference Letters as per T2.1.6 (Or on Client Letter Head with all required Information) and Completion / Approval Certificates.</p> <p>Note: <i>This reference letter must be completed by the referee/previous client of the tenderer and included in the tender submission. Alternatively, the Clients letterhead may be used provided it complies with the functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i></p>	<p>NUMBER OF COMPLETED STEEL PIPE PROJECTS OF DIAMETER 450MM OR MORE, CONSTRUCTION COST OF R10 MILLION OR MORE</p>	0 - 2 Completed Projects	20	0
				3 - 4 Completed Projects		18
				More than 4 Completed Projects		20



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract



Clause number	Tender Data					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
3	Post Qualification Experience of Contract Manager Only Contract Managers with qualifications of Bachelors' Degree (Civil Engineering / Quantity Surveying/ Construction Management) equivalent or higher. <p style="text-align: center;">AND</p> ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM) will obtain a score for experience of a Contract Manager . However, the date of registration of Contract Manager will not impact post qualification number of projects.	Tender must Provide CV of Contract Manager in the format given on T2.1.9 <i>Note: Tenderers may provide their own CVs but information provided should contain all information in T2.1.9</i> <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF REFURBISHMENT OF PUMPSTATION PROJECTS (WATER OR SEWER OF 25ML/S OR MORE COMPLETED AND/ OR BULK STEEL PIPE WORK COMPLETED AS CONTRACT MANAGER	0 - 2 Completed Projects	20	0
				3 - 4 Completed Projects		7
				5 - 6 Completed Projects		18
				More than 6 Completed Projects		20



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
4	Post Qualification Experience of Site Manager Only Site Managers with qualifications of National Diploma (Civil/ Mechanical/ Electrical) Engineering or more AND Registered as a Candidate or Professional with ECSA will obtain a score for experience of a Site Manager .	Tender must Provide CV of Site Manager in the format given on T2.1.9 <i>Note: Tenderers may provide their own CVs but information provided should contain all information in T2.1.9</i> <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF REFURBISHMENT OF PUMPSTATION PROJECTS (WATER OR SEWER OF 25ML/S OR MORE COMPLETED AS SITE AGENT/SITE MANAGER	0 Completed Projects	15	0
				1 - 2 Completed Projects		6
				3 - 4 Completed Projects		12
				More than 4 Completed Projects		15



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	<u>Tender Data</u>					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
5	Post Qualification Experience of Site Manager Only Site Managers with qualifications of National Diploma (Civil/ Mechanical/ Electrical) Engineering or more AND Registered as a Candidate or Professional with ECSA will obtain a score for experience of a Site Manager . Note: One Site Agent/ Site Manager meeting Criteria 4 and 5 is required	Tender must Provide CV of Site Manager in the format given on T2.1.9 <i>Note: Tenderers may provide their own CVs but information provided should contain all information in T2.1.9</i> <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>	NUMBER OF PROJECTS INVOLVING STEEL PIPE PROJECTS OF DIAMETER 450MM OR MORE. COMPLETED AS SITE AGENT/SITE MANAGER	0 Completed Projects	10	0
				1 - 2 Completed Projects		4
				3 - 4 Completed Projects		8
				More than 4 Completed Projects		10



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data					
CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	
6	Post Qualification Experience of Safety Officer	Tender must Provide CV of Safety Officer in the format given on T2.1.9	NUMBER OF CIVIL/ STRUCTURAL/ ELECTRICAL/ MECHANICAL ENGINEERING PROJECTS COMPLETED AS SAFETY OFFICER	0 Completed Projects	15	0
	Only Safety Officers with qualifications of National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more	All Civil Related projects will be considered <i>Note: Copy of qualifications and a valid registration certificate to accompany the CVs. The information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting in participating in any future government tenders.</i>		1 - 2 Completed Projects		6
	AND			3 - 4 Completed Projects		12
	Registered with SACPCMP in the “Construction Health and Safety” Sector will obtain a score for experience of a Safety Officer .			More than 4 Completed Projects		15
	However the time of registration of Safety Officer will not impact post qualification number of projects.					
Minimum Required Score				80		
Maximum Score Allocated				100		
Tenderers who FAIL to meet the technical criteria or requirements of tender will be disqualified. Please note that seven (7) days will be afforded to bidder who have provided copies of qualifications that are not certified. Only certified copies of the information originally submitted will be accepted.						



Clause number	Tender Data
	<p>WORK ALLOCATION STRATEGY POST AWARD</p> <p>All bidders who satisfy the requirements of the Mandatory Requirements (Stage 1), Administrative Requirements (Stage 2), and attain the minimum technical score as prescribed, will be admitted to the Panel.</p> <p>Bid Evaluation Committee (BEC), will evaluate the Bid in stages following the strategy outlined below:</p> <ol style="list-style-type: none"> i. Only panellists falling in the applicable Panel (A and B) will be considered based on the scope of works <ul style="list-style-type: none"> • Panel A – Work in Reservoir Complexes • Panel B – Work in Pump Station Complexes ii. Bills of Quantities will be then sent out to all applicable panellists with the following documentation/Conditions: <ul style="list-style-type: none"> • Minimum CIDB Grading requirement based on the Construction estimate. Irrespective of the advertised CIDB grading, no panellist will be allocated work with values exceeding their CIDB thresholds at the time of evaluation. • Compulsory Briefing Session • Bill of Quantities of the specific work package • Project Specifications • Project Drawings • Occupational Health and Safety and Environmental Specifications • Pricing Instructions as tendered. • Bill of Quantities Validity is 90 days from the closing date of submission of Bill of Quantities. iii. Panellists will be given Fourteen (14) days after the Compulsory Briefing Session to submit Bills of Quantities. iv. Panellists will be required to submit with their bills of quantities the following documentation: <ul style="list-style-type: none"> • Central Supplier Database (CSD) Report, • CIPC Documents (to verify Specific Goals point allocation) • Printout of CIDB certificate or CRS number. • B-BBEE Certificate [or Valid B-BBEE affidavit] (to verify Specific Goals point allocation) • Signed and Completed MBD 4 and MBD 8 forms



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
 WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
 WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	<ul style="list-style-type: none"> • Signed and Completed MBD 5 form • Municipal Rates and Taxes not owing more than 90 Days for Directors and Entity (Also required for Specific Goals) • Three-year Audited (If required by law) Financial Statements for all work packages. Audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional • CVs and Qualifications for key resources to be used for Resource Availability. <p>v. Bids will be ranked from lowest to highest,</p> <p>vi. Bidders will be evaluated based on the maximum threshold of their CIDB grading. Bidders who price above their designated CIDB grading are not considered for the respective work package.</p> <p>vii. Work package less than R50,000,000,00 in value, point scoring system of 80/20 will be used whereby scores for price will be calculated out of 80 and score for Specific Goals will be calculated out of 20.</p> <p style="text-align: center;">Or</p> <p>Work package more than R50,000,000,00 in value, point scoring system of 90/10 will be used whereby scores for price will be calculated out of 90 and score for Specific Goals will be calculated out of 10.</p>



Clause number	Tender Data															
	Specific Goals will be allocated as follows:															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th style="text-align: left;">The specific goals allocated points in terms of this tender</th> <th style="text-align: center;">Number of points allocated (90/10 system)</th> <th style="text-align: center;">Number of points allocated (80/20 system)</th> </tr> </thead> <tbody> <tr> <td>Businesses located within the boundaries of COJ municipality</td> <td style="text-align: center;">4</td> <td style="text-align: center;">8</td> </tr> <tr> <td>Business owned by 51% or more-Women</td> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> </tr> <tr> <td>Business owned by 51% or more-Black Youth</td> <td style="text-align: center;">3</td> <td style="text-align: center;">6</td> </tr> <tr> <td style="text-align: center;">Total</td> <td style="text-align: center;">10</td> <td style="text-align: center;">20</td> </tr> </tbody> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Businesses located within the boundaries of COJ municipality	4	8	Business owned by 51% or more-Women	3	6	Business owned by 51% or more-Black Youth	3	6	Total	10	20
The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)														
Businesses located within the boundaries of COJ municipality	4	8														
Business owned by 51% or more-Women	3	6														
Business owned by 51% or more-Black Youth	3	6														
Total	10	20														
	<p>viii. The points for price and points for specific goals will be added together and ranked from highest to lowest</p> <p>ix. A predetermined Objective Criteria will be assessed on the preferred panellists in the form of Resource Availability and financial analysis. This will determine how many work packages the panellist is eligible to be get.</p> <p>x. A financial analysis based on the three-year financial statements will be done to assess the financial risk of the preferred panellist. Should the BEC consider the risk to be unacceptable, the BEC will recommend for the Panellist not to be considered. The risk will be considered unacceptable where;</p> <ul style="list-style-type: none"> a. The panellist is technically insolvent b. For a joint venture, where the lead partner of a joint venture is technically insolvent. c. For a joint venture, where the smaller partner of a joint venture is technically insolvent but the lead partner is financially stable and the lead partner fails to demonstrate and commit that they have the capability of taking up the risks associated with the smaller partner's financial standing, after a clarification meeting. d. The panellist is under business rescue and the business rescue practitioner fails to demonstrate that the panellist would be able to complete new assignments if issued after a clarification meeting is held with the business rescue. 															



