

**TENDER COVER PAGE****MBD 1****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER****BID NUMBER: JW14432****CLOSING DATE: 27 NOVEMBER 2024****CLOSING TIME: 10:30 AM****DESCRIPTION: PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT****CIDB REQUIREMENTS: TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 3CE OR HIGHER**

BRIEFING SESSION	COMPULSORY
BRIEFING DETAILS	DATE AND TIME: 30 OCTOBER 2024 AT 11:00AM ADDRESS: ZANDFONTEIN NORTH DEPOT, 5 COMMERCE CRESCENT WEST, SANDOWN, SANDTON, 2031 VENUE: WORKSHOP TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY PRESENTATION BRIEFING SESSION WILL BE DISQUALIFIED <i>Notes:</i> <i>For offsite briefing attendees to ensure that transport used is capable to access the gravel road for site viewing.</i>
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	PMU	DEPARTMENT	SCM
CONTACT PERSON	Tshilidzi Tshikovhi	CONTACT PERSON	GCINA NDELA
TELEPHONE NUMBER	011 688 1686	TELEPHONE NUMBER	011 688 1796
E-MAIL ADDRESS	tshilidzi.tshikovhi@jwater.co.za	E-MAIL ADDRESS	gcina.ndela@jwater.co.za



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 NEW ENGINEERING AND CONSTRUCTION CONTRACT (NEC 4) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. TENDER DOCUMENTS RECEIVED AFTER THE CLOSING TIME AND DATE WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

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



TENDER COVER PAGE

DOCUMENTS DOWNLOADED FROM THE E-TENDER 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
(1X Original Tender document and 1X Electronic copy in memory stick/USB).

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

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

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

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER NOTICE AND INVITATION TO TENDER



1. TENDER NOTICE AND INVITATION TO TENDER

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

CONTRACT NO. JW14432: PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES AS AND WHEN REQUIRED 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 (<https://www.johannesburgwater.co.za/scm/supply-chain/tenders/>) starting from 23 October 2024

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 27 November 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 JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



Volume 1 Tender and Contract
Section T1 Tender and Contract

Johannesburg Water SOC Ltd



CONTRACT NO: JW14432

**PANEL OF CONTRACTORS FOR PROVISION
OF BASIC SANITATION SERVICES AS AND
WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT**

VOLUME 1

TENDER AND CONTRACT

Prepared by
Programme Management Unit
PO Box 61542
Marshalltown
2107

V2.0
August 2023



**PANEL OF CONTRACTORS FOR PROVISION OF BASIC
SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR
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**Volume 1 Tender and Contract
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The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury’s CSD registration as well as SARS tax compliance requirements for contract award – refer T2.2.4. 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. The tenderer must have a CIDB Active Status at the requested CIDB requirement at the 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 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 3CE or higher. Active Status at the required CIDB grading or higher at the time of Evaluation	•			
	Mandatory Tender Briefing Meeting	•			
	Complete and sign the Form of Offer	•			
3	Administrative Documentation:				
	T2.1 Signed Certificate of Authority to Sign	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	Central Supplier Database Registration	•			
	T2.2.4 MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
T2.2.4	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		

Employer:		Contractor:	
Witness:		Witness:	



**PANEL OF CONTRACTORS FOR PROVISION OF BASIC
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**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)
T2.2.4	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	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 are not older than 90 days or a valid lease agreement with an affidavit from owner of the 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 are not older than 90 days or valid lease agreement with an affidavit from owner of the 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	•	•		

Employer:		Contractor:	
Witness:		Witness:	



**PANEL OF CONTRACTORS FOR PROVISION OF BASIC
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**Volume 1 Tender and Contract
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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)
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 – (Contactable Reference Letters and Completion / Approval Certificates)	•			
	Documentary Evidence Required for Criteria 2 – (CV, Qualifications and Valid Registration)	•			
	Documentary Evidence Required for Criteria 3 – (CV, Qualifications and Valid registration)	•			
	Documentary Evidence Required for Criteria 4 – (CV, Qualifications and Valid Registration)	•			
5.	Specific Goals:				
	Businesses located within the boundaries of Gauteng Province	•			
	Business owned by 51% or more-Women	•			
	Business owned by 51% or more- Black Youth	•			
	Business owned by 51% or more - Black People who are military Veterans	•			
	Business owned by 51% or more-Black People with Disabilities	•			
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				
	Acknowledgment of SHE Specification & Annexures			•	
10.	Tender Drawings:				
	Acknowledgment 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			•	
	Performance Security – where applicable for			•	

Employer:		Contractor:	
Witness:		Witness:	



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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)
	industrial related services				
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable)			•	
	Bank Details Form			•	

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.

If the 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:	



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Johannesburg Water (SOC) Ltd



CONTRACT NO. JW14432

**PANEL OF CONTRACTORS FOR
PROVISION OF BASIC SANITATION
SERVICES AS AND WHEN REQUIRED
BASIS FOR 36 MONTHS UNDER A
FRAMEWORK CONTRACT**

VOLUME 1

TENDERING PROCEDURES



CONTRACT JW14432
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T1.1 TENDER DATA

T1.1.1 Conditions of Tender

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

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

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

T1.1.2 Tender Data

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

The additional Conditions of Tender are:

Clause number	Tender Data
C.1.1	The Employer is, Johannesburg Water (SOC) Limited
C.1.2	<p>The tender 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> C1.3 Forms of Securities</p> <p>Contract Part 2: Pricing Data</p> <p> C2.1 Pricing Instructions</p>
C.1.4	<p>The Employer's representative is:</p> <p> Contact Person: Faith Ramatsoele</p> <p> Telephone: 011 688 6545</p> <p> E-mail address: faith.ramatsoele@jwater.co.za</p> <p>The SCM representative is:</p> <p> Contact Person: Nthabiseng More</p> <p> Telephone: 011 688 1512</p> <p> E-mail address: nthabiseng.more@jwater.co.za</p>



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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 a 3CE 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 a 3CE 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> <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>



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Clause number	Tender Data
C.2.12.1	Replace Contents Alternative offers will not be permitted.
C.2.12.2	Failure to complete and sign the form of offer will result in the elimination of the tender.
C.2.13.3	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)
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are: Location of tender box: Ground Floor Entrance Physical address: Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001 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>
C.2.13.6 & C.3.5	A two-envelope procedure will not be followed.
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.16	The tender offer validity period is 240 days.
C.2.16.1	Add the following to the clause: <i>"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."</i>
C.2.23	The Tenderer is required to submit with his tender: 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. i. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality. ii. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.



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	<p>iii. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.</p> <p>iv. Statement must not be older than 90 days from the closing date of this tender.</p> <p>v. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Point (i) will be applicable.</p> <p>vi. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Point (i) will be applicable.</p> <p>Where a tenderer 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 vii) an employee of Parliament or a provincial legislature." <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.</p>



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Clause number	Tender Data
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>
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 Ntengi 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 JW14432, there will be no prices to be read out. However, prices will be read out at the opening of each work package arising from JW14432.</p>



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Clause number	Tender Data
C.3.9	<p>Replace Existing Clause</p> <p>Arithmetic Errors with respect to individual work packages</p> <p>Construction related tenders</p> <p>JW undertakes to check the highest scoring bid for arithmetical errors and correcting them as follows:</p> <p>JW shall check for arithmetic errors using the following sequence:</p> <ul style="list-style-type: none"> (i) Check the amount in words against the amount in figures on the <i>Form of Offer</i>, (ii) Check the Form of Offer against the Summary Schedule Total, (iii) Check the Section Sub-Totals per section against the Summary Total for summation errors, (iv) Check the Section Sub-Totals in the Summary Schedule against Section Sub-Totals in the Bill of Quantities. (v) Check the Section Sub-Totals against the Item Totals for summation errors. (vi) Check the Item Totals against the product of the Item Rate and the Quantity Provided. <p>If a bill of quantities or price schedule applies JW will request the bidder to correct the arithmetic errors as follows:</p> <ul style="list-style-type: none"> (i) In respect of the Form of Offer, where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. The bidder must be requested to adjust the amount in figures to correspond with the amount in words. <p>JW will notify the tenderer of all errors or omissions that are identified in the tender offer and either request the tenderer to confirm the offer as tendered or JW will accept the corrected total of prices. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> (i) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected. (ii) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be requested to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>Clarification session(s) shall be held with Tenderer where there is pricing discrepancies, errors are highlighted and identified corrections are explained.</p> <p>Tenderer is afforded an opportunity to provide clarification, accept or reject identified corrections in writing.</p> <ul style="list-style-type: none"> (i) In the event that the Tenderer accepts identified corrections, JW will proceed with evaluation. (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>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>



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Clause number	Tender Data																												
	<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 PART A	<p>Tenderer to complete, sign and return MBD6.1 with the tender submission. Tenderer to claim the points in the space provided and submit documentary evidence to support the points claimed for specific goals.</p> <table><tr><th>STAGE</th><th>DESCRIPTION</th></tr><tr><td>Stage 1</td><td>Mandatory Evaluation</td></tr><tr><td>Stage 2</td><td>Administrative Evaluation</td></tr><tr><td>Stage 3</td><td>Technical Evaluation</td></tr></table> <p><u>Stage 1: Mandatory Evaluation</u></p> <table><tr><th colspan="2">Description</th><th colspan="2">Complied</th></tr><tr><th>No</th><th>Description</th><th>Yes</th><th>No</th></tr><tr><td>1</td><td>CIBD grading 3CE or higher Active Status at the required CIBD 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></table> <p>Tenderers who FAIL to meet the mandatory criteria or requirements of tender will be disqualified.</p>	STAGE	DESCRIPTION	Stage 1	Mandatory Evaluation	Stage 2	Administrative Evaluation	Stage 3	Technical Evaluation	Description		Complied		No	Description	Yes	No	1	CIBD grading 3CE or higher Active Status at the required CIBD grading or higher at the time of Evaluation			2	Mandatory Tender Briefing Meeting			3	Completed and signed the Form of Offer		
STAGE	DESCRIPTION																												
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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 the complete and signed MBD 1 Form		
	CSD	Central Supplier Database Registration	Provide proof of CSD registration		
	MBD 4	Declaration of interest	Complete and submit the signed MBD 4 Form		
	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and submit the signed MBD 6.1 Form		



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Clause number	Tender Data				
	Description			Complied	
	Reference	Description	Requirement	Yes	No
	MBD 8	Declaration of bidder's past supply chain management practices	Complete and submit the signed MBD 8 Form		
	MBD 9	Certificate of Independent Bid Determination	Complete and submit the signed MBD 9 Form		
	Annexure – Proof of Specific Goals	Valid BBBEE Certificate issued by a SANAS accredited verification agency 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 Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable	Submit applicable documentation with the tender submission		
	Description			Complied	



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Clause number	Tender Data				
	Reference	Description	Reference	Yes	No
	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 the Company (not older than three (03) months from the closing date of tender or a valid lease agreement at the 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 the time of tender closure)	Submit applicable documentation with the tender submission		
	Annexure	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable	Submit applicable documentation with the tender submission		



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Clause number	<u>Tender Data</u>
	<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> <p><u>Stage 3: Technical Evaluation</u></p>



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Clause number	Tender Data						
C.3.11 (PART B)	CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	1	Tenderers Experience with Respect to Sewer Pipe Laying Projects of Diameter 100mm or more and VIP Toilets Installation project.	Supporting Documents Required include Contactable Reference Letters as per T2.1.7 a & b (Or on Client Letterhead with all <i>functional criteria requirements</i>) 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 all functional requirements. A separate form must be completed for each reference as a requirement in the evaluation criteria. The information provided will be</i>	NUMBER OF COMPLETED SEWER PIPE LAYING PROJECTS WITH A MINIMUM DIAMETER OF 100MM AND MINIMUM OF 1 VENTILATED PIT LATRINE (VIP) TOILETS INSTALLATION PROJECT.	0 Completed Projects / only Completed 1 of the required 2 projects.	35	0
					1 Completed Sewer Pipe Laying Project & minimum of 1 VIP Toilets Installation project.		17.5
					2 Completed Sewer Pipe Laying Projects & minimum of 1 VIP Toilets Installation project.		26.25
					3 or more Completed Sewer Pipe Laying Projects & 2 or more VIP Toilets Installation project.		35



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Clause number	Tender Data					
			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.			
	NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE
	2	Post Qualification Experience of Contract Manager Only a Contract Manager with minimum qualification of BTech/Bsc/BEng: Engineering (Civil) or Project Management or Quantity Survey or	Tender must Provide CV of Contract Manager in the format given on T2.1.9 Note: Tenderers may provide their own CVs but information provided should contain all information in T2.1.9 Note: Certified Copies of qualifications and a valid registration certificate to accompany the CVs. The information provided will be		0 Completed Projects	0
				NUMBER OF COMPLETED CIVIL ENGINEERING PROJECTS AS CONTRACT MANAGER.	1 - 2 Completed Civil Engineering Projects	10
					3 – 4 Completed Civil Engineering Projects	15



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Clause number	Tender Data												
	<table border="1"> <tr> <td data-bbox="349 437 506 1174"></td><td data-bbox="506 437 788 1174"> <p>Construction Management</p> <p>AND</p> <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.</p> </td><td data-bbox="788 437 1182 1174"> <p><i>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> </td><td data-bbox="1182 437 1408 1174"></td><td data-bbox="1408 437 1722 1174"> <p>More than 4 Completed Civil Engineering Projects</p> </td><td data-bbox="1722 437 1865 1174"> <p>20</p> </td><td data-bbox="1865 437 2042 1174"> <p>20</p> </td></tr> </table>							<p>Construction Management</p> <p>AND</p> <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.</p>	<p><i>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>More than 4 Completed Civil Engineering Projects</p>	<p>20</p>	<p>20</p>
	<p>Construction Management</p> <p>AND</p> <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.</p>	<p><i>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>More than 4 Completed Civil Engineering Projects</p>	<p>20</p>	<p>20</p>							



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Clause number	Tender Data						
	NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE
	3	Post Qualification Experience of Construction Manager Only a Construction Manager with qualifications of National Diploma in Civil Engineering or more	Tender must Provide CV of Construction 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: Certified Copies 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 COMPLETED SEWER PIPE LAYING PROJECTS WITH A MINIMUM DIAMETER OF 100MM AND MINIMUM OF 1 VENTILATED PIT LATRINE (VIP) TOILETS INSTALLATION PROJECT AS CONSTRUCTION MANAGER.	0 Completed Projects.	25	0
					1 - 2 Completed Sewer Pipe Laying Projects and minimum of 1 VIP Toilets Installation project.		12.5
					3 Completed Sewer Pipe Laying Projects and minimum of 1 VIP Toilets Installation project.		18.75
					More than 3 Completed Sewer Pipe Laying Projects and minimum of 2 VIP Toilets Installation project.		25



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Clause number	Tender Data							
	NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE		MAX SCORE	SCORE	
	4	Post Qualification Experience of Safety Officer Only a Safety Officer 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 AND	Tender must Provide CV of Safety Officer in the format given on T2.1.9 All Civil Related projects will be considered. <i>Note: Certified Copies 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 ENGINEERING PROJECTS COMPLETED AS SAFETY OFFICER		20	0 Completed Projects	0
1 - 2 Completed Projects							10	
3 - 4 Completed Projects							15	
More than 4 Completed Projects							20	



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Clause number	Tender Data																							
	<table><tr><td></td><td><p>Registered with SACPCMP in the “Construction Health and Safety” Sector OR Submitted the proof to register with SACPCMP in the “Construction Health and Safety” Sector will obtain a score for experience of a Safety Officer.</p><p>However, the time of registration of Safety Officer will not impact post qualification number of projects.</p></td><td></td><td></td><td></td><td></td></tr></table>							<p>Registered with SACPCMP in the “Construction Health and Safety” Sector OR Submitted the proof to register with SACPCMP in the “Construction Health and Safety” Sector will obtain a score for experience of a Safety Officer.</p> <p>However, the time of registration of Safety Officer will not impact post qualification number of projects.</p>																
	<p>Registered with SACPCMP in the “Construction Health and Safety” Sector OR Submitted the proof to register with SACPCMP in the “Construction Health and Safety” Sector will obtain a score for experience of a Safety Officer.</p> <p>However, the time of registration of Safety Officer will not impact post qualification number of projects.</p>																							
<table><tr><th>NO #</th><th>CRITERIA</th><th>EVIDENCE</th><th>SUB-CRITERIA/CLAUSE</th><th>MAX SCORE</th><th>SCORE</th></tr><tr><td colspan="5">Minimum Acceptable Score</td><td>75</td></tr><tr><td colspan="5">Maximum Possible Score</td><td>100</td></tr></table>							NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE	Minimum Acceptable Score					75	Maximum Possible Score					100
NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	MAX SCORE	SCORE																			
Minimum Acceptable Score					75																			
Maximum Possible Score					100																			
Tenderers who FAIL to meet the technical criteria or requirements of tender will be disqualified. Only certified copies of the information originally submitted will be accepted.																								



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Clause number	Tender Data
	<p>WORK ALLOCATION STRATEGY POST AWARD</p> <p>All bidders who satisfy the Mandatory Requirements (Stage 1), Administrative Requirements (Stage 2), and attain the minimum technical score as prescribed, will be appointed 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">Request for Pricing and Resource Availability will only be sent to Contractors appointed under Panel of Contractors for Provision of Basic Sanitation Services on an As and When Basis for 36 Months under a Framework ContractBills 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 evaluationMandatory Briefing SessionBill of Quantities of the specific work packageProject SpecificationsProject DrawingsOccupational Health and Safety and Environmental SpecificationsPricing Instructions as tenderedBill of Quantities Validity is 90 days from the closing date of submission of Bill of QuantitiesPanellists will be given Fourteen (14) days after the Briefing Session to submit Bills of QuantitiesPanellists will be required to submit with their bills of quantities the following documentation:<ul style="list-style-type: none">Central Supplier Database (CSD) ReportCIPC Documents (to verify Specific Goals point allocation)Printout of CIDB certificate or CRS numberDocumentation required to confirm points claimed for Specific Goals specified in MBD6.1 (to verify Specific Goals point allocation)Signed and Completed MBD 4 and MBD 8 formsSigned and Completed MBD 5 formMunicipal Rates and Taxes not owing more than 90 Days for Directors and Entity; also required for Specific GoalsThree-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.Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required)



Clause number	Tender Data														
	<p style="text-align: center;">OR</p> <p>Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required), if available to claim Specific Goal points for Military Veterans</p> <ul style="list-style-type: none"> • Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability (To be validated in conjunction with Valid BBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath, if available to claim Specific Goal points for Disability • CVs and Qualifications for key resources to be used for Resource Availability. <p>v. Based on CVs and Qualifications submitted, Technical Evaluation will be conducted and Bidders/Panellists who FAIL to meet the technical criteria / requirements will not be evaluated further.</p> <p>vi. Bidders/Panellists who meet technical criteria / requirements will then be ranked from lowest to highest based on total of price and specific goal points.</p> <p>vii. Bidders will be evaluated based on the maximum threshold of their CIDB grading. Bidders who price above their designated CIDB grading will not be considered for the respective work package.</p> <p>viii. 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>No Work Package under this panel is expected to exceed R50,000,000,00.</p> <p>Specific Goals will be allocated as follows:</p> <table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> <tr> <td>Businesses located within the boundaries of Gauteng Province</td><td>6</td></tr> <tr> <td>Business owned by 51% or more-Women</td><td>4</td></tr> <tr> <td>Business owned by 51% or more-Black Youth</td><td>6</td></tr> <tr> <td>Business owned by 51% or more - Black People who are military Veterans</td><td>2</td></tr> <tr> <td>Business owned by 51% or more-Black People with Disabilities</td><td>2</td></tr> <tr> <td>Total</td><td>20</td></tr> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Businesses located within the boundaries of Gauteng Province	6	Business owned by 51% or more-Women	4	Business owned by 51% or more-Black Youth	6	Business owned by 51% or more - Black People who are military Veterans	2	Business owned by 51% or more-Black People with Disabilities	2	Total	20
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	<ul style="list-style-type: none"> ix. The points for price and points for specific goals will be added together and ranked from highest to lowest. x. 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 get. xi. 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; <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. xii. 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. xiii. 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 xiv. Upon completion of the evaluation process, BEC compiled this report with a recommendation to the BAC for consideration. xv. If a Panellist declines any Work Package at appointment, they shall not be allocated any subsequent work. xvi. If the Panellist is terminated due to poor performance, they will not be allocated any subsequent work. xvii. All allocations will be concluded by the Accounting Officer for Work Packages above R1 Million.
	<p>PREDETERMINED OBJECTIVE CRITERIA</p> <p><u>Resource Availability</u></p> <p>Resources will be assessed in terms of the Contract Manager, Construction Manager 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> <p><u>Resource Utilization</u></p>