Clause number	Tender Data
	<ul style="list-style-type: none"> <li data-bbox="352 454 1390 622">xi. The Work Package will therefore be recommended to the highest scoring Panellist subject to the Resource Availability Assessment. All prior awards and allocations still in the procurement process will be considered when assessing Resource Availability. <li data-bbox="352 633 1390 801">xii. The Work Package will be recommended to the subsequent highest Scoring Panellist if the Highest Scoring Panellist does not have adequate capacity to be recommended for the work package based on the results of the Resource Availability Assessment. <li data-bbox="352 813 1390 947">xiii. The Work Package is recommended to the subsequent highest Scoring Panellist if the Highest Scoring Panellist does not have adequate capacity to be recommended for the work package. <li data-bbox="352 958 1390 1037">xiv. Upon completion of the evaluation process, BEC will compile a BAC report with a recommendation to the BAC for consideration of the recommendations. <li data-bbox="352 1048 1390 1126">xv. If a Panellist declines any Work Package at appointment, they shall not be allocated any subsequent work. <li data-bbox="352 1137 1390 1216">xvi. If the Panellist is terminated due to poor performance, they will not be allocated any subsequent work. <li data-bbox="352 1227 1390 1305">xvii. Allocation will be concluded by the BAC for work packages equal or below R5 Million and by the Accounting Officer for Work Packages above R5 Million.
	<p data-bbox="352 1361 879 1395">PREDETERMINED OBJECTIVE CRITERIA</p> <p data-bbox="352 1406 627 1440"><u>Resource Availability</u></p> <p data-bbox="352 1451 1390 1675">Resources will be assessed in terms of the Contract Manager, Site Agent and Health and Safety officer as per section C 3.11 (Part B). All CVs submitted during Resource Availability should meet the minimum requirements set in Section C.3.11 Part B, failure to comply with this requirement will be deemed as non-compliance by the Contractor and the next Contractor in line will be considered.</p>



Clause number	Tender Data								
	<p><u>Resource Utilization</u></p> <p>The Employer will access the utilisation of proposed key personnel for on-going and proposed Work Allocations as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #4F81BD; color: white;"> <th style="text-align: left;">Resource</th> <th style="text-align: left;">Maximum Utilization</th> </tr> </thead> <tbody> <tr> <td>Contracts Manager</td> <td>Maximum of three (3) projects per Resource</td> </tr> <tr> <td>Site Agent</td> <td>Maximum of one (1) project per Resource</td> </tr> <tr> <td>Safety Officer</td> <td>Maximum of one (1) project per Resource</td> </tr> </tbody> </table> <p>It should be noted that during this process, JW is not instructing the contractor to enter into any agreements with third party service providers.</p> <p>The resource availability process will be administered by the BEC.</p> <p>Johannesburg Water does not guarantee that every panellist will be allocated a work package.</p> <p><u>Financial Analysis</u></p> <p>A financial analysis based on the three-year financial statements will be done to assess the financial risk of the preferred panellist. Should the BEC consider the risk to be unacceptable, the BEC will recommend for the Panellist not to be considered.</p> <p>The risk will be considered unacceptable where;</p> <ul style="list-style-type: none"> • The panellist is technically insolvent • For a joint venture, where the lead partner of a joint venture is technically insolvent. • For a joint venture, where the smaller partner of a joint venture is technically insolvent but the lead partner is financially stable and the lead partner fails to demonstrate and commit that they have the capability of taking up the risks associated with the smaller partner's financial standing, after a clarification meeting. • The panellist is under business rescue and the business rescue practitioner fails to demonstrate that the panellist would be able to complete new assignments if issued after a clarification meeting is held with the business rescue. 	Resource	Maximum Utilization	Contracts Manager	Maximum of three (3) projects per Resource	Site Agent	Maximum of one (1) project per Resource	Safety Officer	Maximum of one (1) project per Resource
Resource	Maximum Utilization								
Contracts Manager	Maximum of three (3) projects per Resource								
Site Agent	Maximum of one (1) project per Resource								
Safety Officer	Maximum of one (1) project per Resource								



Clause number	Tender Data
<p>C.3.11.2 & C.3.11.3</p>	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Specific Goals):</p> <p>1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM</p> <p><u>The following preference point systems are applicable to all bids:</u></p> <ul style="list-style-type: none"> - The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). - If unclear, any preference points scoring may be included and the lowest acceptable tender will be used to determine the preference points to be used for the evaluation. Where the lowest acceptable tender is below R50 million, the 80/20 preference point system must be used and if the lowest acceptable tender is above R50 million, the 90/10 preference point system must be used. - The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the Bid Evaluation Committee will depend on verification documentation submitted. - Only tenderers that have completed and signed MBD 6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing. <p>(a) The value of this bid is estimated to exceed / below R50 000 000 (all applicable taxes included) and therefore the 90/10 or 80/20 preference point system shall be applicable.</p> <p>(b) Preference points for this bid shall be awarded for: Price; and Specific Goals.</p>



Clause number	Tender Data												
	<p>(c) The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">DESCRIPTION</th> <th style="text-align: center;">POINTS</th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">PRICE</td> <td style="text-align: center;">90</td> <td style="text-align: center;">80</td> </tr> <tr> <td style="text-align: center;">SPECIFIC GOALS</td> <td style="text-align: center;">10</td> <td style="text-align: center;">20</td> </tr> <tr> <td style="text-align: center;">Total points for Price and Specific Goals must not exceed</td> <td style="text-align: center;">100</td> <td style="text-align: center;">100</td> </tr> </tbody> </table> <p>(d) Failure on the part of a bidder to submit proof of specific goals points claimed in MBD 6.1 will not result in disqualification but will result in points not being awarded for Specific Goals.</p> <p>Specific Goals</p> <p>In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as must be supported by proof/ documentation stated in the conditions of this tender.</p> <p>Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.</p> <p>Race:</p> <ol style="list-style-type: none"> I. Ownership by black people II. Black Designated Group: <ul style="list-style-type: none"> Ownership by black people that are unemployed Ownership by black people who are youth Ownership by black people living in rural or underdeveloped areas or townships Ownership by black people with disabilities Ownership by black people who are military veterans Cooperative owned by black people 	DESCRIPTION	POINTS	POINTS	PRICE	90	80	SPECIFIC GOALS	10	20	Total points for Price and Specific Goals must not exceed	100	100
DESCRIPTION	POINTS	POINTS											
PRICE	90	80											
SPECIFIC GOALS	10	20											
Total points for Price and Specific Goals must not exceed	100	100											



Clause number	Tender Data
	<p>Gender:</p> <p>I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African.</p> <p>Disability:</p> <p>I. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.</p> <p>Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,</p> <p>Local Manufacture:</p> <p>I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth.</p> <p>Locality:</p> <p>I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:</p> <ul style="list-style-type: none"> • Promotion of enterprises located in the Gauteng Province • Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G) • Promotion of enterprises located in the City of Johannesburg municipality • Promotion of enterprises located rural or underdeveloped areas or townships.