Clause number	Tender Data								
	<p>The Employer will access the utilisation of proposed key personnel for on-going and proposed Work Allocations as follows:</p> <table> <tr> <th>Resource</th><th>Maximum Utilization</th></tr> <tr> <td>Contracts Manager</td><td>Maximum of three (3) projects per Resource</td></tr> <tr> <td>Construction Manager</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> </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	Construction Manager	Maximum of one (1) project per Resource	Safety Officer	Maximum of one (1) project per Resource
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C.3.11.2 & C.3.11.3	<p>The procedure for the evaluation of responsive tenders is Method 2 (Financial Offer and Specific Goals):</p> <p>1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM</p> <p><u>The following preference point systems are applicable to all bids:</u></p> <ul style="list-style-type: none"> - The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and 								



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	<ul style="list-style-type: none"> - 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. - 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 not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p> <p>(b) Preference points for this bid shall be awarded for:</p> <p style="padding-left: 40px;">Price; and</p> <p style="padding-left: 40px;">Specific Goals.</p> <p>(c) The maximum points for this bid are allocated as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>DESCRIPTION</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>PRICE</td><td>80</td></tr> <tr> <td>SPECIFIC GOALS</td><td>20</td></tr> <tr> <td>Total points for Price and Specific Goals must not exceed</td><td>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> <p style="padding-left: 40px;">I. Ownership by black people</p>	DESCRIPTION	POINTS	PRICE	80	SPECIFIC GOALS	20	Total points for Price and Specific Goals must not exceed	100
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	<p>II. Black Designated Group:</p> <ul style="list-style-type: none">Ownership by black people that are unemployedOwnership by black people who are youthOwnership by black people living in rural or underdeveloped areas or townshipsOwnership by black people with disabilitiesOwnership by black people who are military veteransCooperative owned by black people <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 Africa.</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 on previously disadvantaged individuals and black youth.</p> <p>Locality:</p> <p>I. Promotion of procurement from local businesses in the geographical areas that JW operates in. This is also directed at creating employment in the areas JW operates in. The BSC may allocate points as follows:</p> <ul style="list-style-type: none">Promotion of enterprises located in the Gauteng ProvincePromotion of enterprises located in a specific region within COJ (the 7 regions. A to G)Promotion of enterprises located in the City of Johannesburg municipalityPromotion of enterprises located in rural or underdeveloped areas or townships. <p>Qualifying Small Enterprises (QSE)</p> <p>I. Promotion of procurement from QSE's that are black owned.</p> <p>Exempted Micro Enterprises (EME):</p> <p>I. Promotion of procurement from EME's that are black own.</p>



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	<p>SUB-CONTRACTING:</p> <p>Promotion of sub-contracting a Historically Disadvantaged Individuals (HDI) company.</p> <p>Consider sub-contract only in cases where there are no company which can meet any of the specific goals. Check if the portion of the work cannot be subcontracted in terms of specific goals.</p> <p>One goal may be chosen, or a combination of goals may be decided upon including a sub-goal i.e., owned by black people that are disabled etc.</p> <p>JOINT VENTURE, CONSORTIUM OR EQUIVALENT:</p> <p>For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.</p> <p>To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.6 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.</p> <p>Documentation to be provided:</p> <ul style="list-style-type: none"> JV, Consortium, or equivalent agreement Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid <p>Table 1:</p> <table> <tr> <th>The specific goals allocated points in terms of this tender</th><th>Number of points allocated (80/20 system)</th></tr> <tr> <td>Businesses located within the boundaries of Gauteng Province</td><td>6</td></tr> <tr> <td>Business owned by 51% or more-Women</td><td>4</td></tr> <tr> <td>Business owned by 51% or more- Black Youth</td><td>6</td></tr> <tr> <td>Business owned by 51% or more - Black People who are military Veterans</td><td>2</td></tr> </table>	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Businesses located within the boundaries of Gauteng Province	6	Business owned by 51% or more-Women	4	Business owned by 51% or more- Black Youth	6	Business owned by 51% or more - Black People who are military Veterans	2
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	<p>Note: The joint venture, consortium, or equivalent agreement in order for JW to determine the proportional points for specific goals.</p> <p>Example, If there are two parties in a Joint Venture with a 50:50 ownership of the Joint Venture and one party is located within the boundaries of Gauteng and one is located in North West, if one of the goals is locality and has total points of 4, the JV will only be entitled the proportional points of 2.</p> <p>The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:</p> <table><tr><th>Affidavit Prescribed Formats</th><th>Category</th><th>Financial Threshold</th></tr><tr><td colspan="3">Generic Enterprises</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Sector Specific Enterprises</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Construction Sector Code</td></tr><tr><td></td><td>EME Contractor</td><td>Less than R3m</td></tr><tr><td></td><td>BO EME BEP</td><td>Less than R1.8m</td></tr><tr><td colspan="3">Financial Sector Code</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Information Communication Technology Sector Code (ICT)</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr><tr><td colspan="3">Marketing, Advertising & Communication Sector Code (MAC)</td></tr><tr><td>> Public Relations</td><td>BO QSE</td><td>Between R5m and R10m</td></tr><tr><td>> Marketing, Advertising & Communications</td><td>BO EME</td><td>Less than R5m</td></tr><tr><td colspan="3">Property Sector Code</td></tr><tr><td rowspan="2">> Service-based</td><td>BO QSE</td><td>Between R5m and R10m</td></tr><tr><td>EME</td><td>Less than R5m</td></tr><tr><td>> Agency-based</td><td>BO QSE</td><td>Between R2.5m and R35m</td></tr><tr><td rowspan="2">> Asset-based</td><td>EME</td><td>Less than R2.5m</td></tr><tr><td>BO QSE</td><td>Between R80m and R400m</td></tr><tr><td colspan="3">Tourism Sector Code</td></tr><tr><td></td><td>BO QSE</td><td>Between R5m and R45m</td></tr><tr><td></td><td>BO EME</td><td>Less than R5m</td></tr><tr><td colspan="3">Specialised Enterprises</td></tr><tr><td></td><td>BO QSE</td><td>Between R10m and R50m</td></tr><tr><td></td><td>BO EME</td><td>Less than R10m</td></tr></table> <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>	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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	BO EME	Less than R10m																																																																																										



Clause number	Tender Data
	<p>a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE accredited by SANAS), or a valid Sworn Affidavit issued by the CIPC or in a similar format complying with commissioner of oath Act.</p> <p>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.</p> <p>c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit will score zero points for specific goals.</p> <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> <p>(i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).</p> <p>(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.</p> <p>(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.</p> <p>(iv) Copy of certified copies will not be accepted.</p> <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> <p>(a) The bidder obtaining the highest number of total points will be awarded the contract</p> <p>(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</p> <p>(c) Points scored must be rounded off to the nearest 2 decimal places</p> <p>(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</p> <p>(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</p>



Clause number	Tender Data
	<p>functionality</p> <p>(f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.</p> <p>3. POINTS AWARDED FOR PRICE</p> <p>THE 80/20 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 points is allocated for price on the following basis:</p> <p style="text-align: center;">80/20</p> $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>Ps = Points scored for comparative price of bid under consideration</p> <p>Pt = Comparative price of bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p>
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> <ul style="list-style-type: none"> a) the tenderer submits a valid SARS tax Compliance status Pin for tenders issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations b) Proof of CSD registration 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: <ul style="list-style-type: none"> i) abused the Employer’s Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact the tenderer’s ability to perform the contract



CONTRACT JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT

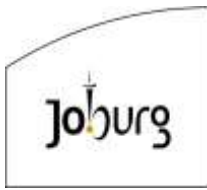


Volume 1 Tender and Contract

Section T1 Tender and Contract

Clause number	Tender Data
	<p>in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract</p> <p>h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer</p> <p>i) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and</p> <p>j) the tenderer:</p> <p>i) has sufficiently substantiated his experience in this type of work</p> <p>ii) has the required and experienced key personnel</p>
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 JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

Johannesburg Water SOC Ltd



**PANEL OF CONTRACTORS FOR PROVISION OF BASIC
SANITATION SERVICES AS AND WHEN REQUIRED BASIS
FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**

VOLUME 1

**RETURNABLE DOCUMENTS
AND
SCHEDULES**

Employer:		Contractor:	
Witness:		Witness:	

RD.1



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.31
T2.1.8 Schedule of key personnel	RD.33
T2.1.9 Curriculum vitae of key personnel	RD.35

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.38
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxxx number	RD.39

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
3. Other documents that will be incorporated into the contract	
T2.3.1 JW 6.4 Returnable Annexure A – SHE Acknowledgment Form	RD.41
T2.3.2 Minutes of the Mandatory Tender Briefing Meeting	RD.42

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

<u>Document</u>	<u>Page</u>
1. Returnable Schedules required only for tender evaluation purposes	
T2.1.1 Record of addenda to tender documents	RD.5
T2.1.2 Certificate of authority	RD.6
T2.1.3 Compulsory Enterprise Questionnaire	RD.11
T2.1.4 Preferential Procurement	RD.13
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.31
T2.1.8 Schedule of key personnel	RD.33
T2.1.9 Curriculum vitae of key personnel	RD.35

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

T2.1.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
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. JW14432 and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



RETURABLE 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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



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 SIGNATORY	AUTHORISED
Lead partner		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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



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 xxxxxxxxx number.

SARS Tax Compliance status Pin number

Section 6: Record in the service of the state

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

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

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

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

*insert separate page if necessary

Employer:		Contractor:	
Witness:		Witness:	



PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



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:

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

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

*insert separate page if necessary

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

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

Signed _____

Date _____

Name _____

Position _____

Enterprise name _____

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE 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

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 80/20 preference point system.

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

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

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	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:	



RETURABLE DOCUMENTS

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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 points is allocated for price on the following basis:

80/20

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

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:	



RETURNABLE 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:

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 claimed (80/20 system) (To be completed by the tenderer)
Businesses located within the boundaries of Gauteng Province	6	
Business owned by 51% or more-Women	4	
Business owned by 51% or more- Black Youth	6	
Business owned by 51% or more - Black People who are military Veterans	2	
Business owned by 51% or more-Black People with Disabilities	2	
Total	20	

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE 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:	



RETURNABLE DOCUMENTS

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

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

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 least 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:	



RETURNABLE 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/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number.....

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



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 JW14432

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UNDER A FRAMEWORK CONTRACT



RETURNABLE 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:	

**RETURNABLE 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;

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.

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

T2.1.7 A. CONTACTABLE REFERENCE TEMPLATE (SEWER PIPE LAYING PROJECT)

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. **JW14432** for **PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**

Name of Tenderer:

Name Project	
Sewer Pipe Laying scope	
Pipe Diameters	

Name of Client Company

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

.....

Name of authorized person/Referee completing this Letter.....

Signature of authorized person/Referee:Date

Telephone/Mobile of authorized person/Referee:

Email address of authorized person/Referee:

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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



RETURNABLE DOCUMENTS

T2.1.7 B. CONTACTABLE REFERENCE TEMPLATE (VIP PROJECT)

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. JW14432 for **PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**

Name of Tenderer:

Name Project	
VIP Toilet Installation Scope	

Name of Client Company

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

.....

Name of authorized person/Referee Completing this Letter.....

Signature of authorized person/Referee:Date

Telephone/Mobile of authorized person/Referee:

Email address of authorized person/Referee:

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:

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT



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, Construction Manager, etc.)	
Description of Scope and Duties	

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

Project Name and Client	
Project Dates and Value	
Project position (e.g. Contract Manager, Construction 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:	



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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.38
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA xxxxxxxxxxxx number	RD.39

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:	



Contract JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
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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:	



RETURNABLE DOCUMENTS

T2.3 LIST OF RETURNABLE SCHEDULES

Document

Page

3. Other documents that will be incorporated into the contract

T2.3.1	JW 6.4 Returnable Annexure A – SHE Acknowledgment Form	RD.41
T2.3.2	Minutes of the Mandatory Tender Briefing Meeting	RD.42

Employer:		Contractor:	
Witness:		Witness:	



RETURNABLE DOCUMENTS

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

DECLARATION BY CONTRACTOR

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

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

We furthermore commit to:

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

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

Name of tenderer	
Name of Authorized person	
Authorized Signature*	

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

Employer:		Contractor:	
Witness:		Witness:	



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RETURNABLE DOCUMENTS

T2.3.2 Minutes of the Mandatory Tender Briefing Meeting

Minutes of the Mandatory Tender Briefing Meeting

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
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Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

Johannesburg Water (SOC) Ltd



CONTRACT JW14432

**PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT**

VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
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Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

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Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
**PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT**



**Volume 1 Tender and Contract
Section C1 Agreement and Contract Data**

C1.1 FORM OF OFFER (ACCEPTANCE & AGREEMENT)

C1.1.1 Form of Offer

The Contractor is to complete and sign the Form of Offer.

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

JW14432 : PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT.

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 Tenderer 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.

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

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
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Volume 1 Tender and Contract
Section C1 Agreement and Contract Data

C1.1.2 Form of Acceptance

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

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

The terms of the contract are contained in Volume 1:

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

and drawings, pricing schedules (Bill of Quantities) and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above, including any such information that may be issued and received for specific work packages.

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

The Contractor shall within twenty-eight **(28) days** after receiving each work package, including the Schedule of Deviations (if any), contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of all documentation outlined in Clause 5.3.1 of the Contract Date. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Name(s)		
Capacity		
For the Employer	Johannesburg Water SOC (Ltd), Turbine Hall, 65 Ntemi Piliso Street, Newtown.	
	(Name and address of organisation)	
Name and signature of witness		
	(Name)	(Signature)
Date		

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
**PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
 SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
 UNDER A FRAMEWORK CONTRACT**



**Volume 1 Tender and Contract
 Section C1 Agreement and Contract Data**

C1.1.3 Schedule of Deviations

Notes:

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

1	Subject	
	Details	
2	Subject	
	Details	
3	Subject	
	Details	
4	Subject	
	Details	
5	Subject	
	Details	
6	Subject	
	Details	
7	Subject	
	Details	

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

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Witness:		Witness:	



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

For the Contractor:

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

For the Employer:

Name(s)

Capacity

For the Employer

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

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
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C1.2 CONTRACT DATA

C1.2.1 Part 1: Data Provided by the Employer

CONDITIONS OF CONTRACT

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

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

C1.2.1.1 Contract Specific Data

The following contract specific data are applicable to this Contract:

GCC Clause	Information
1.1.1.13	The Defects Liability Period is 52 weeks from the date of the Certificate of Completion for each work package.
1.1.1.14	The Work package will be allocated within the three (3) year period with the completion date of each Work Package to be stated in the appointment letter.
1.1.1.15	The name of the Employer is Johannesburg Water (SOC) Limited Contact person is Mr William Chitsa of Johannesburg Water (SOC) Limited.
1.1.1.16	The name of the Employer's Agent is Johannesburg Water – Engineering Services Unit (Contact person to be specified on each Work package's appointment letter).
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: <div style="display: flex; justify-content: space-between;"> <div>Physical Turbine Hall 65 Ntemi Piliso Street Newtown</div> <div>Postal P.O. Box 61542 Marshalltown 2107</div> <div>Tel: 011 688 1603 Fax: 011 688 1521 Email: william.chitsa@jwater.co.za</div> </div>
1.2.1.2	The address of the Employer's Agent is: <div style="display: flex; justify-content: space-between;"> <div>Physical Turbine Hall 65 Ntemi Piliso Street Newtown</div> <div>Postal P.O.Box 61542 Marshalltown 2107</div> <div>Tel: TBA Email: TBA</div> </div> <p>The Telephone and Email details of the Employer's Agent to be specified on each Work package's appointment letter.</p>
3.2.3	Specific Approval – The Employer's Agent is required to obtain the Employer's approval for the following: <ul style="list-style-type: none"> • Approval of Variation Orders • The use of contingencies • Approval to exceed the Contract Sum • Approval of Subcontracting Plan and work package breakdown

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GCC Clause	Information
	<ul style="list-style-type: none"> • Stoppage/ suspension of works
4.4.2	<p>Add the following after this clause:</p> <p>Apart from subcontractors identified by the Contractor for the execution of certain sections of the Works, subcontractors shall also include SMME's (Small Medium and Micro Enterprises), who are identified from the Local Community for the execution of certain sections of the Works identified by the Employer or Employer and Contractor.</p> <p>The appointment of subcontractors and the allocation of work to subcontractors shall, in addition to the provisions of the General Conditions of Contract, comply with, but not be limited to, the provisions of C1.2.1.2.14 (see below).</p> <p>A minimum value of a percentage % (<i>calculated as per table C1.2.1.2.14A</i>) of the Contract Price shall be subcontracted to SMME's. Where the identified items for subcontracting do not form a percentage % (<i>calculated as per table C1.2.1.2.14A</i>) of the Contract Price, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage.</p>
4.10.1	<p>Delete Clause 4.10.1 and replace with the following:</p> <p>The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all employees (excluding local labourers) and for their payment, housing, feeding and transport (provided that any use of any part of the Site for said purposes shall be subject to the prior approval of the Employer's Agent) and the Contractor indemnifies the Employer against any liability arising out of the Contractor's said arrangements, whether such arrangements involve the use of the Site or not.</p> <p>The Contractor shall employ a minimum of 7 general labourers from Local Communities (otherwise known as Local Labour), in accordance with the Tender Data, Scope of Work, Site Information, and Specifications.</p> <p>All Local Labour shall be recruited through the Community Liaison Officer (CLO) and/or Labour Desk Officer (LDO). The Contractor remains fully responsible for all Local Labour that are employed for the execution of the Works, as if they were the Contractor's own labour.</p>
4.11.1	<p>Add the following to this clause:</p> <p>Competent Employees shall include, amongst others, the following Key Personnel:</p> <ul style="list-style-type: none"> • Contracts Manager • Construction Manager (Site Agent according to GCC 2010) • Safety Officer

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GCC Clause	Information
	The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in C1.2.1.2.15 (see below).
5.3.1	<p>The documentation required before commencement with Works execution for each Work package are:</p> <ul style="list-style-type: none"> • Approved Health and Safety File (Clause 4.3) • Approval of the Environmental File (Clause 4.3) • Initial programme & cashflow projections (Clause 5.6) • Guarantee from Bank or Insurance Company (Clause 6.2) • Insurance of the Works, Plant, etc. (Clause 8.6), including but not limited to: <ul style="list-style-type: none"> ○ SASRIA Policy ○ Liability Insurance ○ Insurance of Construction Machinery and Plant ○ Insurance of Motor Vehicle Liability, etc. • Compliance Certificate in respect of COID • Signed Notification to the Department of Labour • Construction Permit (where applicable) • Organogram of resources • Subcontract plan/ proposal which includes a priced BoQ and a number of Subcontractors that meets requirements as per conditions of C1.2.1.2.14.
5.3.2	The time to submit the documentation required for each Work package before Commencement of the Works is 28 days.
5.3.3	<p>Time to instruct commencement of the Works.</p> <p>Delete Clause 5.3.3 and replace with the following:</p> <p>The Contractor shall commence with carrying out the Works for each Work package upon written instruction from the Employer's Agent to commence with the Works.</p>
5.8.1	Working days shall be Monday to Friday, between 07h00 and 17h00.
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are all Public Holidays in terms of the Public Holidays Act (as amended), and the annual "Builder's Break" as defined by SAFCEC on an annual basis.</p>
5.11.1.2	Notwithstanding any other provision of this Contract, the Contractor agrees that there shall be no suspension of the Works due to non-payment by the Employer. The Contractor shall continue to perform the Works as scheduled, regardless of any delays or failures by the Employer to make payments when due.
5.13.1	<p>The penalty for failing to complete the Works is the greater of:</p> <p>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 R6,000.00 per day, whichever is greater.</p>
5.14.1	<p>The requirements for achieving Practical Completion are:</p> <ul style="list-style-type: none"> • Construction, testing & commissioning of all pipework. • Installation, testing & commissioning of all valves, if any. • Construction, testing & commissioning of all ablution blocks. • Construction, testing & commissioning of all VIP's Toilets

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GCC Clause	Information
	<ul style="list-style-type: none"> • Installation, testing & commissioning of all Pour Flush Toilets. • Reinstatements of man-made surfaces, including road surfaces. • Environmental rehabilitation of site.
5.16.3	The latent defects period is 10 years.
6.2.1	The time to deliver the Form of Guarantee is within 28 days from the Commencement Date.
6.8.2	<p>The Contract Price Adjustment is applicable for this contract.</p> <p>The contract rates shall be fixed for the first 12 months and thereafter the rates will be adjusted by the change in CPA (as published by Statistics SA and will be fixed for the next 12 months)</p> <p>The following formula will be applicable.</p> $(1-x) \left[\frac{aLt}{Lo} + \frac{bPt}{Po} + \frac{cMt}{Mo} + \frac{dFt}{Fo} - 1 \right]$ <p>In which the symbols have the following meaning as per GCC 2015:</p> <p>"x" is the proportion of "Ac" which is not subject to adjustment. "a", "b", "c" and "d" are the coefficients contained in the Contract Data, which are deemed, irrespective of the actual constituents of the work, to represent the proportionate value of labour, contractors' equipment, material (other than "special materials" specified in the Contract Data) and fuel respectively.</p> <p>"L" is the "Labour Index" "P" is the "Plant Index" "M" is the "Materials Index"</p> <p>"F" is the "Fuel Index" The suffix "o" denotes the base indices applicable to the base month as stated in the Contract Data. The suffix "t" denotes the current indices applicable to the month in which the last day of the period falls to which the relevant monthly statement relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The value of the payment certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule, with the following values:</p> <p>The value of "x" is 0,10</p> <p>The values of the coefficients are: a = 0,32 Labour</p>