Clause number	Tender Data
	<p>Qualifying Small Enterprises (QSE)</p> <p>I. Promotion of procurement from QSE's that are black owned.</p> <p>Exempted Micro Enterprises (EME):</p> <p>I. Promotion of procurement from EME's that are black own.</p> <p>SUB-CONTRACTING:</p> <p>Promotion of sub-contracting a Historically Disadvantaged Individuals (HDI) company.</p> <p>Consider sub-contract only in cases where there are no company which can meet any of the specific goals. Check if the portion of the work cannot be subcontracted in terms of specific goals.</p> <p>One goal may be chosen, or a combination of goals may be decided upon including a sub-goal i.e., owned by black people that are disabled etc.,</p> <p>JOINT VENTURE, CONSORTIUM OR EQUIVALENT:</p> <p>For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.</p> <p>To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.6 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.</p> <p>Documentation to be provided:</p> <ul style="list-style-type: none"> • JV, Consortium, or equivalent agreement • Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

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PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data																																																																																											
	<p>The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:</p> <table border="1"> <thead> <tr> <th style="text-align: left;">Affidavit Prescribed Formats</th> <th style="text-align: left;">Category</th> <th style="text-align: left;">Financial Threshold</th> </tr> </thead> <tbody> <tr> <td colspan="3">Generic Enterprises</td> </tr> <tr> <td></td> <td>BO QSE</td> <td>Between R10m and R50m</td> </tr> <tr> <td></td> <td>BO EME</td> <td>Less than R10m</td> </tr> <tr> <td colspan="3">Sector Specific Enterprises</td> </tr> <tr> <td></td> <td>BO QSE</td> <td>Between R10m and R50m</td> </tr> <tr> <td></td> <td>BO EME</td> <td>Less than R10m</td> </tr> <tr> <td colspan="3">Construction Sector Code</td> </tr> <tr> <td></td> <td>EME Contractor</td> <td>Less than R3m</td> </tr> <tr> <td></td> <td>BO EME BEP</td> <td>Less than R1.8m</td> </tr> <tr> <td colspan="3">Financial Sector Code</td> </tr> <tr> <td></td> <td>BO QSE</td> <td>Between R10m and R50m</td> </tr> <tr> <td></td> <td>BO EME</td> <td>Less than R10m</td> </tr> <tr> <td colspan="3">Information Communication Technology Sector Code (ICT)</td> </tr> <tr> <td></td> <td>BO QSE</td> <td>Between R10m and R50m</td> </tr> <tr> <td></td> <td>BO EME</td> <td>Less than R10m</td> </tr> <tr> <td colspan="3">Marketing, Advertising & Communication Sector Code (MAC)</td> </tr> <tr> <td>> Public Relations</td> <td>BO QSE</td> <td>Between R5m and R10m</td> </tr> <tr> <td>> Marketing, Advertising & Communications</td> <td>BO EME</td> <td>Less than R5m</td> </tr> <tr> <td colspan="3">Property Sector Code</td> </tr> <tr> <td rowspan="2">> Service-based</td> <td>BO QSE</td> <td>Between R5m and R10m</td> </tr> <tr> <td>EME</td> <td>Less than R5m</td> </tr> <tr> <td>> Agency-based</td> <td>BO QSE</td> <td>Between R2.5m and R35m</td> </tr> <tr> <td rowspan="2">> Asset-based</td> <td>EME</td> <td>Less than R2.5m</td> </tr> <tr> <td>BO QSE</td> <td>Between R80m and R400m</td> </tr> <tr> <td colspan="3">Tourism Sector Code</td> </tr> <tr> <td></td> <td>BO QSE</td> <td>Between R5m and R45m</td> </tr> <tr> <td></td> <td>BO EME</td> <td>Less than R5m</td> </tr> <tr> <td colspan="3">Specialised Enterprises</td> </tr> <tr> <td></td> <td>BO QSE</td> <td>Between R10m and R50m</td> </tr> <tr> <td></td> <td>BO EME</td> <td>Less than R10m</td> </tr> </tbody> </table> <p>Note: A sworn affidavit received from a tenderer that does not meet the above requirement will not be considered for the allocation of points for specific goals.</p> <p>Requirements for a valid BBBEE Certificate are as follows:</p> <ol style="list-style-type: none"> a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE accredited by SANAS), or a valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act. b) Bidders who do NOT qualify as EME's and QSE's as outlined above must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS. 	Affidavit Prescribed Formats	Category	Financial Threshold	Generic Enterprises				BO QSE	Between R10m and R50m		BO EME	Less than R10m	Sector Specific Enterprises				BO QSE	Between R10m and R50m		BO EME	Less than R10m	Construction Sector Code				EME Contractor	Less than R3m		BO EME BEP	Less than R1.8m	Financial Sector Code				BO QSE	Between R10m and R50m		BO EME	Less than R10m	Information Communication Technology Sector Code (ICT)				BO QSE	Between R10m and R50m		BO EME	Less than R10m	Marketing, Advertising & Communication Sector Code (MAC)			> Public Relations	BO QSE	Between R5m and R10m	> Marketing, Advertising & Communications	BO EME	Less than R5m	Property Sector Code			> Service-based	BO QSE	Between R5m and R10m	EME	Less than R5m	> Agency-based	BO QSE	Between R2.5m and R35m	> Asset-based	EME	Less than R2.5m	BO QSE	Between R80m and R400m	Tourism Sector Code				BO QSE	Between R5m and R45m		BO EME	Less than R5m	Specialised Enterprises				BO QSE	Between R10m and R50m		BO EME	Less than R10m
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Clause number	Tender Data
	<p>c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.</p> <p>Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. i.e.</p> <ul style="list-style-type: none"> (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA). (ii) Below the deponent’s signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration. (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio. (iv) Copy of certified copies will not be accepted. <p>Note: A tenderer failing to submit proof of specific goals claimed as per indicated above will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.</p> <p>2. ADJUDICATION USING A POINT SYSTEM</p> <ul style="list-style-type: none"> (a) The bidder obtaining the highest number of total points will be awarded the contract. (b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;. (c) Points scored must be rounded off to the nearest 2 decimal places. (d) In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of points for specific goals. (e) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality. (f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



Clause number	Tender Data			
	<p>3. POINTS AWARDED FOR PRICE THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">80/20</td> <td style="text-align: center;">or</td> <td style="text-align: center;">90/10</td> </tr> </table> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration Pt = Comparative price of bid under consideration Pmin = Comparative price of lowest acceptable bid</p>	80/20	or	90/10
80/20	or	90/10		
C.3.12	<p>Add the following to the clause:</p> <p>“Accept that the submission of a Tender shall be construed as an acknowledgement by the Tenderer that they are satisfied with the insurance cover, the Employer will affect under the contract.”</p>			
C.3.13.1	<p>Add to the existing clause:</p> <p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> a) the tenderer submits a valid SARS tax Compliance status Pin for tenders issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations; b) Proof of CSD registration ie MA xxxxx number; c) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2.22 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ol style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; 			



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS
WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND
WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



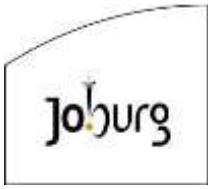
TENDERING DATA

Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and j) the tenderer: i) has sufficiently substantiated his experience in this type work; ii) has the required and experienced key personnel
C.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
	There are no additional conditions of tender.

-- END OF PART ---



Contract JW14404

PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

Johannesburg Water SOC Ltd



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

**RETURNABLE DOCUMENTS
AND
SCHEDULES**

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

<u>Document</u>	<u>Page</u>
1. Returnable Schedules required for tender evaluation purposes	
T2.1.1 Record of addenda to tender documents	RD.5
T2.1.2 Certificate of Authority	RD. 6
T2.1.3 Compulsory Enterprise Questionnaire	RD.11
T2.1.4 Preferential Procurement	RD.13
MBD 6.1 Preference points claim form in terms of the preferential procurement regulations	RD.14
MBD 4 Declaration of any potential conflict of interest	RD.22
MBD 8 Declaration of bidder’s past Supply Chain management practices	RD.25
MBD 9 Certificate of independent bid determination	RD.27
T2.1.5 Proposed qualifications	RD.30
T2.1.6 Schedule of the Tenderer’s experience	RD.31
T2.1.7 Contactable reference template	RD.32
T2.1.8 Schedule of key personnel	RD.36
T2.1.9 Curriculum vitae of key personnel	RD.37

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.40
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.41

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
C1.1 FORM OF OFFER AND ACCEPTANCE	C.3
C1.2 CONTRACT DATA (PART 2)	C.7
C2.1 PRICING ASSUMPTIONS OPTION B	C.33

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.

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.1 LIST OF RETURNABLE DOCUMENTS

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T2.1.8 Schedule of key personnel	RD.36
T2.1.9 Curriculum vitae of key personnel	RD.37

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

T2.1.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.1.2 CERTIFICATE OF AUTHORITY

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

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

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board (copy attached) taken on, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No. JW14404 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

(II) Certificate For Close Corporation

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

NAME	ADDRESS	SIGNATURE	DATE

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

(III) Certificate For Partnership

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

....., hereby authorize Mr/Ms

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

(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 AUTHORIZED SIGNATORY
Lead partner		Signature Name Designation.....
		Signature Name Designation.....
		Signature Name Designation.....
		Signature Name Designation.....

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

(V) Certificate For Sole Proprietor

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

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.1.3 COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Proof of CSD registration ie MA 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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

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:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- 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)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

T2.1.4 PREFERENTIAL PROCUREMENT

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

Form No.	Form Title	Description	Page
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer	RD.14
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer	RD.22
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer	RD.25
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer	RD.27

Note:

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

1.1.1. POINTS AWARDED FOR PRICE

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

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

Where

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

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Businesses located within the boundaries of COJ municipality	8	4		
Business owned by 51% or more-Women	6	3		
Business owned by 51% or more- by Black people	6	3		
Total	20	10		

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

5.4 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... SIGNATURE(S) OF TENDERER(S) </p> <p>SURNAME AND NAME:</p> <p>DATE:</p> <p>ADDRESS:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--

5.5 SUB-CONTRACTING

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

(Tick applicable box)

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

5.5.2 If yes, indicate:

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

.....

.....

.....

.....

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

.....

.....

.....

.....

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

(Tick applicable box)

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

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

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

5.6 DECLARATION WITH REGARD TO COMPANY/FIRM

5.6.1 Name of company/firm:

5.6.2 VAT number registration number:

5.6.3 Company registration number:

5.7 TYPE OF COMPANY/ FIRM

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

5.8 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

5.9 COMPANY CLASSIFICATION

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

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

5.10 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

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

- i) The information furnished is true and correct;
- ii) In the event of a contract being awarded as a result of points claimed as shown in MBD 6.1, the contractor is required to furnish documentary proof as requested in the Tender Data to the satisfaction of the purchaser that the claims are correct;
- iii) If the specific goals points have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

Employer:		Contractor:	
Witness:		Witness:	



· RETURNABLE DOCUMENTS

MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number.....

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

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

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, furnish particulars.....

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

3.13.1 If yes, furnish particulars.....

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

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404

PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURABLE DOCUMENTS

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

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

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

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

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

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

Table with 2 rows and 2 columns: Employer, Contractor, Witness, Witness



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.1.5 PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

CONTACTABLE REFERENCE TEMPLATE - CRITERIA 1 PANEL A (WORK IN RESERVOIR COMPLEXES) 5CE OR HIGHER

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW14404** for **Panel A And B of Contractors - Upgrades and Refurbishments Within Existing Reservoir and Pump Station Complexes as and when Basis for 36 Months Under a Framework Contract**

Name of Tenderer:

Name of Project:

Description of service provided in relation to work done on RESERVOIR including CAPACITY and MATERIAL used.

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

Name of authorised person:

Signature: Date

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

Name of Main Client Company (If Employer is different from name of client company)

.....

Name of Reference Completing this Letter.....

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.

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

CONTACTABLE REFERENCE TEMPLATE - CRITERIA 2 PANEL A (WORK IN RESERVOIR COMPLEXES) 5CE OR HIGHER

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW14404** for **Panel A And B of Contractors - Upgrades and Refurbishments Within Existing Reservoir and Pump Station Complexes as and when Basis for 36 Months Under a Framework Contract**

Name of Tenderer:

Name of Project:

Description of service provided in relation to work done on RESERVOIR PIPEWORK including DIMENSIONS and MATERIAL used.

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

Name of authorised person:

Signature: Date

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

Name of Main Client Company (If Employer is different from name of client company)

.....

Name of Reference Completing this Letter.....

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.

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

CONTACTABLE REFERENCE TEMPLATE - CRITERIA 1 PANEL B (WORK IN PUMP STATION COMPLEXES) 5ME OR HIGHER

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW14404** for **Panel A And B of Contractors - Upgrades and Refurbishments Within Existing Reservoir and Pump Station Complexes as and when Basis for 36 Months Under a Framework Contract**

Name of Tenderer:

Name of Project:

Description of service provided in relation to work done on PUMP STATION including CAPACITY.

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

Name of authorised person:

.....

Signature **Date**

.....

Telephone/Mobile:

.....

Email:

.....

Completed on behalf (Name of Client)

.....

Name of Main Client Company (If Employer is different from name of client company)

.....

Name of Reference Completing this Letter.....

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.

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

CONTACTABLE REFERENCE TEMPLATE - CRITERIA 2 PANEL B (WORK IN PUMP STATION COMPLEXES) 5ME OR HIGHER

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW14404** for **Panel A And B of Contractors - Upgrades and Refurbishments Within Existing Reservoir and Pump Station Complexes as and when Basis for 36 Months Under a Framework Contract**

Name of Tenderer:

Name of Project:

Description of service provided in relation to work done on PUMPSTATION PIPEWORK including DIMENSIONS and MATERIAL used.

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

Name of authorised person:

.....

Signature Date

.....

Telephone/Mobile:

.....

Email:

.....

Completed on behalf (Name of Client)

.....

Name of Main Client Company (If Employer is different from name of client company)

.....

Name of Reference Completing this Letter.....

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.

Employer:		Contractor:	
Witness:		Witness:	



RETURABLE DOCUMENTS

T2.1.8 SCHEDULE OF KEY PERSONNEL

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

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

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

SIGNATURE:.....

DATE:

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.1.9 CURRICULUM VITAE OF KEY PERSONNEL

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

Proposed role in the project	
-------------------------------------	--

1. Surname	
2. First Name	

3. Education (Submit certified copies of qualifications)

Institution (Date from – Date to)	Degree(s) or Diploma(s) obtained

4. Registration/ Membership of Professional Bodies (Submit copies of registration certificates)

Institution/ Professional Body	Category of Registration	Registration Number

5. Post Qualification Experience

Company/ Organisation	(Date from – Date to)	Years of Employment	Position

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

6. Project-based Experience

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Site Manager, etc.)	
Description of Scope and Duties	

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Site Manager, etc.)	
Description of Scope and Duties	

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Site Manager, etc.)	
Description of Scope and Duties	

Duplicate relevant section to add more information, if required.

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.2 LIST OF RETURNABLE DOCUMENTS

<u>Document</u>	<u>Page</u>
2. Other documents required only for tender evaluation purposes	
T2.2.1 Certificate of Contractor Registration issued by the Construction Industry Development Board	RD.40
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxx number	RD.41

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

T2.2.1 CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

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

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

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

SIGNATURE:.....

DATE:

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

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

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

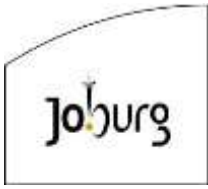
The Tenderer must attach hereto a copy SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxx number.

SIGNATURE:.....

DATE:

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

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404

PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



AGREEMENT AND CONTRACT DATA

Johannesburg Water SOC Ltd



PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

NEC4 Engineering & Construction Contract (ECC4)

Between Johannesburg Water SOC Ltd

Reg No. 2000/029271/30 (the *Client*)

and _____

Reg No. _____ (the *Contractor*)

for [insert title of the works] (the *works*)

Contents:	Page No
Part C1 Agreements & Contract Data	3
C1.1 Form of Offer and Acceptance	
C1.2 Contract Data	
C1.3 Forms of Sureties (if applicable)	
Part C2 Pricing Data	32
C2.1 Pricing assumptions	
The Bill of Quantities (if Option B or D applies)	To be shared for each allocation
To be shared for each allocation	To be shared for each allocation
To be shared for each allocation Scope of Work	To be shared for each allocation
To be shared for each allocation Site Information	To be shared for each allocation

Contract No. [Insert at award stage]

Prepared By: Johannesburg Water

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

C1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)

C1.1 FORM OF OFFER

C1.1.1 Offer

The Client, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Contract No. JW14404: Panel A and B of Contractors - Upgrades and Refurbishments within Existing Reservoir and Pump Station Complexes on an As-And-When Basis for a Period Of Thirty-Six (36) Months

Tick the appropriate Panel(s) **Panel A** **Panel B**

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.