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GCC Clause	Information
	<p>b = 0,25 Contractor's equipment c = 0,33 Material d = 0,10 Fuel</p> <p>The province where the Site is located is Gauteng and the urban area where the project is implemented is Johannesburg.</p> <p>The Consumer Price Indices for Labour (L), Plant (P), Material (M) and Fuel (F) are as published by Statistics South Africa for the applicable time.</p> <p>The base month is one month before the tender closing date.</p>
6.8.3	Price adjustments for variations in the costs of special materials are NOT allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
6.10.3	The maximum percentage retention on the amounts due to the Contractor is 10% of the Contract Sum.
6.10.3	The limit of retention money is 10% of the contract price.
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificates Delete Clause 6.10.4 and replace with the following:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> • The Contractor providing a payment certificate with all required supporting documents to the Employer's Agent on dates to be communicated to the Contractor upon award. • The payment certificate being submitted with an original tax invoice. • A statement being submitted on the last day of the month. <p>Payment will be made within 30 days of receipt of the Contractor's statement.</p> <p>Payment shall be subject to the Contractor submitting an Original Tax Invoice compliant with SARS requirements for a Valid Tax Invoice to the Employer for the amount due. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2.</p>
6.10.5	<p>Payment of Retention Money Add to Clause 6.10.5 the following:</p> <p>Payment will be subject to Johannesburg Water processes as outlined in clause 6.10.4 as amended.</p>
6.10.6.2	Delete Clause 6.10.6.2
6.11	Delete Clause 6.11
7.8.2	<p>Cost of making good of defects Amend Clause 7.8.2.1 as follows:</p> <p>In the first line, correct the spelling of 'therefore'.</p>

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GCC Clause	Information
8.4.1.1	Add to the end of Clause 8.4.1.1 the following text: “hereby indemnifies the Employer against any liability in respect of damage or physical loss of property of any person or injury or death of any person due to non-compliance with the Occupational Health and Safety Act (Act 85 of 1993).
8.6.1.1.2	The value of plant and materials supplied by the Employer for each Work package to be included in the insurance sum is R0.
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is an amount equal to 15% of the Contract Price.
8.6.1.3	The limit of indemnity for liability insurance is R20,000,000 (Twenty million Rand) for any single claim – the number of claims to be unlimited during the Construction and Defects Liability Periods
8.6.1.5	<p>In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:</p> <ol style="list-style-type: none"> The Contractor shall insure all Construction Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be on the Site to the full value thereof. In respect of Machinery and Plant brought on to the Site by or on behalf of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause if it has ensured that such Sub-Contractors have similarly insured such Plant and Machinery. Such insurance shall be affected with an Insurer and in terms approved by the Employer (which approval shall not be unreasonably withheld) and the Contractor shall, when required, submit to the Employer’s Insurance Brokers, via the Employer’s Agent, the policy or policies of insurance and receipts for payment of the current premiums. The Contractor and the Sub-contractors shall affect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COID), 1993 (Act No. 130 of 1993) The Contractor and the Sub-Contractors shall affect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for “balance of third party” risks, including passenger liability with a limit of indemnity of not less than R2,5 million. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor’s Policies of Insurance.

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GCC Clause	Information
	Any other Insurance cover that may be deemed necessary by the Contractor to ensure full and successful completion of the Works.
9.1.5.6	Add the following clause within 9.1.5 clause: No loss of profit shall be paid by the Employer as a result of Contract Termination due to any circumstances.
10.4.2	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of ad-hoc Adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is two (2).
10.7.1	The determination of disputes shall be by arbitration.

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C1.2.1.2 Additions

The additional Conditions of Contract are:

C1.2.1.2.1 Penalties

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

a) Fail to report

- The Employer shall levy a penalty on Contractor, should the latter fail to provide reporting as required in C1.2.1.2.6, C1.2.1.2.14 and the specification highlighted in the Scope of Work, with regard to content and frequency, whilst as per the Pricing Data section no payment for work completed shall be processed.
- The penalty value shall be R5,000.00 per report per occasion; and
- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:
 - i. perform the Works internally or through another Contractor; and
 - ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
 - iii. terminate the Contract.

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

b) Fail to pay any labourer or SMME.

- The Employer shall levy a penalty on the Contractor, should the latter fail to provide payment to any labourer or SMME as required in the specification highlighted in the Scope of Work and specified in the appointment agreements with the Contractor and the labourer or SMME.
- The penalty value shall be R 10 000.00 per incident per occasion; and
- If the Contractor fails to complete the aforementioned more than three incidents and should the Employer or his duly authorised representative find that the Contractor is hindering his (the Employer's) deliverables to JW Senior Management, he shall reserve the right to:

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- i. perform the Works internally or through another Contractor; and
- ii. deduct additional costs incurred by the Employer from monies owed to the Contractor or from the Contractor's Guarantee. Additional costs incurred by the Employer shall include all claims from Contract affected parties, claims such as but not be limited to claims from customers, any costs associated with the loss of water, and all costs associated with the procurement of an alternative Contractor.
- iii. terminate the Contract.

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

- c) Failure to meet target participation by local SMME.

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

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

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

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

The Employer will impose a penalty value of R2 000,00 per audit report where a Contractor scores below 85%.

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

- e) Failure to meet the Environmental compliance target.

Monthly compliance rating will be calculated for each Contractor as per a formula

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determined by the Employer focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational assessments and other requirements, as necessary. The Employer will impose a penalty value of R2 000,00 per audit report where a Contractor scores below 85%.

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

f) Penalties payable

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

g) Penalties irreversible

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

C1.2.1.2.2 Source of instructions.

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

C1.2.1.2.3 Officials not to benefit.

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

C1.2.1.2.4 Prevention of corruption.

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

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C1.2.1.2.5 Confidential nature of documents.

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

C1.2.1.2.6 Returns of labour, SMME, plant, equipment and material.

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

- A completed and signed sub-contracting agreement between the Contractor and the SMME
- Valid CIPC registration (i.e. CK, COR)
- SA ID copies of owners
- Active CIDB membership: minimum grading 1CE
- Valid CSD compliance status
- Valid EME affidavit
- COIDA certificate
- Company Profile including similar experience and skilled personnel CVs
- Health and Safety Plan
- Proof of Payments

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

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

C1.2.1.2.7 Materials and workmanship.

All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Employer's Agent's instructions and shall be subjected from

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

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

C1.2.1.2.8 Examination of the work before covering up.

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

C1.2.1.2.9 Employer's Agent's power to order removal of improper work and materials.

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

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

C1.2.1.2.10 Default of Contractor in carrying out Employer's Agent's or his duly authorized representative's Instructions.

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

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from him by the Employer and may be deducted by the Employer from any monies due or which may become due to the Contractor.

C1.2.1.2.11 Date falling on public holiday or weekend.

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

C1.2.1.2.12 Ambiguities and inconsistencies.

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

C1.2.1.2.13 False claims by the Contractor.

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

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

C1.2.1.2.14 Special Conditions.

The successful Contractor must subcontract a minimum % (*calculated as per table C1.2.1.2.14A*) of the value of this Contract to an entity(s) described below. The value of the Contract for the purposes of this calculation shall be equal to the Contract Price (excluding VAT) as described in the General Conditions of Contract.

Employer:		Contractor:	
Witness:		Witness:	



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The successful Tenderer must subcontract as indicated on the below table the value of executed (as remeasured) scope of work excluding Provisional to SMME's.

Table C1.2.1.2.14 A

Category	Value of Executed Works excluding Provisional Sums & VAT	Minimum Percentage to be Sub-contracted (where possible)
A	R0 to R 5 000 000.00	15%
B	R5 000 000.01 to R 30 000 000.00	20%
C	Above R30 000 000.00	30%

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

- An EME or QSE which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are youth;
 - An EME or QSE which is at least 51% owned by black women;
 - An EME or QSE which is at least 51% owned by black people with disabilities;
 - An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - A cooperative which is at least 51% owned by black people;
 - An EME or QSE which is at least 51% owned by black people who are military veterans;
 - an EME or QSE .
1. Subcontractors must be chosen from National Treasury's Central Supplier Database which can be accessed on National Treasury's website.
 2. Provision was made for subcontracting in the Bill of Quantities. Subcontracting activities are indicated in the Bill of Quantities. Where the provision for subcontracting is less than the minimum subcontracting requirement, the Contractor will identify additional subcontracting items or tasks that will meet the subcontracting minimum % (*calculated as per table C1.2.1.2.14A*) of the value of this Contract. In complying with this condition, the following shall be adhered with:
 - The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc.
 - The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the

Employer:		Contractor:	
Witness:		Witness:	



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approval of the Employer's Agent.

- Where the identified items for subcontracting do not form a minimum % (*calculated as per table C1.2.1.2.14A*) of the Contract Price, the Contractor shall identify additional works that will be subcontracted to ensure compliance with the minimum subcontracting percentage
- In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors.
- Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer.
- The Contractor will be liable to pay a penalty if the Subcontracting target of 17% has not been met by the end of the Contract. The Employer will deduct this penalty amount through the Payment Certificate process. The Employer will have full discretion as to when the penalty will be applied (i.e. the month in which the penalty amount will be deducted). In calculating the total amount that has been (will be) paid to SMME's, all amounts that have actually been reimbursed to SMME's will be taken into account including P&G's, amounts for actual work done, etc.
- The penalty amount described above shall be equal to 50% (fifty percent) of the difference between the target Subcontract amount (i.e. a % (*calculated as per table C1.2.1.2.14A*) of the Contract Price) and the actual amount that has been spent on Subcontractors/SMME's by the end of the Contract.

3. A Subcontracting agreement between the Main Contractor and the Subcontractor shall be submitted to JW upon appointment and must include the following minimum information:

- Name of Subcontractor and BBBEE status
- Subcontractor *domicilium* and registered address of business, as well as status of compliance with all applicable legal requirements.
- Area and location of project
- Scope of Work issued to the Subcontractor
- Value of the Work issued including P&G's (this information must be submitted in a format that is readily auditable).
- Assistance provided/to be provided to the Subcontractor by the Contractor, e.g. acquisition of materials, machinery, tools, etc.
- Indicate the remuneration rate of all local labourers (the latest Gazetted labour rates)
- 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

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produced by the Contractor (such as training certificates, training registers, etc.), etc.

- A specific provision that enables the Contractor to pay the Subcontractor's suppliers, labour (skilled, local, etc.) or any other service provider of the Subcontractor, should the Subcontractor fail to do so. This provision shall include (but not be limited to) the following conditions/proviso's:
 - Invoices that are due for payment from suppliers and the like must be invoices that have been approved for payment and be based on work or services that have been completed or delivered. Payments that are due to labour will be based on approved timesheets.
 - The Contractor is to ensure that any invoice presented for payment is indeed an approved invoice, and that the necessary work or services have been delivered or completed. The approved invoice shall be settled (paid) by the Contractor (on behalf of the Subcontractor) by the due date for payment.
 - The Contractor will be entitled to deduct payments made to any third party, on behalf of the Subcontractor, from subsequent payments that may become due to the Subcontractor.
 - The Contractor will be entitled to bill the Subcontractor a mark-up on the payments made on behalf of the sub-contractor. The mark-up shall not be more than 10% (ten percent) of the amount actually paid (i.e. the amount (excluding VAT) reflected on the invoice that has been settled). The mark-up amount shall be deducted from subsequent payments that may become due to the Subcontractor.
 - Proof of any such payments made on behalf of the Subcontractor shall be issued to the Employer's Agent, on request, with all necessary supporting information that the Employer's Agent may request.
 - Payments made on behalf of the Subcontractor are not subject to the Contractor first being paid by the Employer. Therefore, the Contractor shall pay approved invoices, on behalf of the Subcontractor, irrespective of whether the Contractor has first been paid by the Employer. The Contractor will be entitled to levy interest on all payments that have been made in this regard, in accordance with the necessary interest payment provisions contained in the General and Special Conditions of Contract.

4. The successful Contractor shall submit periodic SMME/Subcontractor reports to the Employer's Agent as follows:

- Status of progress against the Subcontracting Plan (described above), to the approval of the Employer's Agent
- Subcontractor *domicilium* and registered address of business, as well as ongoing status of compliance with all applicable legal requirements.
- Name of Subcontractor and BBBEE status
- 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)

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Witness:		Witness:	



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

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Witness:		Witness:	



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C1.2.1.2.15 Competent Employees

Competent Employees	Qualifications	Experience
Contracts Manager	Bachelors' Degree or Bachelor of Technology (Civil Engineering or Project Management or Quantity Survey or Construction Management) or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) or SACPCMP Professional Registration (PrCPM / PrCM)	3 x Civil engineering projects. Can be allocated to up to three projects at a time on Panel JW14432
Construction Manager	National Diploma in Civil Engineering or higher	3 x Sewer pipe laying projects with a minimum diameter of 100mm and minimum of 1 VIP Toilets Installation project. Can only be committed to one project at a time on Panel JW14432.
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 OR Submitted the proof to register with SACPCMP in the "Construction Health and Safety" Sector	3 x civil engineering projects completed as a Safety Officer. Can only be committed to one project at a time on Panel JW14432.

C1.2.1.2.16 Tie-in Limitations

The connection of new pipework to the existing water infrastructure is prohibited between Friday and Monday every week and five days before the Builders Break. All tie-ins must be completed within 10 hours of work.

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C1.2.1.3 Variations to General Conditions of Contract

Add the following Table:

3.2.4	<p>Employer's Agent for Health and Safety</p> <p>Replace Clause 3.2.4 with the following: 'In terms of Clause 1.3.2, all parties to the Contract shall be subject to the relevant requirements of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act, Act 85 of 1993 (as amended).'</p> <p>Add the following at the end of the above new replacement Clause 3.2.4: 'Where the Employer is obliged to appoint an Employer's Agent for Health and Safety in terms of the Construction Regulations 2014 (as amended) of the Occupational Health and Safety Act (Act 85 of 1993 as amended), and where such Employer's Agent for Health and Safety has complied with the registration requirements of a Construction Health and Safety Agent as a specified category in terms of section 18 (1) (c) of the Project and Construction Management Professions Act (Act 48 of 2000), the applicable clauses of the latest edition of the "Standard Scope of Services for Construction Health and Safety Agents Registered In Terms Of Section 18(1)(c) of the Project And Construction Management Professions Act (Act No. 48 Of 2000)", including Clauses 2.2.5 "STAGE 5 - CONSTRUCTION DOCUMENTATION AND MANAGEMENT", and 2.2.6 "STAGE 6 - PROJECT CLOSE – OUT", and 2.2.7 "ADDITIONAL RELATED SERVICES", as published in "Registration Rules for Construction Health and Safety Agents in Terms of Section 18 (1) (c) of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000)" by the South African Council for Construction and Project Management Professionals in terms of the Project and Construction Management Professions Act (Act 48 of 2000 as amended), shall also apply.'</p>
5.1.1.2	<p>Time Calculations</p> <p>SEPARATE THE PHRASE "shall be excluded from the calculation of the time-span concerned." BY MOVING IT ONTO A NEW LINE AS A NEW PARAGRAPH, AND PROMOTE THAT PARAGRAPH BY ONE PARAGRAPH LEVEL TO A POSITION WHERE IT FORMS THE LAST PART OF SUB-CLAUSE 5.1.1, SO THAT SUB-CLAUSE 5.1.1.2 READS AS FOLLOWS: 5.1.1.2 The day on which the timespan commences shall be excluded from the calculation of the timespan concerned."</p>
5.7.1	<p>Rate of progress</p> <p>ON PAGE 25, IN THE TOP PARAGRAPH, FOR THE SENTENCE COMMENCING WITH</p>

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	<p>“Such steps shall...” REPLACE THE SENTENCE “Such steps shall be approved by the Employer's Agent, which approval shall not be unreasonably withheld.” WITH “Such steps shall be subject to the approval of the Employer's Agent, which approval shall not be unreasonably withheld.”</p>
6.5.1.3	<p>Basis of payment for dayworks</p> <p>ON PAGE 40, IN THE LAST LINE OF THE SUB-CLAUSE, REPLACE THE PHRASE “ruling plant hire rates” WITH “ruling construction equipment hire rates”</p>

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C1.2.2 Part 2: Data Provided by the Contractor

GCC Clause	Information												
Clause 1.1.9	<p>The name of the Contractor is.....</p> <p>The Contact person is.....</p>												
Clause 1.2.1.2	<p>The address of the Contractor is:</p> <table border="0"> <tr> <td>Physical Address:</td> <td>Postal Address:</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Tel: _____</td> <td>Fax: _____</td> </tr> <tr> <td colspan="2">Email: _____</td> </tr> </table>	Physical Address:	Postal Address:	_____	_____	_____	_____	_____	_____	Tel: _____	Fax: _____	Email: _____	
Physical Address:	Postal Address:												
_____	_____												
_____	_____												
_____	_____												
Tel: _____	Fax: _____												
Email: _____													
Clause 1.1.1.1 4	<p>The time for achieving Practical Completion from the Commencement Date will depend on the approved construction duration per work package.</p>												
Clause 6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>The Performance Guarantee shall be irrevocable, On-Demand Performance Guarantee, to be issued exactly in the form of the proforma document provided in favour of the client by a Bank or Recognised Financial Institution or Cash in lieu of bond will apply.</p> <p>Alternatively for smaller contractors below CIDB 6, a 10% will be retained from every invoice.</p>												
Clause 6.8.3	<p>The variation in cost of special materials is</p> <table border="0"> <tr> <td>Type</td> <td>Unit</td> <td>Rate</td> </tr> <tr> <td align="center" colspan="3">NOT APPLICABLE</td> </tr> </table>	Type	Unit	Rate	NOT APPLICABLE								
Type	Unit	Rate											
NOT APPLICABLE													

Employer:		Contractor:	
Witness:		Witness:	



Johannesburg Water (SOC) Ltd



CONTRACT NO. JW14432

**PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
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VOLUME 1

PART 1.3: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	



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Employer:		Contractor:	
Witness:		Witness:	



C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

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

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



C1.3.1 Form of Guarantee

**TO BE PRINTED ON THE OFFICIAL LETTERHEAD OF THE GUARANTOR.
 FORM OF DEMAND GUARANTEE IN RESPECT OF PERFORMANCE**

GUARANTEE REFERENCE NUMBER: [*]**

FORM OF ON DEMAND PERFORMANCE GUARANTEE

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

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

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

1. The *Guarantor* shall pay to the *Employer* on demand any sum or sums not exceeding the following aggregate amount: R [insert the amount] (the "*Guaranteed Amount*") on presentation of a written demand signed by the *Employer* (the "*Demand*"), supported by a written statement signed by the *Employer* certifying that the *Contractor*, in the opinion of the *Employer* as at the date of issue of such Demand, is in breach of its obligations under the Contract or that a defect had occurred following the performance by the *Contractor* of its obligations under the Contract, and without being required to prove or set out the nature of any such breach or defect.
2. Neither the failure of the *Employer* to enforce strict or substantial compliance by the *Contractor* with its obligations under the Contract nor any act, conduct or omission by the *Employer* prejudicial to the interests of the *Guarantor* will discharge the *Guarantor* from liability under this *Guarantee*.
3. This *Guarantee*:
 - 3.1 automatically comes into full force and effect on the date of signature hereof by the *Guarantor*.
 - 3.2 automatically expires, whether or not returned to the *Guarantor* at the earlier of:
 - 3.2.1 [the defects date; or]
 - 3.2.2 90 (ninety) calendar days after the date of termination of the Contract, as notified in writing to the *Guarantor* by the *Employer*; or

Employer:		Contractor:	
Witness:		Witness:	



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3.2.3 **[insert time]** (Central African Time), at the abovementioned address of the Guarantor on **[insertdate]**,

(the “**Expiry Date**”);

- 3.3 constitutes the primary obligations of the Guarantor and exists independently of the Contract or any amendment, variation or novation thereof; and
- 3.4 is governed by the laws of the Republic of South Africa and any dispute arising hereunder shall be subject to the jurisdiction of the South African courts. In respect of such proceedings, each of the Parties specifically consents to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg).