Option B	The offered total of the Prices exclusive of VAT	N/A
	Sub Total	N/A
	Value Added Tax (15%)	N/A
	The offered total of the amount due inclusive of VAT*	N/A

This Offer may be accepted by the Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, 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:

.....
(Insert name and address of organisation)

Name & signature of witness Date

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

C1.1.3 Schedule of Deviations to be completed by the Client prior to contract award

Note:

1. *This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.*
2. *The extent of deviations from the tender documents issued by the Client prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.*
3. *A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it. Insert particulars in place of this symbol [●] and delete rows not required.*

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Client and the tenderer agree to and accept this Schedule of Deviations as the only 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 confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Client during this 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 signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer:

For the Client

Signature		
Name		
Capacity		
On behalf of	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Name & signature of witness		
Date		

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

C1.2 ECC4 Contract Data

C1.2.1 Part one - Data provided by the Client

Completion of the data in full, according to the Options chosen, is essential to create a complete contract. The Contract Data (including variations and additions) shall amplify, modify, or supersede, the NEC4 June 2017 Option B: Priced Contract with Bill of Quantities to the extent specified below, and shall take precedence and shall govern.

Each item of data given below is cross-referenced to the clause in the NEC4 June 2017 Option B: Priced Contract with Bill of Quantities to which it mainly applies.

1 General

11.1 The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract, June 2017 with amendments January 2019.

Main Option	B: Priced contract with bill of quantities
Option for resolving and avoiding disputes	W1: Dispute resolution procedure
Secondary Options	X1: Price adjustment for inflation X7: Delay damages X11: Termination by Client X13: Performance bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract

11.2(15) The *works* are **Panel A and B of Contractors - Upgrades and Refurbishments within Existing Reservoir and Pump Station Complexes on an As-And-When Basis for a Period of Thirty-Six (36) Months**

10.1 The *Client* is

Name	Johannesburg Water (SOC) Limited represented by Mr. William Chitsa
Address for communications	Turbine Hall, Ntemi Piliso Street, Newtown, Johannesburg
Address for electronic communications	william.chitsa@jwater.co.za

10.1 The *Project Manager* is

Name	The Built Environment Professional Consulting Company appointed by Johannesburg Water (SOC) Ltd (To be specified for each Work Package)
Address for communications	To be specified for each Work Package
Address for electronic communications	To be specified for each Work Package

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

10.1 The Supervisor is

Name

The Built Environment Professional Consulting Company appointed by Johannesburg Water (SOC) Ltd (To be specified for each Works Order)

Address for communications

To be specified for each Works Order

Address for electronic communications

To be specified for each Works Order

11.2(16) The Scope is in

The works are:

GENERAL:

RESERVOIR COMPLEX – WITH THE FOLLOWING SCOPE:

- Internal Lining of existing Reservoirs;
- Reservoir internal and Structural repairs;
- Valve Chambers;
- Pipework within the reservoir complex, Slip lining, pipe replacement pipe upgrade, new pipes (bypasses);
- Minor pump Station (Within Reservoir Complex) rehabilitation;
- Telemetry;
- Cathodic Protection;
- CCTV;
- Metering Within the Reservoir Complex; and
- Any other Ad hoc work within the reservoir site.

PUMP STATION COMPLEXES – WITH THE FOLLOWING SCOPE:

- Pump replacement, upgrade and refurbishment;
- Motor Replacement and Refurbishment;
- Generators and alternative power installation, refurbishment and upgrade;
- Valve Chambers;
- CCTV;
- Telemetry;
- Cathodic Protection;
- Metering within the pump station complex;
- Control units (VSD PLC etc);
- Pump house and other structural and building works;
- Paving; and
- Any other Ad hoc work within the Pump Station Complex.

Part 3: Scope of work and all documents and drawings to which it refers will be issued for each Work package (Project).

11.2(18) The Site Information is in

The boundaries of the site are as shown on specific layout drawings included with the Works Information applicable to, and issued for, a specific Work package (project).

Part 4: Site Information and all documents and drawings to which it refers will be issued with each Work package.

11.2(17) The boundaries of the site are

The boundaries of the site are as

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

		<p>shown on specific layout drawings included with the Works Information applicable to, and issued for, a specific Work package (project).</p> <p>Part C4.1 Site information will be issued with each Work package.</p> <p>All work to be performed within the City of Johannesburg jurisdiction on property and assets belonging to Johannesburg Water</p>
13.1	The <i>language of this contract</i> is	English
12.2	The <i>law of the contract</i> is the law of	Republic of South Africa subject to the jurisdiction of the courts of the Republic of South Africa
13.3	The <i>period for reply</i> is <ul style="list-style-type: none"> • The <i>period for reply</i> for • The <i>period for reply</i> for 	14 Days except that
		Payment certificates is as per Clause 51.1
		Final assessment is as per Clause 53.1
15.2	The following matters will be included in the Early Warning Register	
	<ul style="list-style-type: none"> • Unforeseen ground conditions • Geotechnical problems • Unknown existing services and / or underground structures Unknown • Long Lead Items • Local Labour Participation • Local and Priority Population Group Sub-Contractors Participation • Work Package Reporting Requirements • Payment Claims Procedures • Proof of Payments to Sub-Contractors Reporting Requirements • Trade Credit Insurance Requirements for Sub-Contractors • Work package Programming Requirements • Shutdown requirements • Granting of wayleaves • Matters regarding supply into the distribution network to the reservoir and bypass <p>Note: The final register to be issued in terms of 15.2</p>	
15.2	Early warning meetings are to be held at intervals no longer than	2 weeks

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

2 The Contractor's Main Responsibilities

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

3 Time

31.2	The <i>starting date</i> is	TBA
30.1	<p>The <i>access date</i> is: (For Each Work package)</p>	<p>The access dates for each Work package (project) are upon formal written instruction from the Project Manager to commence with that specific Work package (project).</p> <p>The submission of following documentation no later than 28 days after the contract date is a prerequisite to the Instruction to commence:</p> <ul style="list-style-type: none"> • Approved Health and Safety Plan and File • Approval of the Environmental File • First programme • Traffic Control Plan • Construction Method Statement • Guarantee from Bank or Insurance Company • Insurance for Construction Machinery Plant • Insurance for Motor Vehicle Liability • Commissioner of COID • Signed Notification to the Department of Labour • Construction Permit where applicable • Subcontracting plan • Labour resource plan
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 month
11.2(2) & 11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<p>The Contract Duration (i.e work allocation period) is only for thirty-six(36) months, from the date Contract is in effect. No new work allocation will be issued after expiry of the contract; however the contractor shall be required to complete all Works' Orders issued prior to expiry of the Contract Duration inline with the Work package duration and approved Completion Date.</p>
Taking over the <i>works</i> before the Completion Date	The Client is not willing to take over the works comprising a specific Work package (project) before the completion date of that Work package (project).	
31.1	The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	28 days

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

4 Quality management

40.2	The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	28 days
43.1	The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	52 weeks
44.2	The <i>defect correction period</i> is	21 days except that
	<ul style="list-style-type: none"> The <i>defect correction period</i> for 	Safety, Health & Environment related items is 48 hours

5 Payment

51.1	The <i>currency of the contract</i> is the	South African rand
50.1	The <i>assessment interval</i> is	<p>A month and it ends and starts at 12h00 on the 20th day of each successive month</p> <p>The assessment interval is monthly, with specific assessment dates to be agreed by the Contractor and the Project Manager before the first Section of work (project) is allocated.</p> <p>As set out in the Client's Works Information, which prescribes the required details, the assessment process is summarised as follows:</p> <p>The Contractor (in conjunction with the Supervisor's certification) will be required to prepare progress claims by completing quantities of work done in accordance with the bill of quantities for each Section (project). The Supervisor will only certify quantities of work completed in accordance with the Works Information</p> <p>The Contractor will be responsible for ensuring that the progress claim is submitted to the Project Manager in time for processing at the agreed assessment interval and on the agreed assessment dates.</p> <p>Claims must be submitted in the formats and using both the hardcopy and electronic systems prescribed by the Project Manager, which may vary from time to time.</p> <p>Any failure to submit the required,</p>

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

Supervisor certified claim information by the agreed date will result in the assessment by the Project Manager being held over until the assessment interval following the correct submission of the required information. These assessments and certificates shall not be regarded as late and interest shall not be applicable.

51.4 The *interest rate* is

0

 % per annum

51.2 The period within which payments are made is

On or before the last day of the month following the assessment date

6 Compensation events

60.1(13) The place where weather is to be recorded is

Contractor's site establishment area

60.1(13) The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 10 mm

The *weather measurements* are supplied by

South African Weather Service 012 367 6000 or info4@weathersa.co.za

60.1(13) The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

meteorological station to be specified with each Work package
--

 and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Client</i> .

63.12 The value engineering percentage is 50%, unless another percentage is stated here, in which case it is

0 %

63.15 The *method of measurement* is

Defined cost plus fee

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

7 Title

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 Liabilities and insurance

80.1 These are additional *Client's* liabilities

None

83.3 Insurance Table row 3 The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is:

R 10 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

83.3 Insurance Table row 4 The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is:

as prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with the limit of cover of not less than R10 million.

83.2 The *Contractor* provides these additional insurances:

- 1. Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**
- 2. Insurance of Construction Machinery Plant.**

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

Resolving and avoiding disputes

W1.4(1)	The <i>tribunal</i> is	arbitration
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	South Africa

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

W1.1(1)

The *Senior Representatives* of the *Client* are

Name (1)	Mr Enoc Mudau
Address for communications	Turbine Hall, Ntemi Piliso Street, Newtown, Johannesburg
Address for electronic communications	enoc.mudau@jwater.co.za
Name (2)	Mr Joseph Mokoala
Address for communications	Turbine Hall, Ntemi Piliso Street, Newtown, Johannesburg
Address for electronic communications	joseph.mokoala@jwater.co.za
W1.2	The <i>Adjudicator</i> is (Name)
	the person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the Party intending to refer a dispute to him. (see www.ice-sa.org.za)
Address for communications	
Address for electronic communications	
The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the South African Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.

X1: Price adjustment for inflation

X1.1(c)

The effect of changes in prices or law on the amounts due shall be adjusted on the following basis:

- a) No price adjustment over the first 12-month period of after the submission of the work allocation proposal.
- b) On the 12-month anniversary date of the signing of the agreement 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 signing of the Agreement and fixed at this value for the following 12-month period. Subsequent 12-month periods shall be dealt with on a similar basis.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

c) The proportions used to calculate the Price Adjustment Factor are:

a = 0.35	linked to the index for	Lo - Labour
b = 0.25	linked to the index for	Po - Equipment
c = 0.30	linked to the index for	Mo - Materials
d = 0.1	linked to the index for	Fo - Fuel
x = 0.1	non-adjustable	"X" Fixed portion
Geographical area	Gauteng	
The <i>base date</i> for indices is	Work allocation proposal closing date.	
These indices are	available from Statistics South Africa. https://www.statssa.gov.za/	

- (a) 'L' is the 'Labour Index' and shall be the price index for 'Consumer Price Index' for the Gauteng Province as published in the Statistical News Release, P0141, Table A "Consumer Price Index: Main indices" of Statistics South Africa.
- (b) 'P' is the 'Construction Equipment' and shall be the Producer Price Index applicable to Plant and Equipment (Total) as published in the Statistical Release P0151.1, Table 4 of Statistics South Africa.
- (c) 'M' is the 'Materials Index' and shall be the Producer Price Index applicable to Civil Engineering Material (Total) as published in the Statistical Release P0151.1, Table 6 of Statistics South Africa.
- (d) 'F' is the 'Fuel Index' and shall be the Producer Price Index for Final manufactured goods - Coal and Petroleum Products - Diesel as published in the Statistical News Release P0142.1, Table 1 of Statistics South Africa."

X7: Delay damages

X7.1	Delay damages for Completion of the whole of the <i>works</i> are	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 R7 000 (Seven thousand Rand) per working day, whichever is the greater.
------	---	---

X13: Performance bond

X13.1	The amount of the performance bond is	10% of contract price (excl. VAT)
-------	---------------------------------------	--

X16: Retention

X16.1	The <i>retention free amount</i> is	R0.00
X16.1	The <i>retention percentage</i> is	10% of the Contract Sum.
X16.3	The <i>Contractor may not</i> give the <i>Client</i> a retention bond.	

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

X18: Limitation of liability

X18.2	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to:	No Limit
X18.3	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to:	No Limit
X18.4	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	No Limit
X18.5	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	No Limit
X18.6	The <i>end of liability date</i> is 5 years after Completion of the whole of the works	

Z: Additional conditions of contract

The *additional conditions of contract* are:

Amendments to core clauses:

Z1 Identified and defined terms

Add core clause 11.2 (21)

Where reference is made to Employer in the contract documents (Tender Procedures, Returnable Documents, Agreement and Contract Data, Pricing Data, Scope of Work, Site Information, and Drawings) it shall mean the same as *Client*.

Where reference is made to Engineer or Client's Agent in the contract documents (Tender Procedures, Returnable Documents, Agreement and Contract Data, Pricing Data, Scope of Work, Site Information, and Drawings) it shall mean the same as *Project Manager*.

Where reference is made to Engineer's Representative in the contract documents (Tender Procedures, Returnable Documents, Agreement and Contract Data, Pricing Data, Scope of Work, Site Information, and Drawings) it shall mean the same as *Supervisor*.

Where reference is made to Work Order in the contract documents (Tender Procedures, Returnable Documents, Agreement and Contract Data, Pricing Data, Scope of Work, Site Information, and Drawings) it shall mean a defined scope of works satisfying the scope of works and boundaries of contract JW14404, whereby the Client will issue out a Bill of Quantities for Quotation along with the associated Project Specifications, Drawings and any other related documents as per process outlined in the Tendering procedures.

Where reference is made to Period of Performance, Completion Date or Contract Duration in the contract documents (Tender Procedures, Returnable Documents, Agreement and Contract Data, Pricing Data, Scope of Work, Site Information, and Drawings) it shall mean the duration and date to which the Contractor can be issued with a new Work Order, in which case is thirty-six (36) months from contract commencement. This will be read differently from the Work Order duration and Completion date which will be specified on each Work Order.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

**Z2 Work
 Order
 Procedures**

Add New Clause
 Works Order Procedure

The Service Provider acknowledges that at the commencement date of the Contract that no project specific known services requirements exists. However, as service provision requirements as per Scope of Works becomes available for implementation during the Contract Period of Performance, the Client undertakes to issue such service provision requirements to the panel of Contractors for Quotations and subsequent implementation. **NOTA BENE:** Certain service provision requirements may be issued to the Client's own Operational Team for Implementation.

**Z3 Corrupt
 Practices**

Delete clause 18 and replace with:

Each Party warrants that it and its Affiliates and/or Subcontractor have not made, offered, or authorized and will not make, offer, or authorize with respect to the matters which are the subject of this Contract, any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any public official (i.e., any person holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise or a public international organization) or any political party or political party official or candidate for office, where such payment, gift, promise or advantage would violate

- a) the applicable laws of South Africa;
- b) the laws of the country of incorporation of such Party or such Party's ultimate parent company and of the principal place of business of such ultimate parent company; or

Each Party shall defend, indemnify and hold the other Party or Parties harmless by way of a continuing indemnity from and against any and all actions, applications, claims, damages, losses, penalties, costs and expenses arising from or related to, any breach by such first Party of such above mentioned warranty. Such indemnity obligation shall survive termination or expiration of this Agreement.

Each Party agrees to (i) maintain adequate internal controls; (ii) properly record and report all transactions; and (iii) comply with the laws applicable to it. Each Party must rely on the other Parties' system of internal controls, and on the adequacy of full disclosure of the facts, and of financial and other data regarding the operations undertaken under this contract. No Party is in any way authorized to take any action on behalf of another Party that would result in an inadequate or inaccurate recording and reporting of assets, liabilities, or any other transaction, or which would put such Party in violation of its obligations under the laws applicable to the operations under this contract.

No Party shall make any facilitation payments to government officials in the execution of its obligations under this contract. Breach of this clause by the *Contractor* will entitle the *Client* to termination in terms of Section 9, clause 91.8 and recover from the *Contractor* the amount of any loss incurred as a result of such termination.