Employer:		Contractor:	
Witness:		Witness:	



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4. Any Demand must be presented at the aforementioned address of the Guarantor on or before the Expiry Date. After the Expiry Date, this Guarantee shall become null and void, whether returned to the Guarantor for cancellation or not and any Demand received after the Expiry Date shall be ineffective.
5. The *Employer* may require the *Contractor* to extend this this Guarantee or replace it if the guarantee sum has not been paid in full by the date 28 days prior to the Expiry Date. If the guaranteed sum has not been paid in full by the date 28 days prior to the Expiry Date, and the guarantee has not been extended, the Guarantor unconditionally undertakes to pay to the *Employer* any amounts which the *Contractor* has not repaid (subject to the guaranteed sum) upon receipt by the *Employer*, within such 28 day period, of written demand for payment made in accordance with the terms of the advance payment guarantee.
6. Payments made in terms of this Guarantee shall be in cash, free of any set-off, with-holding, counterclaim or deduction of any nature whatsoever.
7. This Guarantee is transferable by the *Employer*, and the Guarantor consents to any transfer of this Guarantee by the *Employer* to any of its affiliates or any other person. This Guarantee is restricted to the payment of a sum of money only and limited to an aggregate amount equal to the Guaranteed Amount.
8. The Guarantor warrants that it has the power and has taken all action and obtained all licenses and approvals required for it, to grant and perform its obligations in terms of this Guarantee.
9. The Guarantor acknowledges that the *Employer* may make multiple demands under this Guarantee provided that the aggregate amount paid by the Guarantor in terms of this Guarantee shall not, at any time, exceed the Guaranteed Amount.
10. The Guarantor's obligations under this Guarantee are of a primary, independent nature and are not ancillary, accessory nor of a collateral nature, to the Contract. Any reference in this Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
11. For the purposes of this Guarantee, the abovementioned address of the Guarantor shall be its *domicilium citandiet executandi* for all purposes in connection with this Guarantee.

SIGNED at _____ on this _____ day of _____ 20____

Witnesses:

1. _____

For: **[insert name of the Guarantor]**

Employer:		Contractor:	
Witness:		Witness:	



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duly authorized and
warranting such
authority Full Name:
Capacity:

2.

For: **[insert name of Guarantor]**
duly authorized and
warranting such
authority Full Name:
Capacity:

C1.3.2 Blasting Indemnity

Given by

Employer:		Contractor:	
Witness:		Witness:	



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*Company Registration No. _____

Address

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

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

_____ and the Company requires this Indemnity from the Contractor

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

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

_____ on the

_____ day of _____ 20_____ in the
presence of the subscribing witnesses.

As witnesses

1. _____
Name & Surname

Signature

Employer:		Contractor:	
Witness:		Witness:	



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2.

Name & Surname

Signature

Duly authorised to
sign on behalf of

Address

Employer:		Contractor:	
Witness:		Witness:	



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

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

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

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
**PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT**
Volume 1 Tender and Contract



Section C1 Forms and Securities

C1.3.4 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatar'y' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatar'y.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandatar'ies who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatar'y to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is **JW14432 PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER A FRAMEWORK CONTRACT**
11. The area in which the work is to be conducted is various locations within the City of Johannesburg boundaries.
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

Employer:		Contractor:	
Witness:		Witness:	



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UNDER A FRAMEWORK CONTRACT
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Section C1 Forms and Securities

C1.3.4.1 Occupational Health and Safety Indemnity Undertaking

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

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

Signed at _____ This _____ day
of _____

Signature _____ Capacity _____

As witnesses:

1 _____
2 _____

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
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SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT



Volume 1 Tender and Contract

Section C2 Pricing Data

Johannesburg Water (SOC) Ltd



CONTRACT JW14432

PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES AS AND WHEN REQUIRED BASIS FOR 36 MONTHS UNDER
A FRAMEWORK CONTRACT

VOLUME 1

PART 2: PRICING DATA

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14432
PANEL OF CONTRACTORS FOR PROVISION OF BASIC SANITATION
SERVICES ON AS AND WHEN REQUIRED BASIS FOR 36 MONTHS
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Section C2 Pricing Data

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Employer:		Contractor:	
Witness:		Witness:	



C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.1.1 General Preamble to the Bill of Quantities

- a) All items in the Bill of Quantities, except where otherwise specified in Clause 8 of a Standardised Specification or in the Project Specification, shall be measured and shall cover operations as recommended in the standard system of measurement of civil engineering quantities, published under the title "Civil Engineering Quantities", by the South African Institution of Civil Engineering.
- b) The basis and principles of measurement and payment are described in this section (Pricing Instructions) and Clause 8 of each of the Standardised Specifications for Civil Engineering Construction. The applicable SANS 1200 Standardised Specifications will be listed in the Scope of Work, Portion 1: Project Specification. Portion 2: comprises the Technical specifications for the works of each discipline in this contract.
- c) Descriptions in the Bill of Quantities will be abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work will set out what ancillary or associated activities will be included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
- d) The clauses in a specification in which further information regarding the Schedule item may be found will be listed in the "Payment Refers" column in the Schedule. The reference clauses that will be indicated will not necessarily be the only sources of information in respect of listed items. Further information and specifications may be found elsewhere in the Contract Documents. Standardised Specifications will be identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, e.g. G for SANS 1200G.
- e) Unless otherwise stated, items that will be measured net in accordance with the drawings, and no allowance is made for waste.
- f) The quantities that will be set out in the Bill of Quantities will be the estimated quantities of the Contract Works, but the Contractor shall be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed Works shall be computed from the actual quantities of work done, valued at the relevant unit rates and/or prices.
- g) The rates and/or prices to be inserted in the Bill of Quantities during work allocation are to be the full inclusive prices for the work described under the several items. Such rates and/or prices shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents, as well as overhead charges and profit. Reasonable charges shall be inserted as these shall be used as a basis for assessment of payment for additional work that may have to be carried out.

Employer:		Contractor:	
Witness:		Witness:	



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Section C2 Pricing Data

- h) The units of measurement that will be described in the Bill of Quantities are metric units. Alternatives that will be used are as follows :

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000kg)
m ²	=	square metre	No.	=	number
m ² pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ km	=	cubic metre-kilometre	P Csum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	percent
MPa	=	megapascal	kW	=	kilowatt

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

Unit : The unit of measurement for each item of work as defined in the SANS Standard Specification for South African National Standards.

Quantity : The number of units of work for each item.

Rate : The agreed payment per unit of measurement.

Amount : The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities, but the quantity of work of which is not measured in any units.

- j) Arithmetical errors in the Bill of Quantities shall be corrected in accordance with Clause C3.9 of the Conditions of Tender. Should there be any discrepancy between rates and/or prices written in the Assessment Schedule and the Bill of Quantities, the latter shall govern.
- k) 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 will be entered, will be considered to be covered by the other prices in the Schedule.
- l) The Bill of Quantities shall be completed by hand in **INK or TYPED**. Tenderers are permitted to complete and submit the electronic Bill of Quantities (BOQ) instead of filling out the BOQ in the tender document. The original pages of the tender document should not be removed. The electronic version may be submitted as an annexure or inserted as additional pages within the tender document. Tenderers are not permitted to alter the document by amending the descriptions and/or quantities specified in the BOQ.

C2.1.2 Special Payment Conditions

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

Employer:		Contractor:	
Witness:		Witness:	



C2.1.2.1 Provided previously

The Contractor shall not re-execute works under this Contract where he has successfully executed works for the Employer under a previous contract(s) that comply with the requirements of this Contract. However, where applicable the Contractor shall:

- a) clearly state this in his qualifications; and
- b) still provide the associated rates and prices in the schedule in the associated line item, but not calculate an associated amount.

The Employer shall at his sole discretion decide to re-execute such works.

C2.1.2.2 Security

The Contractor shall have been deemed to have included all security related costs in the Provisional and General item rates, including allowing for minimum 60% (high risk areas) of the sites requiring security provision for the Employer and Engineer representative(s).

C2.1.2.3 Materials and equipment

The Employer shall not provide any works material and equipment, as this shall be provided by the Contractor and deemed to have been included in his provided activity rates or prices.

C2.1.2.4 Permits and way-leaves

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included in the various scheduled activity rates or prices provided by the Contractor

C2.1.2.5 Confined space

The Contractor shall note that work activities shall be executed within confined spaces and it shall be deemed that allowance has been made in all activity pricing.

C2.1.2.6 Payment ONLY for works completed

The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Engineer or his duly authorised representative.

Employer:		Contractor:	
Witness:		Witness:	



C2.1.3 Health and Safety

The principal Contractor's health and safety plan has to follow the framework as laid out in the HEALTH AND SAFETY SPECIFICATION AND ENVIRONMENTAL MANAGEMENT PLAN, as a minimum.

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved Health and Safety Plan. Additionally, the Contractor shall also be penalised in terms of Clause (30) of the Occupational Health and Safety Act 183 (1993), Construction Regulations (2014).

C2.1.3.1 Compilation of health and safety plan

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to compile a Health and Safety Plan as per the Health and Safety Specifications contained in Volume 2, and approval of such plan thereof. Remuneration shall be a lump sum.

C2.1.3.2 Implementation of health and safety plan

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the Health and Safety Plan. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

Safety officer

Unit: Sum

The rate shall include the wages and salary that is to be paid to the safety officer/s, whose responsibility it is to ensure that all activities required fully comply with the Health and Safety Plan as per the Health and Safety Specifications contained in Volume 2 for the duration of the Contract. The rate shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

Employer:		Contractor:	
Witness:		Witness:	



C2.1.4 EMP Implementation and Maintenance

Unit: Sum

The rate shall include the complete cost for the provision of resources (human and equipment), communication, transportation and travelling, documentation of activities and reporting activities required to fully comply with the implementation and maintenance of the EMP contained in Volume 2 for the duration of the Contract. Remuneration shall be on a monthly basis for services rendered, by dividing the total sum tendered by the construction duration.

No payment shall be applicable where equipment is not provided and services are not rendered in terms of the approved EMP.

C2.1.5 Subcontracting

C2.1.5.1

The Contractor shall ensure that rates that will be tendered (during work package allocation stage) for work items that are likely to be Subcontracted, are market related rates. Provision will be 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.

C2.1.5.2

The Contractor shall ensure that rates that will be tendered (during work package allocation 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. The Contractor shall make provision for the SMMEs Preliminary and General costs.

C2.1.5.3

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

Employer:		Contractor:	
Witness:		Witness:	



C2.1.5.4

In the event that a rate supplied by the Contractor for a specific BoQ work item is not sufficient to cover Subcontractor costs/rates for that specific item, the Contractor shall provide a detailed rate breakdown for that specific BoQ item (and each and every subsequent BoQ work item where the rate is not sufficient to cover Subcontractor cost); and shall indicate costs (amongst others) for labour, material, handling, mark-ups, etc. to prove that the rate that was submitted during tender stage was in fact market related; and in balance with other rates that were submitted for work items that will not be undertaken by Subcontractors.

C2.1.5.5

Should any delays be experienced during the period of the Contract due to the appointment of subcontractors by the Contractor, work stoppages by subcontractors, industrial action by subcontractors, etc. such delays shall be assigned to the Contractor, and no claims for Extension of Time will be entertained by the Employer.

Employer:		Contractor:	
Witness:		Witness:	



Part 3: Scope of Work

Johannesburg Water SOC Ltd



CONTRACT JW14432

**PANEL OF CONTRACTORS FOR PROVISION
OF BASIC SANITATION SERVICES ON AS AND
WHEN REQUIRED BASIS FOR 36 MONTHS
UNDER A FRAMEWORK CONTRACT**

VOLUME 2

PART 3: SCOPE OF WORK



Employer:		Contractor	
Witness:		Witness:	



Contract: JW14432
Panel of Contractors for Provision of Basic Sanitation Services on an As and
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Volume 2



Part 3: Scope of Work

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Witness:		Witness:	



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Part 3: Scope of Work

C3 SCOPE OF WORK

GENERAL

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

SCOPE

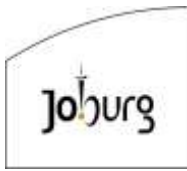
The Scope of the Work is set out in two portions:

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



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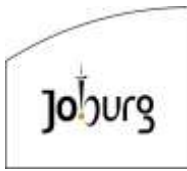
Part 3: Scope of Work

DEFINITIONS

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

- a) Unless inconsistent with the context, an expression which denotes:
 - i) any gender includes the other genders;
 - ii) a natural person includes a juristic person and vice versa; and
 - iii) the singular includes the plural and vice versa.
- b) **'Castellation'** shall mean alternating white and black boxes at the perimeter of a test chart. Useful to test TV picture positioning on the display screen, also to observe picture cropping, display registration, etc.
- c) **'Fittings'** shall mean all meters, valves, hydrants, saddles, tees and reducers
- d) **'Launch pit'** shall mean the excavation or manhole from which the replacement pipe is inserted.
- e) **'Pipe bursting or cracking'** shall mean the bursting of an existing pipe with a device which displaces the existing pipe fragments into the surrounding medium and leads in a replacement pipe immediately behind.
- f) **'Pipe length'** shall mean the existing or proposed length of pipe between manholes or perpendicular streets.
- g) **'Property connection'** shall mean a pipe which connects a property drain to a collector sewer or manhole or the meter to the secondary supply mains. In addition to straight pipes, it includes a junction on the collector sewer or saddle on the secondary supply mains.
- h) **'Property connection junction'** shall mean the point of connection of the property connection with the collector sewer or water main.
- i) **'Reception pit'** shall mean the excavation or manhole where the replacement pipe finishes.
- j) **'Service Provider'** shall mean either a consultant or contractor appointed to provide a particular service, i.e. investigations, design, labour provision and/or construction.
- k) **'VAT'** shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.

Employer:		Contractor:	
Witness:		Witness:	



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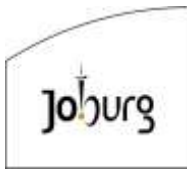
Part 3: Scope of Work

ABBREVIATIONS

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

ASTM	: American Society for Testing and Materials
avi	: Audio Video Interleaved Format
BEE	: Black Economic Empowerment
BS	: British Standard
CCD	: Charge-coupled Device
CCTV	: Close-circuit television
CD	: Compact Disk
CE	: Civil Employer's Agenting Works
CIDB	: Construction Industry Development Board
CIPP	: Cure-In-Place-Pipe
CoJ	: City of Johannesburg
COP	: Code of Practice for Work within the Road Reserve
DVD	: Digital Versatile Disk
ECSA	: Employer's Agenting Council of South Africa
EDA	: Enterprise Declaration Affidavit
EMP	: Environmental Management Plan
EPWP	: Expanded Public Works Programme
Ext	: Extension
GB	: Gigabytes
GCC	: General Conditions of Contract
GIS	: Geographic Information System
HD	: High Definition
JRA	: Johannesburg Road Agency
JW	: Johannesburg Water SOC Ltd
Kl	: Kilolitres

Employer:		Contractor:	
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Part 3: Scope of Work

I	: Litres
LOS	: Level of Service
MI	: Megalitres
Mod AASHTO Officials	: Modified American Association of State Highway and Transportation
mov	: Quick Time Movie File Format
MPEG	: movie photographic experts group
mpg	: MPEG Video Format
MSCC	: Manual for Sewer Condition Classification, Fourth Edition (2004)
SABS	: South African Bureau of Standards
SANS	: South African National Standard
SD	: Standard Definition
SOP	: Standard Operating Procedure
WRC	: Water Research Commission
uPVC	: Unplasticised Polyvinyl Chloride
VAT	: Value Added Tax

Employer:		Contractor:	
Witness:		Witness:	



PORTION 1: PROJECT SPECIFICATION

PS1 DESCRIPTION OF THE WORKS

PS1.1 Employer's Objectives

The primary objective of project is to provide basic sanitation services to households in various informal settlements within the City of Johannesburg on an as and when required basis. The secondary objective of the project is that optimum utilization shall be made of the resources within the local community and that these resources shall be improved and enhanced through their participation in the execution of the works. The project to be implemented has taken into cognizance the prescripts of EPWP and Local SMMEs.

PS1.2 Overview of the Works

The work to be carried out under this contract includes the supply of equipment, material and labour for the successful completion of the project within the constraints of time, cost and quality. The project entails the installation of Sewer Pipelines, VIP Toilets, Waterborne toilets and Ablution facilities. The proposed system will be decided according to the geotechnical conditions and Settlement set up.

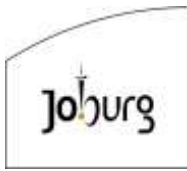
PS1.3 Extent of the Works

The above works also includes the following:

(a) Pipe Work

- Installation of 110 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method for house connections.
- Installation of 160 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method
- Installation of 200 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method
- Installation of 250 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method
- Installation of 315 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method
- Installation of 355 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method

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- Installation of 400 mm Ø uPVC Class 34 Heavy Duty sewer pipes, by open-trench method
- Horizontal direction drilling for HDPE pipes from pipe diameters 100mm to 355mm for road crossings.
- Pipe cracking for HDPE pipes from pipe diameters 100mm to 400mm
- Installation of precast sewer manholes
- Sewage pumping and/ or handling during construction.
- Locating, exposing and protection of existing services.
- Maintaining good public relations with Johannesburg Water's customers and public.
- CCTV inspection before and upon completion of all sewer installation.
- Clearance of the pipe route;
- Reconnecting into existing sewers;
- Reconnecting existing connections onto the new / upgraded sewers;
- High pressure cleaning of existing sewers;
- Closed circuit television (CCTV) inspection of the pipes before and after construction;
- Location, exposing and protection of existing services
- Reinstatement of surfaces to original condition;
- Maintaining good public relations with Johannesburg Water's customers and public.

a) VIP Toilets

- Site clearance
- Setting-Out and Positioning of VIP toilets
- Small Concrete works
- Excavation of pits
- Preparation of pits (Trimming, bedding and footing)
- Construction of plastered brick sub structure (where deemed necessary)
- Installation of precast sub structure
- All substructure should be at least 150mm above ground
- Installation of pre-cast top structure
- Installation of accessories (vent pipe, pedestal, hand wash facilities)
- House keeping
- Maximum use of local labour.
- Rehabilitation of pits (if required)

b) Waterborne Toilets

- Setting and Positioning of Waterborne toilets
- Small Concrete Works
- Site clearance
- Installation of pre-cast top structure
- Installation of accessories (flushing mechanism, pedestal, cistern, stop cork,)
- House keeping
- Maximum use of local labor
- Connection to existing sewer

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c) Mobile Ablution Facility

- Site Clearance
- Casting of concrete base slab and/or concrete plinths
- Erect Prefabricated 12/ 6m X 2.4m Male
- Erect Prefabricated 12/ 6m X 2.4m Female
- Installation of accessories (air vents, pedestal, hand wash facilities, stop cork, cisterns urinals and squatting pans)
- Connecting to existing water and sewer mains
- Construction of Fencing around ablution Blocks
- Provide and Construct Guardhouse
- Install solar panel and required accessories for power supply to Guardhouse and ablution block

The Contractor's obligations shall also include strict compliance with any Environmental requirements and/or reports deemed to form part of this Contract as well as any Occupational Health and Safety requirements.

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under the Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

PS1.4 Location of the Works

The Settlements are located in various informal settlements within the boundaries of the City of Johannesburg.

NOTA BENE: Refer to the locality drawing included in Volume 3 of this Contract Document.

PS1.5 Temporary Works

Temporary works shall:
The Contractor shall, as relevant:

- a) Provide temporary drainage works, temporary pumps and other equipment as might be necessary for the protection, draining and dewatering of the works; and
- b) Construct and maintain haulage, temporary access and construction roads, subject to the approval of the Employer, and permit the Employer, other Contractors, statutory bodies or any other person who might require legitimate access to or through the site for the purpose of executing legitimate business, free and unhindered usage of such roads.
- c) Temporary water connections, Contractor's offices, storage sheds, latrines, barricading of Works shall be located in an approved position and subject to the approval of all authorities concerned.
- d) Safety and security of the Contractors' temporary works shall be at the Contractors' discretion, but always in accordance with stipulated Occupational Health and Safety requirements.
- e) The camp shall be adequately guarded during or outside working hours.
- f) Include the works required to locate, verify and protect existing services within the works area;
- g) Be such to ensure no or limited interruption to vehicular and pedestrian traffic; and

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- h) Be such as to allow the continued or uninterrupted sewage flow. The Contractor, under the supervision of an experienced manager (from the Contractor personnel), may install plugs in the sewers to prevent the flow of sewage during inspection for a period of no longer than 10 minutes. The plugs must then be removed for a minimum of 10 minutes after which time they may be installed again for the period stated above. Plugs shall only be installed when and for the time period directed by the Employer's Agent where the existing flow hinders proper inspection
- i) Be such that existing stormwater flow shall not be impeded during survey and construction activities.

Further the Contractor shall note that no stockpiling of materials, plant, excavated material or any other construction related infrastructure shall be allowed in locations that may interfere with the operations of the Employer and the public in general.

Employer:		Contractor:	
Witness:		Witness:	



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PS2 ENGINEERING

PS2.1 Employer's Design

The Contractor undertakes only construction on the basis of full designs issued by the Employer. The Contractor is to follow the specification, the design and construction drawings as laid out by the Employer.

The Contractor shall note the following:

- a) Ablution Blocks, Precast VIP's, sewer upgrading, including pipe cracking method, shall comply with all applicable local and international standards and guidelines as mandated by the Employer, the SANS, and the supplier and/or manufactures of applicable materials and goods.

PS2.2 Drawings

PS2.2.1 Volume 3

Drawings are included in Volume 3 of this Contract Document based on current available information. Such drawing may be updated (based on actual site situation uncovered during execution of the works) and re-issued during the Contract Period as required.

Drawings include:

- a) Locality plans
- b) Layout drawings
- c) Longitudinal profile of the sewers, and
- d) Typical construction details.

PS2.2.2 Construction drawings

Upon receiving the instruction to commence with construction the Contractor shall receive 3 sets of construction drawings, of which 1 set shall be designated for as-built records and updated by the Contractor on a daily basis. The later shall be:

- a) Made available to the Employer's Agent or his duly authorised representative within 24hours on request;
- b) Submitted to the Employers' Agent with the Contractor's request for issue of the Practical Completion Certificate.

PS2.2.3 Shop drawings

Where an item to be supplied in conformance with this Contract specification has not been designed by the Employer's Agent or Employer, the Contractor shall be required to supply the Employer's Agent with 3 copies of detailed shop drawings prior to delivery of materials, including an electronic copy in drawing format that is compatible with the software packages (AutoCAD or DXF) used by the Employer's Agent and/or Employer.

NOTA BENE: Only on approval of such shop drawings or an amended version thereof, shall the Contractor proceed with the manufacturing, supply and installation of the designed item.

Employer:		Contractor:	
Witness:		Witness:	



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PS2.2.4 Survey report drawings

The Contractor shall submit with his survey report(s) a set of drawings highlighting:

- a) the location of sewer manholes, and
- b) the location of any other services discovered during construction that were not previously indicated on the provided drawings.

PS2.2.5 Record drawings

The set of drawings issued as per clause PS2.2.2 (Construction drawings) for recording survey findings showing manhole numbers that coincide with the survey report coding sheets and video recording, shall be returned to the Employer's Agent on completion of the Contract. The drawings shall be clearly annotated to show any discrepancies between the Employer's record drawings and the contents of the survey report. Such discrepancies shall be brought to the attention of the Employer's Agent during the survey.

Employer:		Contractor:	
Witness:		Witness:	



PS3 PROCUREMENT

PS3.1 Preferential Procurement Procedures

The Employer's promotes preferential procurement. The philosophy of the process and mechanics of the points scoring system are described in section MBD 6.1, which is included in the returnable documents section T2.1.

PS 3.2 SUBCONTRACTING

The commitment of the Employer concerning the empowerment of the SMMEs shall be noted and adhered to by the main contractor. It is against this background that Johannesburg Water has made provisions under this contract to ensure that the main contractor impart skills to the local sub-contractors within the project area during the project implementation.

It is the intention of Johannesburg Water that the minimum targeted participation goal for the local sub-contractors is for but not limited to the full value of subcontracting works identified by the Employer as covered in the Bill of Quantities. The onus is upon the main contractor to handle and manage the procurement process of the sub-contractors and once appointed, should be dealt with in accordance with the provisions of Clause 4.4 of the General Conditions of Contract 2015 for Construction Works Third Edition.

The identified scope of work by the Employer includes but not limited to the following:

- Site Clearance of the pipeline route.
- Pipe Supply and Laying
- Casting of concrete works for ablution blocks
- Brick laying for VIP substructures
- Assembly of VIP top structures
- Hand excavation (where feasible)
- Reinstatement of surfaces to original condition
- Maintaining good public relations with Johannesburg Water's customers and the public.

The minimum requirements for selection of the sub-contractors are as follows:

1. Valid CIPC registration (i.e. CK, COR)
2. SA ID copies of owners
3. Active CIDB membership: **minimum grading 1CE**
4. Valid CSD compliance status
5. Valid EME affidavit
6. COIDA certificate
7. Company Profile including similar experience and skilled personnel CVs
8. Health and Safety Plan

The Contractor is:

Employer:		Contractor:	
Witness:		Witness:	



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to enter into contract with any (selected) sub-contractor(s) in accordance with the requirements of Clause 4.4 in the General Conditions of Contract for Civil Employer's Agenting Works (2015), 3rd Edition. The number of sub-contractor(s) will be determined by the main contractor depending on the Subcontracting Scope of Work and the amount of work that is to be carried out under this Contract as outlined above and in the Bill of Quantities.

- a) Required to utilise local subcontractors (or regional if he fails to find suitable subcontractors from within the project locality)
- b) Responsible for all work executed (including QUALITY, CONTRACTUAL LIABILITIES) on his behalf or under his supervision and/or management by all sub-contractors, including nominated or selected sub-contractors.

Note:

- **Local** subcontractors are subcontractors from within the project suburb or ward.
- **Regional** subcontractors are subcontractors from within the region as per the City of Johannesburg's demarcation of the regions.

The Contractor shall be expected to enter into a contract with the nominated or selected subcontractor(s) in accordance with the requirements of Clause 4.4 the General Conditions of Contract for Construction Works 2015 3rd Edition. The Employer must be supplied with a copy of the contract/agreement for records.

***NOTA BENE:** The Employer's Agent shall not negotiate directly with sub-contractors and all problems relating to programming, workmanship, etc., as they are matters between the Contractor and his sub-contractors.*

In the execution of the Subcontract Work, the Contractor shall ensure that the Subcontractor(s) comply with all relevant legislation and regulations including, but not confined to, the Occupational Health and Safety Act. The Contractor hereby indemnifies the Employer against any loss, damage, or claim for Subcontract Works set out for the Provision of Basic Sanitation Services in Informal Settlements within the City of Johannesburg – Framework Contract arising out of the former's failure to comply with instructions issued to him in regard to these requirements.

PS 3.2.1 PERFORMANCE AND EXECUTION OF THE SUBCONTRACTED WORK

The main contractor must ensure that his subcontractors shall supply sufficient, suitable resources (e.g. equipment, labour, material) to execute all the Subcontract Work including the portion identified by the Employer as outlined in the Scope of Work PS 3.2 and Bill of Quantities.

The Contractor shall also ensure that the Subcontractor(s) shall execute the Subcontract Work in accordance with the Scope of Work and Programme to the reasonable satisfaction of the Employer.

PS 3.2.2 QUALITY OF THE SUBCONTRACT WORK

Employer:		Contractor:	
Witness:		Witness:	



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In accordance with the requirements of Clause 4.4 in the General Conditions of Contract for Construction Works (2015), 3rd Edition, it is the responsibility of the Contractor to ensure that the Subcontractor shall be capable of executing the Subcontract Work efficiently and in accordance with the Scope of Work.

PS 3.2.3 LAWS AND REGULATIONS

The Contractor shall ensure that the Subcontractor(s) complies with the paying all amounts due in respect of his employees and himself in terms of all relevant legislation and regulations including, but not confined to, the

- Income Tax Act, the
- Compensation for Occupational Injuries and Diseases Act,
- Unemployment Insurance Fund,
- Basic Conditions of Employment Act,

PS 3.2.4 RESOURCES TO COMPLETE SUBCONTRACT WORK

Although it is preferred by JW that the Contractor ensure that the Subcontractor(s) supply all required resources such as labourers, equipment, hand tools, power-driven tools if need be, which are required for the execution of the Subcontract Work, however the onus is upon the Contractor to determine the extent of resources the subcontractor shall supply to ensure that the works are completed on time. The agreement between the Contractor and subcontractor is the Contractor's responsibility and JW is indemnified from any agreements entered between Contractor and his Subcontractor (s)

PS 3.2.5 PAYMENT

The Contractor shall ensure that sub-contractor(s) are paid within stipulated time as per the signed Agreement with the subcontractor failure which the Contractor can be reported to the Employers' Supply Chain Department and may prejudice his future employment with Johannesburg Water.

PS 3.2.6 RETENTION MONIES

The Employer will deduct Retention money for the overall works including the Subcontract Work at the percentage stated in the Contract Data.

PS 3.2.7 RESOLUTION OF DISPUTES

Should any dispute between the Contractor and the Subcontractor arise out of the provisions of the Subcontract, or the execution of the Subcontract Work, every effort shall be made by the Parties to resolve the matter themselves without the intervention of the Employer. The agreement signed between the Contractor and Sub-contractor should state dispute resolution procedure, and also address late payment issues should it arise.

PS 3.2.8 PROVISIONAL SUM FOR LOCAL SUBCONTRACTING

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Witness:		Witness:	



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- a) The 30% of the project amount or Work Package shall be set aside as Provisional Sum for Local SMMEs Subcontracting work.
- b) The 10% of the Provisional sum mentioned in (a) above, shall be set aside for Preliminary and General Items of the Subcontractors and which will be limited to Supervision, Tools and equipment, OHS obligation, Comply to COVID 19 requirements and Environmental Management Plan obligations.
- c) For all other facilities such as Site Camp, storage of tools etc. the Subcontractors will use the Contractor's facilities.
- d) The remaining 90% of the Provisional Amount mentioned in (a) above, shall be for actual work.
- e) The Employer's Agent will identify items in the Contractor's BOQ to be subcontracted and a separate BOQ for subcontracting will be prepared during work allocation.
- f) In cases where the Subcontractors rates are high and subcontracting sum is more than what is allowed for in the Provisional amount, then the Contractor's rates will apply.

PS4 CONSTRUCTION

PS4.1 Applicable Standards

PS4.1.1 General Conditions

The "Special Condition of Contract" to be read in conjunction with the "General Conditions for Construction Works 2015 Third Edition (GCC 2015).

PS4.1.2 National standards

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

SANS	Description
-------------	--------------------

28	: Metal ties for cavity walls (1986)
227	: Burnt clay masonry units (2007)

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- 282 : Bending dimensions and scheduling of steel reinforcement for concrete (2004)
- 523 : Limes for use in building (2007)
- 558 : Cast iron surface boxes and manhole and inspection covers and frames (1973)
- 674 : 2008
- 920 : Steel bars for concrete reinforcement (2005)
- 1024 : Welded steel fabric for reinforcement of concrete (2006)
- 1083 : Aggregates from natural sources - Aggregates for concrete (2006)
- 1090 : Aggregates from natural sources - Fine aggregates for plaster and mortar (2002)
- 1200 A : General (1986)
- 1200 AB : Employer's Agent's office (1986)
- 1200 C : Site clearance (1980)
- 1200 D : Earthworks (1988)
- 1200 DB : Earthworks (Pipe trenches) (1989)
- 1200 DK : Gabions and Pitching (1996)
- 1200 G : Concrete (Structural) (1982)
- 1200 GA : Concrete (Small works) (1982)
- 1200 GE : Precast Concrete (1984)
- 1200 L : Medium-pressure pipe lines (1983)
- 1200 LB : Bedding (Pipes) (1983)
- 1200 LC : Cable ducts (1981)
- 1200 LF : Erf connection (water) (1983)
- 1200 LG : Pipe jacking (1983)
- 1200 DM : Earthworks (Roads, Subgrade) (1981)
- 1200 LD : Sewers (1982)
- 1491-1 : Portland cement extenders Part 1: Ground granulated blast-furnace slag (2005)
- 1491-2 : Portland cement extenders Part 2: Fly ash (2005)
- 1491-3 : Portland cement extenders Part 3: Silica fume (2005)
- 1882 : Polymer concrete surface boxes, manhole and inspection covers, gully gratings and frames (2003)
- 50197-1/ : Cement - Part 1: Composition, specifications and conformity criteria for common
- EN 197-1 cement
- 5831 : Presence of chlorides in aggregates
- 5861-2 : Concrete tests - Sampling of freshly mixed concrete (2006)
- 5862-1 : Concrete tests - Consistence of freshly mixed concrete - Slump test (2006)
- 5863 : Concrete tests - Compressive strength of hardened concrete (2006)
- 5864 : Concrete tests - Compressive strength of hardened concrete (2006)
- 5865 : Concrete tests - The drilling, preparation, and testing for compressive strength of cores taken from hardened concrete (1994)
- 0268-1 : Welding of thermoplastics – Welding Processes
- 1476:2009 : Fabricated flanged steel pipework

Reference is made to certain provisions of:

SANS 1921-5 Construction and management requirements for works contracts:

Earthworks activities which are to be performed by hand

SANS 1914-5 Targeted construction procurement: Participation of targeted labour

All the above specifications are not issued with this volume but are available at the Contractor's expense from: Standards South Africa,

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

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Physical Address	Postal Address	Telephone No.	Fax No.	Email Address
1 Dr Lategan Road, Groenkloof PRETORIA	Private Bag X191 PRETORIA 0001	012 428-7911	012 344 1568	sales@sabs.co.za

For "Workmen's Compensation Act" read "Compensation for Occupational Injuries and Diseases Act, 1993 (Act No.130 of 1993)" wherever it appears. For "Machinery and Occupational Safety Act" and "Mines and Works Act" read "Occupational Health and Safety Act, 1993 (Act 85 of 1993)" wherever they appear. For "maintenance period" read "Defects Liability Period in terms of Clause 1.1.1.13 of the General Conditions of Contract, 2010" wherever it appears

PS4.1.3 Other Standards

Other Standard Specifications applicable to this Contract shall be:

- a) ASTM C.309 Type 1 (Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete)
- b) WRC MSCC
- c) City of Johannesburg Metropolitan Municipality, Public Road and Miscellaneous By-laws, Code of Practice for work in the road reserve (COP), Latest Version. **NOTA BENE:** Should any requirement of this COP conflict with any requirement of the standardised or particular specifications the requirements of the COP shall prevail. The COP is available at Johannesburg Roads Agency Offices, Wayleaves Department, Contact number: (011) 298 5000

PS4.2 Particular generic specifications
PS4.2.1 Minimum health and safety requirements

This section of the specifications is to be read in conjunction with the Contract Health and Safety specifications, included as Volume 2. The following requirements shall be deemed minimum compliance requirements to ensure the health and safety of the public and workers during the execution of the Contract:

PS4.2.1.1 Road safety equipment

The internal conduit survey unit shall be provided with:

- a) an amber-flashing beacon, which shall comply with and be operated in accordance with any governing road vehicle lighting regulations or similar.
- b) appropriate sized and quantity of road signs, including delineators and cones which shall be displayed at the works area in accordance with safety regulations or similar.
- c) bright coloured overalls, fluorescent over-jackets and belts for each team member for use at all working times during the day or night.

Employer:		Contractor:	
Witness:		Witness:	



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PS4.2.1.2 Personal safety equipment

The internal conduit inspection unit shall be provided with:

- a) oxygen deficiency and gas detector apparatus, which shall be regularly serviced and operable.
- b) fresh air breathing apparatus, face mask and demand valve, with a sufficient minimum compressed air supply, determined by the duration of manhole and/or conduit entry.
- c) an approved full vertical lift safety harness.
- d) personal equipment per member:
 - i) safety helmet;
 - ii) safety boots;
 - iii) sewer wading boots; and
 - iv) disposable protective gloves.
 - v) Cloth Mask (Triple layer) or Surgical
- e) First Aid Kit suitable to cater for the number of team members.
- f) facilities for washing, including:
 - i) soft soap;
 - ii) disinfectant; and
 - iii) clean water.
 - iv) Hand sanitizer (70% alcohol based)
- g) radio equipment and cellular phone for on site and emergency communication.
- h) fire extinguisher.

PS4.2.2 Traffic control

- a) A traffic control plan shall include detailed diagrams showing the location of all traffic control devices and the length of time for all lane closures, as well as location of any flaggers, as necessary.
- b) One lane of traffic in each direction must be maintained at all times and local streets may only be closed with prior approval of the Employer's Agent.
- c) A written method of handling traffic for each different phase of the project shall be submitted and include both vehicular and pedestrian traffic.
- d) The name and number of the Contractor representative responsible for traffic control shall be made available to solve traffic problems at each job site location.

PS4.2.3 Metric measurement

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

Employer:		Contractor:	
Witness:		Witness:	



Part 3: Scope of Work

PS4.2.4 Site preparation

Prior to any Works commencement the Contractor shall photograph or video tape entire work area. One copy of which shall be given to the Employer's Agent's authorized representative and one copy shall remain with the Contractor for a period of 12 months following the issue of a Completion Certificate. This record shall be used to establish accountability for damages during the execution of the Contract.

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

PS4.2.5 Pipe handling and storage

Pipe shall be handled and stored in accordance with safe lifting practice. The lifting capacity of the equipment shall not be exceeded.

Where slings are used for lifting

- a) timber, timber wedges or sand bags. Pipes shall be placed on timber bearers not more than 1.5m apart. Where pipes are stacked, timber bearers shall be placed between each layer of pipes.
- b) Plastic pipes shall be stored away from contact with chemicals or ground contaminated with chemicals.
- c) Care shall be taken to prevent scoring and scratching of plastic pipes.
- d) Rubber rings for pipe joints shall be stored in a cool area, preferably 20°C or less and away from direct sunlight. They shall be protected to ensure that there is no contact with petroleum products. Styrene butadiene rubber rings shall also be stored away from sources of ozone such as fluorescent lights and electric motors.

PS4.2.6 Inspection of pipes and fittings

Pipeline rehabilitation components shall be checked for damage and flaws immediately before installation, where:

- a) plastic pipes and fittings shall be checked for gouges, cracks, holes, flattening and indentations.
- b) rubber rings shall be checked for tears or any other damage or flaws before making each joint.
- c) concrete pipes shall be checked for cracks or any other damages flaws before making each joint

Damaged or flawed pipes and fittings can only be used if approved by the Employer's Agent. Pipes and fittings considered unsuitable for use by the Employer's Agent shall be removed from the site at the Contractor's expense. The Employer's Agent may approve the repair of any damage where the pipe or joint may be repaired without affecting its performance.

PS4.2.7 Cutting of pipes

Employer:		Contractor:	
Witness:		Witness:	



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Pipes shall at all times be cut square to the barrel of the pipe. For:

- a) rubber ring and solvent cement jointed pipe, the deviation from square shall not be in excess of 5mm.
- b) butt or electro-fusion jointed PE pipes the deviation from square shall not be in excess of 1mm.

Jagged edges shall be removed from pipe ends. Cut edges of rubber ring or solvent cemented plastic pipes shall be bevelled in accordance with the manufacturer's instructions.

PS4.2.8 Acceptability of damaged pipe

Cuts or gouges that reduce the pipe wall thickness in excess of 10% is not acceptable and shall be cut out and discarded.

PS4.2.9 Pipe joining

PS4.2.9.1 Fusion butt-welding

- a) Interpretation
This section shall cover the butt-welding plastic pipes, which shall involve the heating of two pipe ends to fusion temperature and then subsequently joining the two ends by the application of force.
- b) Equipment
The basic parts of the equipment shall be:
 - i) Planing Tool: used to face pipe ends.
 - ii) Heating Plate: used to melt pipe ends
 - iii) Frame: holds on to the pipes to be joined. It has hydraulic cylinders which apply pressure to the pipe joints.
 - iv) Hydraulic unit: has the hydraulic pump, tank, pressure gauges, directional valves, pressure regulation valves.
- v) Data logger: records pertinent process data such as time, pressure and temperature. The data logger ensures that every joint is made properly.
- c) Site preparation

The technician shall ensure that the machine is situated in a dry area, before welding is commenced. The equipment shall not be exposed to rain.

No welding shall be executed during rain, unless an outdoor roofing structure is provided to protect the equipment and process from rain. The technician shall ensure that the equipment does not sit on wet ground.
- d) Pipe preparation
Pipe ends to be joined shall be dry and free from foreign particles.

PS4.2.9.2 Restrained joint couplings

- a) Pipe may be joined using nonmetallic restrained type couplings. Pipe and couplings shall be designed as an integral system and shall be provided by a single

Employer:		Contractor:	
Witness:		Witness:	



Part 3: Scope of Work

manufacturer for maximum reliability and interchangeability. No external pipe-to-pipe restraining devices that clamp onto or otherwise damage the pipe surface as a result of point-loading shall be permitted.

- b) Couplings shall be designed as minimum for use at the rated pressures of the pipe with which they are utilized.