Z4 People

Add the following to clause 24.1

The minimum requirements for the following key personnel for each and every Work Order shall be as follows:

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404
PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



AGREEMENT AND CONTRACT DATA

<u>Panel A (Work in Reservoir Complexes) 5CE or Higher</u>			
	Minimum Qualifications	Minimum Experience	Maximum Resource Utilisation
Contract Manager	of Bachelors' Degree (Civil Engineering/ Electrical Engineering/ Mechanical Engineering/ Quantity Surveying/ Construction Management) equivalent or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)	6 Completed Projects concrete reservoir construction and / or bulk steel pipe work completed as Contract Manager	Can be allocated to up to 3 projects on Panel JW14404
Site Manager	National Diploma (Civil/ Mechanical/ Electrical) Engineering or more AND Registered as a Candidate Engineering Professional with the ECSA or higher	4 Completed Projects involving reinforced concrete reservoirs of 10ML or more AND 4 Completed Projects involving steel pipe projects of diameter 450mm or more Completed as site agent/site manager	Can only be committed to one project
Safety Officer	National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more AND Registered with SACPCMP in the "Construction Health and Safety" Sector	4 civil/ structural/electrical/ mechanical engineering projects completed as safety officer	Can only be committed to one project

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404
PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



AGREEMENT AND CONTRACT DATA

<u>Panel B (Work in Pump Station Complexes) 5ME or Higher</u>			
	Minimum Qualifications	Minimum Experience	Maximum Resource Utilisation
Contract Manager	Bachelors' Degree (Civil Engineering / Quantity Surveying/ Construction Management) equivalent or higher. AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)	6 Completed Projects Involving reinforced concrete reservoir construction and / or bulk steel pipe work completed as Contract Manager	Can be allocated to up to 3 projects on Panel JW14404
Site Manager	National Diploma (Civil/ Mechanical/ Electrical) Engineering or more AND Registered as a Candidate Engineering Professional with ECSA or more	4 Completed Pumpstation projects (water or sewer) of 25ml/s or more AND 4 Completed Projects involving steel pipe projects of diameter 450mm or more Completed as site agent/site manager	Can only be committed to one project
Safety Officer	National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more AND Registered with SACPCMP in the "Construction Health and Safety" Sector	4 civil/ structural/electrical/ mechanical engineering projects completed as safety officer	Can only be committed to one project

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

Add clause 24.3

In the event that the *Contractor* wishes to replace a *key person* as referred to in clause 24.1, the *Contractor* gives the *Client* four (4) weeks' notice of such proposed replacement, giving details of the name, relevant qualifications and experience of a person proposed as a replacement and any other details which are necessary to demonstrate that such replacement meet the minimum criteria (qualifications and experience) specified for the position. The *Contractor* is not required to give the aforesaid notice in case the replacement was caused by circumstances outside its control, including but not limited to death, immediate dismissal or sudden resignation of a *key person*.

Add the following clause 24.4

If the *Client* consents to the replacement of a *key person*, such replacement person commences the work of that *key person* in relation to the *works* at least two (2) weeks prior to the *key person* leaving in order to facilitate an appropriate handover of work. The *Contractor* shall be liable for the cost of such replacement *key person* during this two (2) week period.

Add the following clause 24.5

If the *Contractor* replaces a key person without complying with this clause and without the consent of the *Client*, the *Client* may withhold the sum of money applicable to that *key person* as set out in the Contract Data when assessing the amount due in accordance with clause 50, until the replacement person has completed the handover period described in clause 24.4. Interest shall not accrue on the sum of money withheld by the *Client*.

Z5 Payment

Add clause 51.6:

Payment advance for Plant and Materials on site is allowed for Plant and Materials not yet built into the Works. The amount payable is 80% of the value of Plant and Materials. Proof of ownership, surety and session of ownership documentation must be submitted to the *Client* prior to payment.

Z6 Correcting defects

Add to clause 44.2:

Except that the *Client* may correct a Defect after takeover if there is a threat to safety which justifies immediate action to correct the Defect. The *Project Manager* assesses the cost incurred by the *Client* in correcting the Defect and the *Contractor* pays the amount assessed.

Z7 Compensation events

Delete the last paragraph of Clause 61.3 and replace with:

If the *Contractor* does not notify a compensation event within four weeks of becoming aware that the event has happened, it is not entitled to a change in the Prices, the Completion Date, or a Key Date unless the event arises from *the Project Manager* or the *Supervisor* giving an instruction or notification, issuing a certificate, or changing an earlier decision.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

Amendments to secondary option clauses:

Z8 Performance Bonds

The Performance Guarantee under X13 above shall be irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Client* by a financial institution reasonably acceptable to the *Client*.

Additional clauses:

Z9 Returns of labour, SMME, plant, equipment and material

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 Project Manager 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 Project Manager's or his duly authorized representative may require. The supporting documents required for **all subcontracting** include but are not limited to the following:

- Valid CIPC registration (i.e. CK, COR)
- SA ID copies of owners
- Active CIDB membership: minimum grading 1 in the respective Categories for construction related work.
- 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

- Certified Copies of IDs
- Individual contracts
- Monthly Individual proof of payment
- Monthly Individual timesheets
- Training returns
- UIF forms (proof of registration from Labour)

Z10 Special Conditions

All Contractors issued with a Work Package(s) must subcontract a minimum set percentage of the value of each Work Package to a **LOCAL** entity(s) described below. The minimum percentage will be determined for each work package and distributed together with the request for pricing. The value of the Contract for the purposes of this calculation shall be equal to the Contract Price (excluding VAT) outlined on each Work Order or Appointment Letter.

The subcontractor/s chosen for this purpose must be registered on National Treasury's

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

Central Supplier Database (CSD) and must be from one of the following designated groups:

- An EME or QSE which is at least 51% owned by black people;
- An EME or QSE which is at least 51% owned by black people who are youth;
- An EME or QSE which is at least 51% owned by black women;
- An EME or QSE which is at least 51% owned by black people with disabilities;
- An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- A cooperative which is at least 51% owned by black people;
- An EME or QSE which is at least 51% owned by black people who are military veterans;
- an EME or QSE .

1. Subcontractors must be chosen from National Treasury’s Central Supplier Database which can be accessed on National Treasury’s website.
2. The Contractor shall identify work packages that will be allocated to Subcontractors, so that the minimum requirement of the set percentage can be met during the implementation of the project, as follows:
 - The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME’s, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc.
 - The Subcontracting Plan shall be developed in consultation with the Ward Councillor and / or Community Liaison Officer, who shall assist the Contractor in identifying SMME’s and other skills that may be available in local and surrounding communities.
 - The Subcontracting Plan shall be issued to the Project Manager 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 Project Manager. A period of four weeks will be required for the Project Manager to consult with the Client, prior to approval of the Subcontracting Plan.
 - The Contractor shall ensure that rates that are tendered (during Quotation Stage) for work items that are likely to be Subcontracted, are market related rates. Provision is made in the Bill of Quantities (BoQ) for the Contractor to add a mark-up for the sourcing, handling, and management of Subcontractors, SMME’s, and the like, for the duration of the Contract.
 - On or during appointment of Subcontractors, should Subcontractors **prove** that rates, that have been tendered by the Contractor for BoQ work items that are being subcontracted, are not market related, the Contractor will be liable to cover the cost of the difference, i.e. the difference in rate tendered by the Contractor versus the rate that is being requested by the Subcontractor. This difference in cost will be for the Contractor’s account, and no Variation Orders for additional costs will be entertained by the Client.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

The Contractor bears the full and complete risk for the rates that have been tendered by the Contractor during Tender Stage.

- 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 Quotation 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 Client.
- The Contractor will be liable to pay a penalty if the Subcontracting target set percentage has not been met by the end of the Contract. The Client will deduct this penalty amount through the Payment Certificate process. The Client 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. Where 30% is the set percentage, 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 work allocation 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).
- A Payment Period of 14 Days from the agreed date of submission of invoices by the Subcontractor.
- Assistance provided/to be provided to the Subcontractor by the Contractor, e.g. acquisition of materials, machinery, tools, etc.
- A Skills Transfer Plan which will indicate, amongst others, the proposed skills that will be transferred to the Subcontractor, individuals that will be identified for skills transfer, the amount that will be spent by the Contractor on skills transfer, evidence that will be produced by the Contractor (such as training certificates, training registers, etc.), etc.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

- 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 Project Manager, on request, with all necessary supporting information that the Project Manager may request
 - Payments made on behalf of the Subcontractor are not subject to the Contractor first being paid by the Client. Therefore, the Contractor shall pay approved invoices, on behalf of the Subcontractor, irrespective of whether the Contractor has first been paid by the Client. 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 Project Manager as follows:
- Status of progress against the Subcontracting Plan (described above), to the approval of the Project Manager
 - Subcontractor *domicilium* and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.
 - Name of Subcontractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the Subcontractor
 - Value of the work issued (this information must be submitted in a format that is readily auditable)
 - Monthly payments made to the subcontractor (this information must be

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

- 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.

Z11 Penalties

- 1. Failure to report**
 - a) The *Client* shall levy a penalty on *Contractor*, should the latter fail to provide reporting as required in Z9 with regard to content and frequency, whilst as per the Pricing Data section no payment for work completed shall be processed.
 - b) The penalty value shall be R15,000.00 per report per occasion; and
 - c) If the *Contractor* fails to complete the latter more than three incidents and should the *Client* or his duly authorised representative find that the *Contractor* is hindering his (the *Client'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 *Client* from monies owed to the *Contractor*. Additional costs incurred by the *Client* 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 *Client* 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 notify the *Client* in writing within 24 hours of it first coming to his notice, that delivery shall be delayed or become impossible for the above-mentioned reasons.
- 2. Failure to pay any labourer or SMME**
 - a) The *Client* shall levy a penalty on *Contractor*, should the latter fail to provide payment to any labourer or SMME as specified in the appointment agreements between the *Contractor* and the labourer or SMME.
 - b) The penalty value shall be R 50,000.00 per incident per occasion; and
 - c) If the *Contractor* fails to complete the aforementioned more than three incidents and should the *Client* or his duly authorised representative find that the *Contractor* is hindering his (the *Client's*) deliverables to JW Senior Management, he shall reserve the right to:
 - i) perform the Works internally or through another contractor; and

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

ii) deduct additional costs incurred by the *Client* from monies owed to the *Contractor*. Additional costs incurred by the *Client* 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 *Client* 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 *Client* 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.

3. Failure to meet target participation by local SMME

If the *Contractor* fails to achieve the monetary value of the target set by the *Client* for contract participation by local SMME Contractors in terms of clause Z10, the *Contractor* shall be liable to the *Client* 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 *Client* for contract participation by Targeted Enterprises and local SMME Contractors in terms of clause Z10 of the Scope is 50% of the monetary value by which the achieved monetary value falls short of the target monetary value.

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

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

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

The *Client* may impose a penalty value of R20,000.00 per audit report.

5. Penalties payable

If penalties are payable, they will be deducted prior to the addition of (VAT) but after the calculation of retention.

6. Penalties irreversible

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

Z12 Source of instructions

The *Contractor* shall neither seek nor accept instructions from any authority external to the *Project Manager* in connection with the performance of his services under this Contract. The *Contractor* shall refrain from any action which may adversely affect the *Client* and shall fulfil his commitments with fullest regard for the interest of the *Client*. The *Contractor* may only take and comply with *Client's* Health and Safety representative or

Employer:		Contractor:	
Witness:		Witness:	



**Contract JW14404
 PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION
 COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A
 FRAMEWORK CONTRACT**



AGREEMENT AND CONTRACT DATA

Environmental representative on matters regarding Health & Safety as well as Environmental.

**Z13
 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 *Client*, shall be treated as confidential and shall be delivered only to the *Project Manager* 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 *Client*.

**Z14 Date
 falling on
 public
 holiday,
 weekend or
 "Builder's
 Break"**

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, weekend or the annual "Builder's Break" as defined by SAFCEC on an annual basis, 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.

Z15 Taxes

Definitions
 The Customs Duties - means any tariff or tax on the importation or exportation of goods or services.

 The Sales Tax - means any tax imposed by any government, provincial, municipal, local, taxing or other authority on transactions such as the sale of goods and the performance of services, including importation, commonly referred to, for example, as value added tax, goods and services tax or general sales tax or any other similar taxes.

 The Taxes - means any and all taxes, duties, wharfage, fees or charges in connection with the activities of the *Contractor* hereunder imposed by any government, provincial, municipal, local, taxing or other authority, including income tax, capital gains tax, taxes in relation to employment or payroll (including social security contributions and taxes on employment income), taxes in relation to imports, duties, levies, stamp duties, charges, assessments and payments in the nature of taxes, but excludes Customs Duties, Sales Tax and withholding tax.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

C1.2.2 Part two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

11.2(13) The Contractor is

Name	
Address for communications	
Address for electronic communications	

11.2(10) & 52.1 The fee percentage is (Upper limit 15%)

%

11.2(20) & 16.3 The working areas are the Site and

--

24.1 The key persons (Corresponding to cv's submitted) are:

Name (Contracts Manager)	
Job	
Responsibilities	
Qualifications	
Experience	

Name (Site Agent)	
Job	
Responsibilities	
Qualifications	
Experience	

Name (Safety Officer)	
Job	
Responsibilities	

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404
PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



AGREEMENT AND CONTRACT DATA

Qualifications

--

Experience

--

Name (Environmental Officer)

--

Job

--

Responsibilities

--

Qualifications

--

Experience

--

11.2(8)

The following matters will be included in the Early Warning Register:

--

3 Time

31.1

The programme identified in Contract Data is

To be determined upon work allocation

5 Payment

11.2(22)

The *bill of quantities* is in

Volume 1, Part 2, C2.2 Bill of Quantities

The tendered total of the Prices is

--

W1.1(1)

The *Senior Representatives* of the Contractor are

Name

--

Address for communications

--

Address for electronic communications

--

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404
PANEL A AND B OF CONTRACTORS - UPGRADES AND REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



AGREEMENT AND CONTRACT DATA

Name (2)

Address for communications

Address for electronic communications

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14404
**PANEL A AND B OF CONTRACTORS - UPGRADES AND
 REFURBISHMENTS WITHIN EXISTING RESERVOIR AND PUMP STATION
 COMPLEXES AS AND WHEN BASIS FOR 36 MONTHS UNDER A
 FRAMEWORK CONTRACT**



AGREEMENT AND CONTRACT DATA

Data for Short Schedule of Cost Components (To be Completed for each Work Package)

The Data for Short Schedule of Cost Components will be circulated and Completed for each Work Package.

Employer:		Contractor:	
Witness:		Witness:	



C2 PART C2 PRICING DATA

C2.1 Pricing assumptions Option B

C2.1.1 How work is priced and assessed for payment

Clause 11 in NEC4 Engineering and Construction Contract (ECC4) Option B states:

Identified and defined terms 11 11.2

(22) The Bill of Quantities is the *bill of quantities* unless later changed in accordance with these *conditions of contract*.

(30) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work which is without notified Defects the correction of which will delay following work.

(33) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the Bill will comprise of only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

C2.1.2 Function of the Bill of Quantities

Clause 56.1 in Option B states, "Information in the Bill of Quantities is not Scope or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Bill, but in the Scope. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Scope". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

C2.1.3 Guidance before pricing and measuring

Clients preparing tenders or contract documents, and tendering contractors are advised to consult page 85 of the "NEC4 User Guide, Preparing an Engineering and Construction Contract" before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

There is no general provision in Option B for payment for materials on Site before incorporation into the *works*. If secondary Option X14 Advanced payment has not been used then the tendering contractor may obtain the same effect by inserting appropriate items in the method related charges where the *method of measurement* allows, or alternatively making allowance in the rates of the *bill of quantities* for the financing of Plant and Materials until they are incorporated in the *works*.

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

When compensation events arise, the default position is that the Bill of Quantities is not used to calculate the cost effect of the event. Defined Cost and the resulting Fee is used and Defined Cost includes all components of cost which the *Contractor* is likely to incur, including so called P & G items. Rates and lump sums from the Bill of Quantities, or from any other source, may be used instead of Defined Cost and the Fee only if the *Contractor* and *Project Manager* agree. If they are unable to agree, then Defined Cost plus Fee is used.

C2.1.4 Measurement and payment

C2.1.5 Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

[add or delete as required]

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
sum	Lump sum
t	tonne (1000kg)

Employer:		Contractor:	
Witness:		Witness:	



AGREEMENT AND CONTRACT DATA

C2.1.6 General assumptions

- Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- The Prices and rates stated for each item in the Bill of Quantities are treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.
- The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.
- The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Scope.

Employer:		Contractor:	
Witness:		Witness:	