PS4.2.9.3 Electrofusion belt jointing

- a) The appearance of electrofusion belt shall meet the following requirements:
- (i) The surface of the electrofusion belt shall be smooth and free from cavity, impurity or other defects that may have adverse effect on its function.
 - (ii) The heating wire shall be well embedded into the polyethylene and shall be free from breakage and short circuit.
 - (iii) Electrofusion belt side shall be cut properly
 - (iv) The electrofusion belt shall be normally black, other color is allowed when agreed upon by the Client and supplier.
- b) The dimension and tolerance on dimension of the electrofusion belt shall comply with Table below

ID	Minimum Length L(mm)	Width W (mm)	Tolerance on width (mm)	Thickness (mm)	Tolerance on thickness (mm)	Width of heating wire mesh W1 (mm)	Tolerance on width of heating wire mesh (mm)
800	2712	300	+/-10	7	+/-2	100	+/-8
900	3026	300	+/-10	7	+/-2	100	+/-8
1000	3340	300	+/-10	7	+/-2	100	+/-8

- c) Pipe jointing procedure (Electrofusion belt)
- i) Place two pipes butt to butt and align them to make the axes of the two pipes as close as possible.
 - ii) Put the electrofusion belt into the pipes at the jointing position and use electrofusion belt holder to
 - push the electrofusion belt onto the inner wall of the pipes. The overlapping edge and the heating
 - wire terminals shall be positioned at pipe top. The belt shall be equally shared by the two pipes in terms of length.
 - iii) Fill in the space at the overlapping part of the belt with profile modeling PE wedge.
 - iv) Use the electrofusion belt holder to push the electrofusion belt against the pipe wall and make spacing between electrofusion belt and the pipe as less as possible. All pressing shoes of the belt holder shall press and the belt uniformly and soundly.

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- v) Connect the welding control box to the heating element terminal of the electrofusion belt and apply current according to pipe manufacture's technical manual. The specification for current value and the voltage applying time shall be strictly followed. During welding, the current is allowed to decrease continuously and steadily; abrupt decrease or increase of electrical current is not allowed. The surface temperature of the welding zone of the belt shall be uniform along circumference. Careful inspection shall be conducted on the joint when abnormal phenomenon take place, and then proper measures shall be taken accordingly.
- vi) After welding, cool the joint down in the air for not less than 40 minutes. During cooling process the
 - Electrofusion belt holder shall not be taken away and the joint shall not be subject to any external
 - action. After cooling process is finished, disconnect the welding control box and move the specialty machine away.
 - Hand or reciprocating saw may be used to cut the pipe off at site. The exposed steel shall be sealed off with hand held extruder or EVA welding lance after pipe cutting.

PS4.2.10 Launch and reception pits

The required launch and receipt pits for pipe cracking shall be excavated and maintained to minimum dimensions. Said excavations shall be adequately barricaded, shored, braced and dewatered, as required, in accordance with the applicable portions of these specifications, including:

- a) Excavation adjacent to the road pavement shall be performed in a manner to adequately support these facilities.
- b) Pipe entry and receiving areas to provide a gradual entry of the pipe without stress to the pipe or joints and to allow free movement into the hole at an acceptable depth.
- a) Where possible, with regard to size and structural integrity, associated structures are to be utilised for pits for pipe cracking equipment. Alternatively, pits are to be located where possible at property connections OR branch connections OR identified localised repairs positions.
- b) Where approved by the Employer's Agent, channelling and walls of existing associated structures may be altered by the Contractor to insert and receive pipes during operations. Where a continuous length of pipe is to be towed in, such as pipe lengths welded together or a coiled pipe, the launch pit shall be of a size to permit insertion of the continuous pipe length without bending to a smaller radius of curvature than permissible by the manufacturer.
- c) Where a continuous pipe length is to be used, the top of the pipe length to be inserted shall be protected from damage at the entry. The Employer's Agent shall approve the method of protection.
- d) Pits shall be reinstated and cleared of all plant, material and debris prior to moving to other sites.

PS4.2.11 No surface disturbance

Pipes installed by means of bursting or pipe cracking shall be in a manner that does not cause upheaval, settlement, cracking, movement or distortion of surface features.

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Contractor to maintain close observation to detect any settlement or displacement of surface and/or adjacent facilities: In the event of settlement or displacement the Contractor is to notify the Employer's Agent immediately, whilst maintaining safe conditions and prevent any further damage from occurring.

PS4.2.12 Damage to services or structures

The Contractor shall satisfy the Employer's Agent that pipe cracking operations shall not have a detrimental effect on adjacent services or structures.

Where the Employer's Agent determines that services adjacent to the existing pipe shall be damaged by pipe cracking, such services shall be exposed and protected.

Services or structures identified by the Employer's Agent, as being damaged by pipe cracking operations shall be repaired at the Contractor's expense.

PS4.2.13 Encountering of water during operations

The Contractor is to provide and maintain a water removal system that has sufficient capacity to remove all encountered water, during operation, in particular during pipe cracking. Such system(s) shall ensure that soil particle removal is kept at a minimum.

PS4.2.14 Post inspection of pipe cracking technology implemented and associated works

The Contractor shall inspect the pipes installed by pipe cracking methods within 7 days after fully completing works, including new installations, backdrops, and property and lateral connections. Any and all damages to the Works, irrespective of the cause, where such survey is executed outside the aforementioned time span shall be repaired at the expense of the Contractor.

The survey shall capture the full extent of the rehabilitative Works, ensuring that:

- a) the full length of new installation works is captured;
- b) a measurement of the installed pipe circumference is taken every 10m and at intermittent locations where the installed pipe is deformed;
- c) all localized repair sites are captured;
- d) all associated structure connections are captured;
- e) all launch and receipt pit sites are captured; and
- f) any and all defective work is captured, i.e. pipe deformations, pipe tears, non-connected property and branch connections, non-connected backdrops

PS4.2.15 Testing of pipe cracking method implemented and associated works

The Contractor shall be required to test the replacement pipe at various staged tests:

- a) **First test:** a tensile strength test shall be performed on minimum 10% of all site performed joints, where the pipe shall be exposed to pulling and shearing forces during installation. Similarly a compression resistant test shall be performed on minimum 1 or 10% (whichever is greater) of all site performed joints, where the pipe shall be exposed to pushing and shearing forces during installation.
- b) **Second test:** a low-pressure air test, shall be performed before the pipe is sealed in place at the manholes and chambers, and before any property or branch

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reconnections have been made or performed. The purpose of this test shall be to check the integrity of joints that have been made, and to verify that the replacement pipe has not been damaged during installation.

- c) **Third test:** a smoke test, shall be performed for the non-pressured pipes and property connections, performed after all property connections have been completed for a particular manhole length.
- d) **Fourth test:** a CCTV camera survey, shall be performed to provide a visual assessment of the interior of the replaced pipe.

Additional acceptance testing following the applicable test procedures shall be performed by the Contractor, if required.

Any detects or poor workmanship shall be corrected at the Contractor's expense.

PS4.2.16 Acceptance of pipe cracking method implemented and associated works

The Employer or Employer's Agent or their duly authorized representatives shall only accept pipe cracking technology implemented and associated works if the complete installed pipe length section has been surveyed by CCTV camera after installation, and the results indicate no defaults, including but not limited to:

- a) CCTV camera post survey complying with minimum post inspection requirements as specified in sub-clause PS4.2.14 (*Post inspection of pipe cracking technology implemented and associated works*).
- b) All excess internal and external excess weld beads have been removed, for pipes.
- c) No compromised pipe gradient in gravity mains.
- d) No reduction circularity of pipe, in excess of 5mm.
- e) All pipe associated structure connections have been properly completed, including all benching restatement and annulus grouting.
- f) No groundwater infiltration.
- g) No leakage of conveyed fluids.
- h) All property or branch connections or backdrops have been properly reinstated and are completely unobstructed.

Additionally all test results as required for the applicable technology application shall be submitted to, and approved by, the Employer's Agent prior to the acceptance of the works.

PS4.2.17 Site restoration

Following all Works completion, the Contractor shall disassemble all equipment and restore the site to original condition. Any noticeable surface defects, due to the executed Works, shall be repaired by the Contractor.

All excavations shall be backfilled and compacted to minimum density of 95% MOD ASSHTO, unless otherwise instructed by the Employer's Agent.

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PS4.2.18 Assess and record pipe infrastructure

Evaluating the condition of sewer infrastructure is important in order to facilitate educated decisions on scheduling required rehabilitation or the next survey. Thus, surveyed infrastructure is to be compared to their observed structural and functional integrity, from the best condition just after installation, to the worst condition just before rehabilitation work is required. Assessment and recording shall include, but not be limited to:

- a) size, material type, and depth of each infrastructure, referenced from the top of the manhole frame to the invert of the sewer conduit;
- b) structural condition of walls;
- c) condition of conduit joints, and lateral connections;
- d) explanations for water level fluctuations;
- e) any blockage or obstructions located within the infrastructure;
- f) infiltration; and
- g) photographic prints shall be taken of sewer infrastructure, highlighting all significant structural and/or operational deficiencies.

PS4.2.19 Conduit cleaning

PS4.2.19.1 Objective of cleaning

The objective of cleaning the sewers shall be to expose the fabric of the conduit by removing the silt, grease and debris so that it can function properly or an accurate assessment of its condition can be made by means of CCTV surveying.

The Contractor shall note that:

- a) certain conduits may not require excessive cleaning before the CCTV survey, however all sewer pipes where CCTV surveying is to be conducted under this Contract shall be cleaned by high pressure water jetting or other methods as agreed with the Employer's Agent or his duly authorized representative.
- b) During cleaning of pipelines, the flow of sewage shall be maintained by over-pumping.
- c) On completion of the cleaning, the Contractor shall ensure that all his equipment, debris, silt and grease are removed from the conduit and that each conduit is cleaned and free of any foreign obstruction to ensure free flowing of the sewage.

PS4.2.19.2 Working site

- a) The workspace required to successfully clean conduits shall be kept at a minimum. Thus, plant and equipment not used is to be removed from the work site to minimize disruption to traffic and the general public.
- b) The working area is to be free of debris when the Contractor leaves the site at the end of each shift.
- c) Open manholes, machinery and standing equipment are to be protected to ensure the safety and convenience of traffic, the general public or other at all times.

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PS4.2.19.3 Cleaning units

The Contractor shall provide:

- a) sufficiently suitable cleaning units, of adequate capacity, in good condition, including standby unit(s) in the event of breakdown, in order to complete the works within the allocated shift and ultimately within the Contract Period.
- b) cleaning units capable of operating up to 200m from the point of access to the conduit.
- c) only units that comply with the safety requirements as detailed in his approved health and safety plan.
- d) only cleaning equipment that has been approved by the Employer's Agent or his duly authorised representative.

PS4.2.19.4 Operational requirements

The Contractor shall provide cleaning units that:

- a) carry a sufficient number of guides and rollers, such that when cleaning, all bends are supported away from conduits and manhole structures.
- b) shall be operated in such a manner to prevent sewer overflows. Where flows in the conduit are such that the overflow shall occur during the cleaning operations, the Contractor shall make arrangements to prevent the premature overflow or stop operations until such flows are reduced to allow cleaning to continue.
- c) have a system of silt, grease and debris removal, capable of operating in such a manner as to minimise the obstruction to pipeline flow and the cleaning operations.

PS4.2.19.5 Arising

The Contractor shall:

- a) remove all silt, grease, debris, detritus, litter deposits, bricks, rocks, etc (herein referred to as arisings) that is lodged in the lengths of the conduit required to be surveyed or repaired or as otherwise directed by the Employer's Agent or his duly authorised representative. Such material shall be caught and collected in a trap located at the manhole from where the conduit is being cleaned.
- b) deposit all arisings in a suitable closed container, of a type and capacity as he deems necessary to comply with the health and safety requirements and the Contract Period.
- c) programme the works in such a manner that the cleaning operations are not delayed through a lack of an empty container in which arisings are to be deposited.

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- d) bear in mind that it may not always be possible for the container to be sited immediately adjacent to the manhole from which arisings are being removed and should allow for the fact that 'double handling' of arising may be necessary. Double handling shall be executed in a safe and efficient manner.
- e) make his own arrangements for the disposal of arisings, but shall dispose of such arising in a manner that is safe and efficient in the opinion of the Employer's Agent or his duly authorised representative.
- f) if pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that may prevent the installation process and it cannot be removed by conventional pipe cleaning equipment, then the Contractor shall make a localized "point" repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Employer's Agent's representative prior to the commencement of the work.

PS4.2.19.6 Winching equipment

The Contractor shall:

- a) provide conventional power winching equipment, approved by the Employer's Agent or his duly authorised representative, with ancillary equipment, winching buckets, breakers, scrapers, tools and safety apparatus for cleaning conduits.
- b) undertake dredging of conduits by passing various sized buckets through the pipeline to physically remove accumulated arisings. The maximum size of the winch bucket used shall be a diameter of 90% that of the conduit up to a maximum of 600mm. However, the Contractor shall:
 - i) note that as a result of the sizes of the manhole covers and access restrictions that the afore-mentioned maximum bucket size may not always be practical.
 - ii) ensure his working procedure shall not be unduly affected by such restrictions.
- c) incorporate torque limiting device in winches to prevent the breaking of winching lines in the event of the line becoming jammed by obstructions in the conduit.
- d) ensure that all winches are stable with either lockable or ratcheted drums, where operational equipment is towed by winch and bound through the conduit. All:
 - i) bonds shall be steel or an equally non-elastic material to ensure smooth and steady progress of the equipment.
 - ii) winches shall inherently be stable under loaded conditions.
- e) provide power boring equipment and/or winching equipment including cables, lines, props and tools where conditions dictate.
- f) provide equipment capable of operating efficiently in the conduit sizes stated and manhole lengths pipelines up to distances of 200m between adjacent manholes.
- g) be prepared at all times to use push rods, mechanical boring equipment or other methods to pass a leading line through the conduit prior to commencing dredging

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operations with the winching equipment, should flows be full or in surcharged condition.

- h) work in such a manner that excessive quantities of arisings are not allowed to pass downstream from any section of the manhole length being cleaned, necessitating the cleaning of such section. Should this occur, as a result of negligence on the part of the Contractor, the cost to clean the additional section of pipeline or re-cleaning of an already cleaned section shall be at the expense of the Contractor.
- i) generally ensure that dredging operations in a particular section of sewer proceed in a downstream direction.
- j) ensure that any item of plant or equipment associated with the work which may cause obstruction to the flow in the drain is removed from the pipeline at the end of operations or at meal breaks each day. However, the Contractor shall be allowed to leave a line or winching cable through the pipeline during temporary breaks in the operations.
- k) demonstrate the successful cleaning of conduits by means of the CCTV survey.

PS4.2.19.7 Pressure jetting equipment

- a) The Contractor shall ensure that the equipment used is sufficient for the purpose of attaining the degree of cleanliness required to facilitate a successful CCTV survey or sewer operations. The Contractor shall take due care to avoid structural damage to the conduit during cleaning operations. Thus, he shall adhere to the following minimum criteria:
 - i) work from downstream manhole, unless otherwise authorised by the Employer's Agent or his duly authorised representative.
 - ii) do not exceed maximum holding/stationary time of 60 seconds of nozzle.
 - iii) adhere to the following minimum flow rates for applicable pipeline diameters:

Minimum flow rate (l/s)	Maximum recommended conduit diameter (mm)
0.4	225
1.5	450
3.0	900
4.5	1000

- iv) adhere to the following pump pressure that shall be applied to conduits with the following properties:

Structural Condition*	Conduit material	Maximum pump pressure (bar)
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1,2	Pitch fibre, brick masonry	100
1,2	Plastic (PE, PP and PVC)	180
1,2	Asbestos cement, clay, concrete	340
3	Pitch fibre, brick masonry	100
3	Plastic CPE, PP, PVC, asbestos cement, clay concrete	130
4,5	All	80

Note *: Structural grading is in accordance with the Sewer Rehabilitation Manual, WRC (2004)

- b) The jetting unit shall be capable of jetting a minimum distance of 100m either upstream or downstream from a manhole, with a nominal hose size of 25mm diameter.
- c) Successive passes using the pressure jetting technique shall be used with the silt removed at manholes until such time that the conduit is clean.
- d) Pass rates for the jetting head shall be at a consistent speed avoiding jerking and excessive variations. Typical pass rates being 100mm to 200mm/second. The hose reel shall be power driven in the rewind directions.
- e) The Employer's Agent or his duly authorised representative shall approve the jetting equipment proposed to be used by the Contractor, which shall be categorised from:

Category	Machine type	Capacity (liters/minute)	Pressure* (Bar)
		Min - Max	Min - Max
1	High pressure/ low volume trailers	41 – 155	210 – 700
2	High pressure/ low volume – mini	41 – 155	210 – 700
3	High pressure / high low volume – non HGV/HGV jetter/ combination	38 – 160	210 – 350
4	Low pressure / high volume – HGV	113 – 213	103 – 138
5	Low pressure/ high volume – combination	110 – 380	120 – 210
6	Low pressure / high volume – super combination	340 – 770	138 – 180
7	Low pressure/ high volume – separate jumbo jetter/ suction units	340 – 700	137 – 170

Note *: Maximum operating pressure for nozzles other than pencil type jets shall not exceed 340bar

NOTA BENE: The Employer typically uses jetting equipment with 120 bar pressure and 300 litres/minute

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- f) Jetting units fitted with an airflow suction unit for removal of accumulations from the conduit, shall be capable of removing materials such as sludge, silt and bricks from depths up to 10m with a minimum suction of 70m³/minute. A tank with minimum capacity of 5m³ shall be provided by the Contractor and be capable of decanting collected fluids back to the conduit. The suction hose of such system shall have a minimum internal diameter of 150mm.
- g) Jetting equipment shall be calibrated prior to works on site by an approved body or a party such as the supplier, and the Contractor shall provide calibration certificates made available for inspection by the Employer's Agent or his duly authorised representative.
- h) Equipment, in particular the nozzles and pressure relief valves, shall also be maintained on a regular basis in accordance with the manufacturer's specifications. The Contractor shall make available to the Employer's Agent or his duly authorised representative on a monthly basis, copies of his maintenance certificates and/or schedules.
- i) An automatic pressure relief valve shall be incorporated on the pump discharge chamber to prevent the pressure exceeding the safe maximum for the whole system. This may take the form of:
 - i) a pressure relief valve or bursting disc in holder; or
 - ii) an automatic pressure regulating valve (unloading valve).

PS4.2.20 Internal pipe CCTV surveying

PS4.2.20.1 CCTV equipment

A CCTV survey shall be performed on all laid sewer pipes.

The Contractor's CCTV equipment, at minimum, shall:

- a) be capable of surveying a minimum continuous conduit length up to 350m where entry to the pipe is obtained at each end, or up to 150m where a self-propelled unit is used where entry is at one end only.
- b) be a complete range of CCTV survey equipment to enable surveying of difficult locations such as steep slopes and sewer backdrops to be surveyed under safe working conditions.
- c) use colour cameras with pan and rotate heads with forward and side viewing capabilities, to enable the internal conditions of junctions and connections to the conduit to be surveyed closely.
- d) contain a means of transporting the CCTV camera in a stable condition through the conduit being surveyed. Such equipment shall ensure the maintained location of the CCTV camera on or near to the central axis of the conduit.
- e) where the CCTV camera is towed by a winch and bond through the conduit, have stable winches with either lockable or ratcheted drums. All bonds shall be steel or of an equally non-elastic material to ensure the smooth and steady progress of the CCTV camera. All winches shall be inherently stable under loaded conditions.
- f) carry sufficient numbers of guides and rollers such that, when surveying, all bonds are supported away from the conduit and manhole structures and all CCTV cables and/or lines used to measure the camera's location within the conduit are maintained

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in a taut manner and set at right angles, where possible, to run through or over the measuring equipment.

- g) be maintained in full working condition and shall satisfy the Employer's Agent or his duly authorised representative at the commencement of each working shift that all equipment items have been provided and are in full working condition and fully calibrated in accordance with the manufacturer's recommendation.

PS4.2.20.2 Camera position

The Contractor shall ensure:

- a) wherever prevailing conditions allow, that the camera shall be positioned to reduce the risk of picture distortion. The camera lens shall be positioned looking along the axis of the conduit. A positioning tolerance of +/-10% of the vertical conduit dimension shall be allowed. In addition, the camera shall be positioned so that the long side of the photograph is horizontal.
- b) that when a photograph or video print is taken to illustrate a specific defect during the CCTV survey it may be necessary to relax the afore-mentioned requirements. Where a photograph print is taken to illustrate a specific defect it shall occupy the central part of the photograph print and be clearly in focus and accurately reflect the defect. If necessary a second photograph print shall be taken at the location to put the defect depicted in the specific photograph prints into perspective in the overall context of the pipe.
- c) that photograph or video prints to illustrate the degree of mortar loss, size of a crack or fracture, size of a void or any other quantifiable defects shall include a suitable metric scale in the photograph, are clearly visible and in focus within the photograph or print.

PS4.2.20.3 Camera speed

The Contractor shall ensure that the:

- a) speed of the CCTV camera in the conduit shall be limited to:

Conduit diameter	Camera speed
≤ 200mm	0.1m/s
> 200mm and ≤ 300mm	0.15m/s
> 300mm	0.2m/s

Alternatively such other speed shall be allowed as agreed with the Employer's Agent or his duly authorised representative to enable all details to be extracted from the video recordings.

- b) camera shall be 'stopped' for a few seconds to ensure that an accurate and clear record is taken whenever defects are being noted on the coding sheet.

PS4.2.20.4 Linear measurement

The Contractor shall ensure that:

- a) the CCTV monitor display shall incorporate an automatically updated record in metres and tenths of a metre of the meterage of the camera position from the cable calibration point which shall be referred to as the 'adjusted zero'.

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- b) he utilises a suitable metering device which enables the cable length to be accurately measured, which shall be accurate to +/- 1% or 0.3m whichever is the greater. Testing of the cable shall be done before any works in a shift.
- c) he demonstrates that the tolerance in the afore-mentioned sub-clause is being complied with using one or both of the following methods, where practical, in conjunction with a linear measurement audit form which shall be completed and submitted to the Employer's Agent or his duly authorised representative each day during the CCTV survey:
 - i) use of a cable calibration device, and/or
 - ii) tape measurement of the surface between manholes, centre-to-centre.
- d) when requested by the Employer's Agent or his duly authorised representative in writing at any time during the course of the survey, he shall demonstrate that the above tolerance is being complied with. The device used by the Contractor to measure the distance along the conduit shall be compared with a standard tape measure and the results shall be noted. Where the Contractor fails to meet the required minimum standard of accuracy, the Employer's Agent or his duly authorised representative shall instruct him to:
 - i) provide a new measuring device; and
 - ii) re-survey those conduit lengths first inspected with the original measuring device recording inaccurate measurements using the new replacement measuring device, the cost of which shall be for the account of the Contractor.

PS4.2.20.5 Data display, video recording and start of survey

- a) At the start of each manhole length being surveyed, the conduit length from zero chainage up to the cable calibration point shall be recorded and reported in order to obtain a full record of the conduit length.

The meterage reading entered onto the data display at the cable calibration point must allow for the distance from the start of the survey to the cable calibration point such that the meterage at the start of the survey is zero.

The survey team leader shall ensure that the meterage counter starts to register immediately when the camera commences the survey (thus to move).

- b) At the start of each manhole length a data generator shall electronically generate and clearly display on the viewing monitor and video recording a record of data in alpha-numeric form containing the following minimum information:
 - i) automatic update of the CCTV camera's meterage position in the conduit from 'adjusted zero';
 - ii) conduit dimensions;
 - iii) conduit classification (sewer, water, and stormwater drainage);
 - iv) conduit material;
 - v) manhole prescribed reference number;
 - vi) direction of survey (upstream or downstream);
 - vii) time of survey start;
 - viii) road name or location;
 - ix) date of survey; and
 - x) name of qualified operator.

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NOTA BENE: The size and position of the data display shall be such as not to interfere with the main subject of the recording picture.

- c) Once the survey of the manhole length is under way, the following minimum information shall be continuously displayed and updated:
 - i) automatic update of the CCTV camera's meterage position in the conduit from 'adjusted zero';
 - ii) conduit dimension;
 - iii) conduit material;
 - iv) manhole length reference numbers; and
 - v) direction of survey (upstream or downstream).
- d) The Contractor shall demonstrate the:
 - i) correct adjustment of the recording apparatus and monitor by use of the test tape or other device approved by the Employer's Agent or his duly authorised representative; and
 - ii) demonstrate satisfactory performance of the camera by the recording of the appropriate test device at the commencement of each day for a minimum of 15 seconds.
- e) All video recording media shall be:
 - i) supplied by the Contractor;
 - ii) the best suitable quality, new and unused prior to recording; and
 - iii) of a DVD format, with a minimum running time to ensure that a full manhole length survey is always contained on a single DVD.

The disc shall be usable on the same diameter platter as a CD, 120mm diameter.
- f) CCTV survey video recordings shall also be convertible to CD-ROM digital formats.

PS4.2.20.6 CCTV picture quality

The Contractor shall:

- a) ensure the CCTV camera shall have suitable illumination and shall be capable of providing an accurate and clear record of the conduit's internal conditions.
 - b) submit to the Employer's Agent or his duly authorised representative for approval a test device for the CCTV camera equipment and make available on site for the duration of the Contract Period, enabling all tests specified in this clause to be checked by the Employer's Agent or his duly authorised representative
- The test card shall be Marconi Resolution Chart No. 1 or its derivatives with a colour bar, clearly differentiating between colour with no tinting to show white, yellow, cyan, green, magenta, red, blue and black.

At the start of each working shift, the camera shall be positioned centrally at right angles to the test card at a distance where the full test card just fills the monitor screen, ensuring that the edges of the test card's castellations coincide with the edges of the horizontal and vertical scan. The card shall be illuminated evenly and uniformly without any reflection. The illumination shall be to the same colour temperature as the colour temperature of the lighting that shall be used on the CCTV camera in the conduit. The test shall be recorded, for at least 15 seconds, and submitted to the Employer's Agent or his duly authorised representative on a daily basis. The recording shall show the camera being introduced into the test device and reaching its stationary position.

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The Contractor may, propose alternative test devices, for the approval by the Employer's Agent, that will yield at minimum the same or a better result.

- c) ensure the electronic systems, television camera and monitor shall be of such quality as to enable the following to be achieved:
- i) **Shades of grey**
They grey scale shall show equal changes in brightness ranging from black to white with a minimum of five clearly recognisable stages.
 - ii) **Colour**
By adjusting the monitor control for corrected saturation, the 6 colours plus black and white shall be clearly resolved with the primary and complementary colours in order of decreasing luminance. The grey scale shall appear in contrasting shades of grey with no tint.
 - iii) **Linearity**
The background grid shall show squares of equal size, without convergence over the whole of the picture. The centre circle shall appear round and have the correct height/width relationship (+/-5%).
 - iv) **Resolution**
The live picture must be clearly visible with no interference and capable of registering a minimum number of television lines or picture height lines. The resolution shall be checked by the Contractor with the colour monitor turned down. In the case of tube cameras this shall be 350 lines and in the case of CCD type cameras 250 lines.
 - v) **Colour constancy**
To ensure the camera shall provide similar results when used its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure colour constancy, generally no variation in illumination shall take place during the survey.
 - d) note that the Employer's Agent or his duly authorised representative may periodically check both the live and video picture colour consistency against the colour bar. Any differences shall necessitate re-survey of the affected conduit length(s) at the Contractor's expense.
 - e) ensure as little quality loss as possible by making certain that conversion and compression of footage shall be limited to only what is needed to provide the required product. The footage recorded shall be compressed only enough to ensure that the required picture quality is achieved. The image data shall not be compressed to, or recorded at a lower resolution/quality and subsequently resized to meet the required resolution/image size.

PS4.2.20.7 Video playback

Recording playback of CCTV camera surveys shall be capable of a minimum resolution of a 720x576 lines recorded at standard speed and be played back at a bit rate of minimum 6 Mbit/s and at 25 frames per second.

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PS4.2.20.8 Focus or iris or illumination

The adjustment of focus and iris shall allow optimum picture quality to be achieved and shall be remotely operated. The adjustment of the focus and iris shall provide a minimum focus range of 150mm in front of the camera's lens to infinity. The distance along the conduit in focus from the initial point of observation shall be a minimum of twice the vertical height of the conduit. The illumination shall be such as to allow an even distribution of the light around the conduit perimeter without the loss of contrast, flare out picture or shadowing.

PS4.2.21 Photographs and video prints
PS4.2.21.1 Required photographs and video prints

Photographs and video prints shall be provided for:

- a) water and sewer pipelines:
 - i) all junctions and connections defective or otherwise (as defined in the WRC MSCC, including cracks, fractures, holes, broken conduits, deformation, collapse and severe joint displacement or open joints). **PRINTS AND PHOTOGRAPHS, where the latter is possible**
 - ii) continuous defects, at the beginning of the defect thereafter at the 5m intervals. **PRINTS ONLY**
 - iii) in addition to the requirements of sub-clauses PS4.2.21.3 (Camera position) video prints, at maximum 25m intervals for each manhole length as a record of the general condition of the pipeline. **PRINTS ONLY**
- b) all manholes or chambers or pits: all junctions and connections and other appropriate features. **PRINTS AND PHOTOGRAPHS, where the latter is possible**

PS4.2.21.2 Format

Photographs and CCTV video prints shall be provided on both electronic and hard copy format.

PS4.2.21.3 Quality and size

Photographs and CCTV video prints shall:

- a) have high quality colour; and
- b) be minimum 80X60mm in size, or as otherwise agreed with the Employer's Agent or his duly authorised representative.

PS4.2.21.4 Record of photographs and video prints

Photographs and video prints shall be supplied in hard copy format in card index files. All photographs or prints relating to a particular manhole length shall be kept together and in order of chainage (prescribed interval) sequence. Each manhole length shall be clearly identified by inserting a divider (metal, cardboard or plastic). The divider shall have an annotation on the top face to show the start manhole number and the finish manhole number to the annotation specification laid out in sub-clause PS4.2.7.5 (Photographs and video print annotation). The annotation of the finish or start manhole shall be clearly visible when all photographs or prints are installed in the drawer. Each drawer shall contain approximately 20 photographs or prints, however, every effort shall be made to ensure that a complete manhole length's photographs or prints is always filed together.

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PS4.2.21.5 Photographs and video print annotation

An annotation shall be provided on all issued photographs and video prints that shall:

- a) clearly identify the location (manhole reference), survey direction, chainage (in relation to the referenced manhole), print number and date;
- b) be clearly visible and in contrast to its background;
- c) have black type-printed Arial-type font with a size no greater than 5mm; and
- d) not interfere with the subject of the photograph or print.

PS4.2.22 CCTV camera operator qualifications

ONLY CCTV camera operators who have successfully attained the appropriate qualification, such as the WRC Level of Qualification for CCTV Operators or have completed an accepted alternate recognised training program shall be permitted to operate inspection equipment. A valid copy of the WRC Operators Certificate for each operator shall be submitted to the Employer's Agent at least 10 days before commencement of the CCTV survey parts of the works.

Where no recognized qualification authority exists to facilitate such training and accreditation the Contractor shall provide conclusive proof that the proposed operator has minimum of 5 years of successful experience, having successfully completed at least 100km of water and sewer pipe surveys, in all aspects of water and sewer survey and capable of making accurate observations and recording all conditions that may be encountered in the water and sewer pipes.

PS4.2.23 Picture quality, camera, video recorder and monitor

The Contractor shall provide the test device(s) to enable practical demonstration of the quality of the video recordings, video prints and photographs that shall be provided for the duration of the Contract Period. Test devices for cameras shall utilise the Marconi Resolution Chart No.1 or its derivatives, or such device as may be approved by the Employer's Agent or his duly authorised representative.

PS4.2.24 Condition grading

Evaluating the rate of conduit deterioration is important in order to facilitate educated decisions on scheduling required rehabilitation or the next survey. Thus, surveyed conduits are to be assigned condition grades according to their observed structural and functional integrity, from the best condition just after installation, to the worst condition just before rehabilitation work is required.

The Contractor shall be required through the use of CCTV cameras to video survey, record and assess the condition of water and sewer conduits according to WRC defect coding standards contained in the MSCC, including but not limited to:

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- a) structural condition of conduit walls. Length, size, material type, and depth of each conduits (all depths) shall be referenced from the top of the manhole frame to the invert of the conduit being inspected;
- b) any blockage or obstructions located within the conduit;
- c) condition of conduit joints, and lateral connections;
- d) any change in conduit diameter or conduit materials encountered in the manhole length;
- e) report on grade of conduit as to whether it is uniform or whether there appears to be sectional settlement or grade changes;
- f) infiltration;
- g) explanations for water level fluctuations;
- h) location and condition of property connections, **including pan and tilt of all junctions/connections** unless otherwise specified by the Employer's Agent or his duly authorized representative; and
- i) video prints shall be taken of all significant structural and/or operational deficiencies.

PS4.2.25 Water infiltration measurement

Where water infiltration is identified during the internal conduit survey process the Contractor shall measure infiltration, while the block or bypass is still in place, by:

- a) isolating the sewer section using an appropriate sized weir.
- b) stabilizing the rate of flow through the weir for 10 minutes before taking measurement.

The Contractor shall formally report the measurements to Employer's Agent or his duly authorized representative upon inspection completion.

PS4.2.26 Manhole repair and/or rehabilitation

PS4.2.26.1 Invert protection

The manhole invert shall be covered during repair and/or rehabilitation operations to prevent loose materials from collecting in the invert and flowing in the water and sewer conduit.

PS4.2.26.2 Surface preparation

Prior to any work inside of a manhole, all interior walls and invert and benching surfaces shall be cleaned, using a minimum 600Bar water blast to remove all foreign matter and loose material. If all deposits have not been removed, a 10% solution of hydrochloric (muriatic) acid shall be applied by spraying from above the manhole. Manholes treated with acid solutions shall be thoroughly flushed and allowed to dry. The mixing, application, and removal of the acid solution shall be in strict accordance with the manufacturers' specifications and recommendations. *All safety procedures and protective devices applicable to the handling of the acid shall be strictly adhered to.*

PS4.2.26.3 Steps

Manhole step repair shall include, as directed by the Employer's Agent or his duly authorised representative:

- re-securing existing steps, where such is loose and still in a proper condition; and
- replacing missing or damaged steps.

The Contractor shall remove the existing steps where required, drill the necessary holes and perform all other work to install and anchor the repaired and/or replacement steps. Where applicable, the metal portion of any replaced steps shall be removed completely.

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PS4.2.26.4 Manhole bottom repair and/or rehabilitation

The flow channel shall be checked for leaks, cracks, spalls or other discrepancies by plugging the upstream side and visually inspecting the channel. If additional benching or invert repairs are identified and deemed necessary, repairs shall be made so as to make the surface smooth and provide smooth flow through the manhole.

Bottom repair and/or rehabilitation shall include the replacement of the channel, with only earthenware or a similar approved quality product, and patching of the invert and benching areas in the manholes using a single component, ready to use with water, quick set, high strength polymer modified cementitious patching mortar for horizontal and vertical repair of concrete and masonry under water. Minimum physical properties of such component shall include:

Compressive Strength	1 day	>19 MPa
	7 day	> 31 MPa
	28 day	> 40 MPa
Flexural Strength	1 day	> 4 MPa
	7 day	> 5 MPa
	28 day	> 6 MPa
Slant Shear Bond Strength	7 day	> 8 MPa
	28 day	> 11 MPa

Note: No epoxy used.

The invert shall have a minimum depth through the manhole equal to ½ the diameter of the water and sewer conduit, with the bench sloping upward toward the manhole walls at 10%. All loose and deteriorated material shall be removed from the work site and properly disposed of by the Contractor.

PS4.2.26.5 Stopping active manhole wall leaks

Manhole wall repair shall include the sealing of all leaks (visible or non-visible to the eye) in the manhole. Wherever heavy liquid infiltration is present due to high ground water and which cannot be reasonably stopped, 15mm diameter holes shall be drilled at adequate intervals around the base of the manhole wall to relieve outside pressure. All pressure leaks shall be sealed with a rapid setting material that bonds both mechanically and chemically to saturated surfaces. This compound shall:

- a) be capable of setting in approximately 45 to 90 seconds;
- b) be a fast setting plug to stop flowing water in masonry and concrete;
- c) be a single component, expanding, polymer modified hydraulic cement based formulation;
- d) plug and stop water under pressure, or slow seeping water through openings in masonry or concrete; and
- e) maintain a positive volume and become a permanent part of the surface in which it is embedded.

Minimum physical properties of such component shall include:

Compressive Strength	Obtains 50% of strength in just over 24 hours
----------------------	---

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Tensile	Final compressive
Strength	strength > 34.5 MPa
Length	Final tensile strength
Change	> 2 MPa
	0%

Once the walls have been rehabilitated, the drilled holes shall be plugged with a cementitious compound, a mixture of a liquid admixture and cement capable of producing an extremely rapid setting plastic material capable of stopping pressure leaks in concrete and masonry structures.

PS4.2.26.6 Surface stabilisation of concrete manholes (where necessary)

Once all infiltration of water has been stopped on a concrete manhole and there is evidence of deteriorating concrete, a clear, odourless, inorganic liquid polymer shall be applied to the entire manhole surface for impregnating and hardening the surface. The polymer shall be applied to a clean, dry, sound surface and in accordance with manufacturer's directions.

PS4.2.26.7 Patching masonry walls

Patching of manhole walls shall be required in areas where large voids exist including missing bricks, cracks, spalls in manhole walls, around steps, frames, conduits and mortar joints. All cracked or disintegrated material shall be removed from the area to be patched exposing a clean, sound substrate. Under no circumstances shall water plug type materials be used for general patching. Patching shall be with a single component, ready to use with water, quick set, high strength polymer modified cementitious patching mortar for horizontal and vertical repair of concrete and masonry under water. Minimum physical properties of such component shall include:

Compressive Strength	1 day	>19 MPa
	7 day	> 31 MPa
	28 day	> 40 MPa
Flexural Strength	1 day	> 4 MPa
	7 day	> 5 MPa
	28 day	> 6 MPa
Slant Shear Bond Strength	7 day	> 8 MPa
	28 day	> 11 MPa

Note: No epoxy used.

PS4.2.26.8 Manhole waterproofing

Where so required the Contractor shall waterproof the complete sewer manhole either through a brush or spray application.

The waterproofing product/agent shall:

- be a repair mortar for applications requiring additional tensile strength or where shrinkage crack control is warranted;
- be inorganic;
- have nylon fibers;
- produce the highest quality mortar for spray or manual application in appropriate thick sections; and

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- e) be designed for negative side and positive side waterproofing applications.

The waterproofing system shall be applied from the invert to manhole frame to a dampened substrate.

PS4.2.26.9 Manhole frame and cover repair or replacement

Leakage is common with manhole frames and covers, in particular with super-imposed stormwater drainage conduit, including water entering through the holes in the cover, through the space between the cover and the frame, and subsurface water entering under the manhole frame.

All existing manholes shall be assessed for water tightness at the frame and cover. Where required the frame and cover shall be sealed by either:

- a) replacing such with new watertight frame and cover, including:
 - i) removal and disposal of the existing frame and cover;
 - ii) adjustment bricks, blocks and mortar; and
 - iii) inserting and leveling new frame and cover per the standard detail drawings.
- b) sealing existing covers through the use of rubber cover gaskets and rubber vent and pick holes plugs; or
- c) installing watertight inserts under the existing manhole covers, where the selection of watertight inserts (plastic, fibreglass, stainless steel) must consider installation condition's (non-traffic or heavy traffic) effect on the required strength and durability of the insert.

PS4.2.26.10 Partial reconstruction of manholes

Reconstructing of manhole shall consist of the work necessary to:

- a) bring the manhole frame and cover to grade, where concrete sections or layers of brickwork must be removed for lowering or added for raising/lifting;
- b) reconstruct a portion of the manhole as specified with no change in line or grade; and
- c) tap one or more additional pipes into an existing manhole.

PS4.2.26.11 Structure connections

All conduits to structure connections shall be watertight, in particular for sewer systems. Thus:

- a) conduit barrel at the spring line shall not extend more than 25mm beyond the inside face of structure.
- b) to maintain flexibility in the connection, a 25mm space shall be left between the end of the conduit inside the manhole and the concrete channel; this space shall be filled with waterproof flexible joint filler, as specified in sub-clause PS4.2.27.5 (*Stopping active manhole wall leaks*)
- c) the connection, to ensure a proper bond between the replacement pipe and the structure, sealing shall be extended for a minimum of 200mm into the structure wall in such a manner as to form a smooth, watertight joint.

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PS4.2.27 Manhole appurtenances

PS4.2.27.1 Frames and covers

Manhole frames and covers shall conform to the applicable standard SANS 558 requirements, however such covers and frames shall:

- a) be black iron castings for sewer;
- b) be for the appropriate duty (for the installation location; i.e. light, medium and heavy) watertight type and bolt-hinged lid as noted on the standard detail drawings;
- c) have a cover and seat that shall have machined bearing surfaces to prevent rocking and rattling;
- d) have the Employer's brand (logo only) cast on;
- e) be solid; and
- f) have a concealed pick hole for all water and sewer manholes.

PS4.2.27.2 Manhole step irons

Manhole step irons shall conform to the applicable standard SANS requirements, but shall be:

- a) spaced at 300mm centres;
- b) distanced not exceed 600mm between the top of casting and the first step; and
- c) plastic or similar approved.

PS4.2.28 Manhole bedding

- a) Precast Manholes
Precast manhole bases shall be bedded on granular material or acceptable undisturbed foundation material.
- b) Cast-in-place manholes
Concrete bases shall be poured on granular material or acceptable undisturbed foundation material.

PS4.2.29 Watertight testing

Water and sewer manholes shall be watertight structures, including any repair or rehabilitation portions. On completion of all manhole repairs and/or rehabilitations and proper elapsed curing time for the waterproofing materials, the manholes shall be visually inspected. The inspection shall be performed at the discretion of the Employer's Agent or his duly authorised representative during the warranty period following a rainfall sufficient to increase the flow in super-imposed stormwater drainage and raise the ground water table above the problem areas. All leakage problems determined by this inspection shall be corrected by the Contractor within an agreed upon time, to the satisfaction of the Employer's Agent or his duly authorised representative, at no additional cost.

PS4.2.29.1 Preparation of host pipe

- a) The host pipe shall be cleaned of all arising as specified in clause PS4.2.20 (*Conduit cleaning*)
- b) Where property connections are protruding into the host pipe, and in the opinion of the Employer's Agent may result in damage to the liner or obstruct free flow in the pipe post liner installation, the Contractor shall correct such protrusion(s) by means of methods specified in clause PS4.2.31 (*Localized pipe replacement or repair*)

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- before the liner is installed.
- c) Flow from property connections shall be temporarily backed up as specified in clause PS4.2.19 (*Pipe length isolation*) during installation and curing processes. Where property connection flows cannot be temporarily backed up (due to excessive flows), provisions shall be made for bypassing the property connections via over-pumping or other methods as specified by the Employer's Agent.
 - d) Prior to installation of the liner a protective bottom guard shall be inserted in the host pipe in order to facilitate easy installation of the liner whilst also providing protection of the liner from any damages during the installation.

PS4.2.29.2 Reconnection of property and branch connections and backdrops

- a) Property connections shall not to be out of service for more than 8 hours, unless otherwise agreed in writing with the property owner or occupier. If this is not possible, temporary connections are to be made at convenient locations as approved by the Employer's Agent.
- b) All connections, including backdrops, shall be made to the lined pipe at locations identified by CCTV survey prior to the lining operation and as verified by the Contractor.
- c) After liner has cured, the Contractor shall re-instate active and inactive (as directed by the Employer or his duly authorized representative) property and branch connections and backdrops. This shall be performed from inside the lined-pipe without any excavation, whilst utilizing a CCTV camera with a robotic cutter head. Openings cut through liner shall be neat, smooth, and cut to the full opening of the existing connection in order to prevent blockage at such connection. Excess material shall be recovered at downstream manhole, removed and disposed of. **ALL** openings cut into liner shall be grouted along the edges to prevent any water infiltration.
- d) **ALTERNATIVELY**, where the above (item (c)) is not possible, connection and backdrop re-instatement shall be in terms of PS4.2.31 (*Localized pipe replacement and repair*), and all replaced fitting shall be SABS approved and installed in accordance with the manufacturer's instructions, for:
 - i) PVC pipes and fittings, using either solvent-cement joints or push-on joints or threaded joints or clamps or flanged joints.
 - ii) HDPE pipe and fittings, using fusion jointing techniques, clamps or flange joints (either installing flange ended fittings, HDPE flange adapters and mechanical couplings)

All polyethylene electro-fusion fittings shall be made in accordance with an appropriate and approved specification. If applicable, the grade of polyethylene of the fitting shall be the same as the replacement pipe

- e) In the event that a property and branch connection has been cut incorrectly, with regards to position or shape, the Contractor shall be required to implement the necessary repairs, as indicated by the Employer's Agent, at his expense. Depending on the severity of the damage the Contractor shall:
 - i) remove the installed liner for the entire pipe length and replace with a new liner; or
 - ii) install a small section of lining, as a localised repair, over the entire affected section. He shall ensure that there is no obvious reduction in the pipe

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diameter at this point which may result in blockages occurring. Additionally he shall ensure that the edges of the repair are extended over the non-affected edges of the liner immediately after the affected area and is sufficiently secured not to become detached for the full life-cycle of the original installed liner.

NOTA BENE: Post repair CCTV camera footage shall be required for the repaired section, fully capturing the full extend of the repair.

PS4.2.29.3 Testing

All sampling and testing of material in accordance with manufacturers specifications.

PS4.2.29.4 Jointing of pipes and fittings

Jointing of the replacement pipe, existing and new fittings shall be:

- a) in accordance to manufacturer's recommendations to provide a leak proof joint;
- b) sufficiently strong to undergo the loading of the installation process; and
- c) subject to acceptance by the Employer's Agent prior to insertion.

PS4.2.29.5 Property or branch connection excavation

- a) Property or branch connections shall be exposed and disconnected from the existing pipe prior to commencement of bursting. Property or branch connections to be redirected to manholes or if abandoned need not be excavated.
- b) All excavations for property or branch reconnections shall be the minimum necessary to execute the operations. Care shall be taken to prevent material entering the live existing system when performing the disconnection and/or connection.

PS4.2.29.6 Reconnection of property and branch connections

Property connections shall not to be out of service for more than 8 hours, unless otherwise agreed in writing with the property owner or occupier. If this is not possible, temporary connections are to be made at convenient locations as approved by the Employer's Agent. All inline or branch connections shall be addressed by temporary manhole isolation in terms of sub-clause PS4.2.19 (*Pipe length isolation*)

All connections shall be made to the replacement pipe at locations identified by CCTV survey prior to the bursting operation and as verified by the Contractor.

All connections shall be in terms of PS4.2.31 (*Localized pipe replacement and repair*), by means of approved fittings, in accordance with the manufacturer's instructions, for:

- a) PVC pipes and fittings, using either, solvent-cement joints, push-on joints, threaded joints, clamps or flanged joints.
- b) HDPE pipe and fittings, using fusion jointing techniques, clamps or flange joints (either installing flange ended fittings, HDPE flange adapters and mechanical couplings)

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All polyethylene electro-fusion fittings shall be made in accordance with an appropriate and approved specification. If applicable, the grade of polyethylene of the fitting shall be the same as the replacement pipe

NOTA BENE: The replacement pipe shall be left for the manufacturer's recommended time, but normally not less than 4 hours, prior to service reconnections. This period shall allow for pipe shrinkage due to cooling and pipe relaxation due to the tensile stresses induced in the pipe during installation.

PS4.2.29.7 Structures and fittings

Where:

- a) the replacement pipe enters or exits an existing structure, the wall shall be restored as specified in the Contract Documents. Restoration shall securely locate and anchor the new product in the wall and shall produce a leak proof seal. The existing structure's benching shall be restored according to the requirements of the new product, any other incoming product, and as specified in the applicable sub-clauses of PS4.2.27 (*Manhole repair and/or rehabilitation*).
- b) new structures or fittings are required, they shall be installed as specified in the Employer's standards.

NOTA BENE: The replacement pipe shall be left for the manufacturer's recommended time, but normally not less than 4 hours, prior to structural and fitting installations or repairs. This period shall allow for pipe shrinkage due to cooling and pipe relaxation due to the tensile stresses induced in the pipe during installation.

PS4.2.29.8 Annular gap sealing for burst pipes

All annular gaps between the replacement pipe and the bore or existing pipe, in excess of 10mm, shall be grouted. This compound shall be as approved by the Employer's Agent, but not have such rapid setting characteristics.

NOTA BENE: The replacement pipe shall be left for the manufacturer's recommended time, but normally not less than 4 hours, prior to annular gap sealing. This period shall allow for pipe shrinkage due to cooling and pipe relaxation due to the tensile stresses induced in the pipe during installation.

PS4.2.30 Localized pipe replacement or repair

PS4.2.30.1 Coupling clay or concrete and PVC or PE pipes

The Contractor shall ensure couplings between clay or concrete and PVC or PE pipes are durable and watertight SABS approved. All metal components of couplings shall be denso (or similar approved) wrapped to prevent corrosion.

PS4.2.31 Concrete, formwork and reinforcement

NOTA BENE: All in situ concrete work (mass and reinforced) shall comply with SANS 1200G ("8.Measurement and Payment" is not applicable) supplemented by the clauses in this section. Where:

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- *SANS 1200G and the clauses in this section are in conflict, the clauses in this section shall take precedence.*
- *the term "plain concrete" appears in SANS 1200G it shall be read as "mass concrete".*

PS4.2.31.1 Cement

Cement shall be Portland cement (or similar approved) complying with the requirements of SANS 50197-1/EN 197-1 or SANS 5831.

Samples of cement from any one, or from every consignment, may be required by the Employer's Agent or his duly authorized representative for test purposes. Cement in any consignment from which a sample may have been taken for testing shall not be used until it has been approved. Allowance shall be made for possible delay in that tests may take 10 days to carry out.

Bags of cement shall be stacked in a waterproof, solidly constructed shed with a central door and a floor rendered damp-proof with a tarpaulin. The bags of cement shall be closely stacked (but not against walls) in order to reduce air circulation in such a manner that the cement is used in the order in which it was received, *i.e. first in first out*.

Unless otherwise specified in these documents the use of ordinary Portland cement blended with ground granulated blast furnace slag complying with SANS 1491, or ordinary Portland Cement blended with Pulverised Fly Ash complying with SANS 50197-1/EN 197-1 will be allowed in certain instances as an alternative, after acceptance of tender offer, but only with the approval of and at the sole discretion of Employer's Agent. If not so specified in the documents the Contractor must demonstrate a saving in favour of the Employer together with this alternative.

PS4.2.31.2 Sand (Fine aggregate)

The fine aggregate shall comply with the requirements of SANS 1083. Other aggregates may be approved if they have a satisfactory history and/or test results.

No aggregate may be used until it has been approved. Samples having a mass of 25kg (16,5l) of the aggregate proposed to be used may be required by the Employer's Agent or his duly authorized representative for test purposes. Samples having a mass of 25kg shall be forwarded every 3 months during concreting work and also if the source of supply is changed. Allowance must be made for possible delay in that the tests may take 14 days to carry out.

PS4.2.31.3 Stone (Coarse aggregate)

- a) The coarse aggregate shall comply with the requirements of SANS 1083. No aggregate may be used until it has been approved. Samples having a mass of 25kg (16,5l) of the aggregate it is proposed to use may be required by the Employer's Agent or his duly authorized representative for test purposes. Samples shall be forwarded every 3 months during concreting work and also if the source of supply is changed. Allowance must be made for possible delay in that the tests may take 14 days to carry out.

NOTA BENE: Certain fine grained sand and stone originating from the Beaufort Series and Karoo Systems which are known by reputation, local experience or tests, to exhibit excessive

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shrinkage when used in concrete, may be deemed unacceptable by the Employer's Agent or his duly authorized representative.

- b) A certificate of proof is required from the Contractor that the aggregates are not alkali-reactive. The cost of testing and certification are to be borne by the Contractor.

PS4.2.31.4 Concrete

Concrete shall be of the classes given in the following table. The proportions of the ingredients and the nominal size of the coarse aggregate for each class shall be as laid down therein:

Class	Cement	Aggregate			Strength (MPa)
	Part	Fine	Coarse	Size	
		Part	Part		
A	1	4	8	50	10
B	1	3	6	38	15
C	1	3	6	19	15
D	1	2	4	38	25
E	1	2	4	19	25
F	1	1 1/2	3	19	30
G	1	1	2	19	40

The strength given in the above table shall be the minimum required at 28 days. Unless otherwise specified Class B concrete shall be used for mass concrete and Class E concrete for reinforced concrete.

Maximum concrete slumps acceptable for different types of construction concrete are as follows:

- a) Vibrated reinforced concrete = 50mm
- b) Un-vibrated reinforced concrete = 75mm
- c) Mass concrete = 75mm
- d)

When so required by the Employer's Agent or his duly authorized representative, and whilst concreting is in progress, the consistency of the mixture shall be ascertained by means of the slump test as later described herein.

PS4.2.31.5 Volume batching

The coarse and fine aggregate shall be measured by volume and, unless otherwise directed, cement shall be measured by mass: the volume of a 50 kg bag of cement shall be taken as 33l. Suitable measuring boxes for the coarse and fine aggregates shall be provided to the approval of the Employer's Agent or his duly authorized representative.

The proportions given above are approximate only, and should the Employer's Agent or his duly authorized representative consider that the voids in the coarse aggregate require more or less matrix than is formed by the proportions specified, he may vary the quantities of coarse and fine aggregates to obtain the required density and workability of the concrete, provided that the proportion of cement to the total volume of the aggregate shall not be less than that specified.

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When the sand is not completely dry, allowance must be made for bulking due to the moisture content. The amount of bulking shall be determined by the Contractor in the presence of the Employer's Agent or his duly authorized representative.

The amount of water shall never exceed 34l to every bag of cement used, including the water contained in the sand.

Effective screens shall be provided to protect the mixing of concrete during windy weather.

PS4.2.31.6 Weigh batching

The proportioning of the coarse and fine aggregates by mass shall be permitted, providing the method used is approved by the Employer's Agent or his duly authorized representative.

- a) All requests received by the Employer's Agent or his duly authorized representative to make use of weigh batching shall be submitted to the Structural Employer's Agent for approval.
- b) If the weigh batching process is preferred to volume batching, the proposed mix proportions are to be equivalent to the relevant volumetric mixes as documented previously herein and be based on a minimum cement content.
- c) The following procedures must be complied with:
 - i) The Contractor must timeously obtain written approval for the use of weigh batching and submit all information as set out below, with his application.
 - ii) The mix transformation from volume to weigh batching shall be carried out at an approved laboratory.
 - iii) Weigh batching equipment must be calibrated and a certificate of accuracy must be submitted before such equipment may be used. On contracts of long duration and/or requiring large quantities of concrete, new calibration certificates may be required every four months.
 - iv) The cement to aggregate ratio by volume for the following mixes will apply:

• Class C	(15 MPa)	- c/a	=	1:9
• Class E	(25 MPa)	- c/a	=	1:6
• Class F	(30 MPa)	- c/a	=	1:4.5
• Class G	(40 MPa)	- c/a	=	1:3
- v) The following cement/water ratios by mass must also be complied with:

• Class C	(15 MPa)	- c/w	=	1.30 to 1.35
• Class E	(25 MPa)	- c/w	=	1.65 to 1.80
• Class F	(30 MPa)	- c/w	=	1.90 to 2.05
• Class G	(40 MPa)	- c/w	=	2.30 to 2.50

PS4.2.31.7 Ready mixed concrete

Any application to use ready mixed concrete shall be submitted by the Contractor at an early stage for approval by the Structural Employer's Agent. Only suppliers on the Employer's approved list will be considered.

New applications must be submitted to the Employer, well in advance.

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Witness:		Witness:	



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PS4.2.31.8 Strength concrete

The Contractor shall be responsible for the design of strength concrete and for the measurement of the constituent materials to produce concrete that complies with the specified requirements.

a) Trial mixes

The Contractor shall ensure that samples of the constituent materials of the concrete, together with evidence that they comply with the provisions, are supplied for approval in good time and provide the Employer's Agent or his duly authorized representative with:

- i) a statement from an approved independent laboratory of the results of tests; or
- ii) an authoritative and acceptable report, or record of the previous use of and experience with, the material concerned.

The cement, types of aggregate and their origins shall not be changed throughout the duration of the Contract without giving prior notification to the Employer's Agent who shall verify that the above requirements are complied with and that the important qualities of the concrete shall not be impaired.

b) Consistency

Unless otherwise indicated by the general workability of the concrete, method of transportation, conditions of placement or otherwise specified by the Employer's Agent, the suggested slump values, for different mixes of concrete shall be as specified in this document.

c) Workability

Ensure that the concrete is of such workability that it can be readily compacted into the corners of the formwork and around reinforcement without segregation of the materials and without excessive "bleeding" of free water at the surface.

PS4.2.31.9 Expansion alkali-aggregate reaction

The use of some local aggregates may lead to an expansive alkali-aggregate reaction if the concrete in the structure will be exposed to continual dampness, or will be subject to alternate wetting and drying.

Alkali reactive aggregates, i.e. certain granites, quartzites and Malmesbury hornfels (shale), shall not be used in conjunction with high alkali cement for concrete in any part of the works. Where a high alkali cement shall be one in which the equivalent alkali content exceeds 0,60% by mass of the cement.

If the Contractor chooses to use one of the aggregates stated above in lieu of stone as described in this document he shall:

- a) ensure that no high alkali cement is delivered to the site. Any such high alkali cement shall be rejected and the cost of its removal and replacement with cement having an acceptable alkali content shall be borne by him.
- b) provide certificates stating the alkali content of each delivery of cement to the site, based on tests carried out at a laboratory approved by the Employer's Agent. The cost of testing, including sampling, transporting of samples and issuing of certificates, shall be borne by him.

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- c) be entitled to use an approved brand of cement as a means of ensuring that the permissible alkali content is not exceeded. Where he shall make allowance for the higher price of such approved brand, if he chooses to use this method.

PS4.2.31.10 Pumping of concrete

The placing of concrete by pumping in any section of the works shall be subject to the written approval of the Employer's Agent or his duly authorized representative. The Contractor shall furnish full details regarding the mix proportions of the concrete that he intends to place by pumping.

PS4.2.31.11 Admixtures to concrete

The use of admixtures in concrete shall only be considered should special circumstances warrant this and only with the prior written approval of the Employer's Agent. The Contractor shall provide the following information:

- a) the trade name of the mixture, its source and the manufacturer's recommended method of use;
- b) typical dosage rates and possible detrimental effects of both under and over dosage; and
- c) the expected average air content of freshly mixed concrete containing an admixture which causes air to be entrained when used at the manufacturer's recommended rate of dosage.

PS4.2.31.12 Slump test

The apparatus and the method of determination of the slump of freshly mixed concrete shall comply with SANS 5862-1.

- a) Apparatus
 - i) A mould in the form of a frustum of a cone and having the following nominal internal dimensions:
 - Bottom diameter : 200mm
 - Top diameter : 100mm
 - Height : 300mm

The mould shall:

- be of a metal (other than brass or aluminum) of side thickness at least 1.6 mm and shall have a smooth internal surface.
 - have suitable base plate and handles to facilitate lifting it from the test specimen in a vertical direction.
- ii) The tamping bar shall have a nominal diameter of 16mm, a length of 600mm and with sharp corner rounded off at one end.

- b) Procedure:

The test shall be carried out in an area that is free from vibration and shocks. Ensure that the internal surfaces of the mould are free from set concrete and are clean and dry.

Place the mould with the bottom on a smooth, horizontal, rigid, non-absorbent surface and hold the mould firmly in place while it is being filled as follows:

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- i) in four layers, each thickness approximately one-quarter of the height of the mould. Tamp each layer with 25 strokes uniformly spaced over the cross-section of the mould. Tamp the bottom layer throughout its depth and ensure that when tamping the second and subsequent layers the strokes penetrate into the underlying layer.
- ii) after the top layer has been tamped, strike off the concrete level so that the mould is exactly filled. Clean off any concrete that may have leaked out between the mould and the supporting base-plate surface. Remove the mould from the concrete immediately by slowly and carefully raising it in a vertical direction. This will allow the concrete to subside. Immediately measure the slump, to the nearest 5mm, by determining the difference between the height of the mould and the height of the specimen. Regard the test as invalid, if a slump specimen collapses or shears off laterally, discard the result and repeat the test.

PS4.2.31.13 Concrete cubes

The apparatus for making and testing of concrete cubes shall comply with SANS 5863.

a) Apparatus

Cubic metal moulds shall:

- be steel;
- be machined and adequately strengthened to resist distortion;
- have an internal distance between faces of 150mm;
- be constructed so as to facilitate the easy removal without damage of the moulded specimen; and
- have a metal base plate which shall be attached to the mould by springs or screws.

When assembling the mould for use, the joints between the sections of the mould, the contact surfaces between the bottom of the mould and the base plate, and the internal faces of the assembled mould shall be thinly coated with a grease or oil that will prevent leakage of water through the joints and adhesion of the concrete to the mould.

The tamper must be a steel bar of length 400mm and mass 1.8kg, and having a 25mm square ramming face.

b) Sampling and making cubes

Sampling shall comply with SANS 5861-2.

One set of 3 cubes shall be required for every 40m³, or part thereof, of concrete cast. The sample taken from a batch of concrete and sufficient to make 3cubes shall be placed in a tray or on a platform and mixed thoroughly.

The moulds shall each be filled in 3 layers of approximately 50mm thick concrete. Each layer shall be compacted with the tamping rod, with at least 35 blows to give full compaction of the concrete.

After the top layer has been compacted, strike off the surface of the concrete with a trowel, level with the top of the mould.

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Any small hollows shall be filled in with additional concrete. Cement/sand slurry shall not be worked into the surface.

At this stage, the identity of each sample shall be placed on the moulded cube, by means of a label of absorbent material and not by scouring of the surface of the concrete.

c) Curing cubes on site

Cover the test cubes in their moulds with an impervious sheet or wet sacking and store indoors in a place that is free from vibration, excessive draughts, cold and direct sunlight.

After 24 hours the cubes shall be demoulded, remarked with a waterproof crayon or marker and placed in a curing tank for 7 days before being transported to the laboratory.

The Contractor shall supply the curing tank which shall incorporate a thermostat to control the water temperature at 22 to 25°C and shall be kept within a building.

d) Testing of cubes

The testing of all concrete cubes shall be done in accordance with SANS 5863 by a laboratory approved by the Employer's Agent.

A suitable testing machine of sufficient capacity having an accuracy and repeatability that comply with the requirements for Grade A machines of BS 1610 "Method for the load verification of testing machines" shall be used to test the compressive strength of each cube.

The Contractor is responsible for the provision of the cube moulds and for timeous delivery of the cubes to the laboratory.

PS4.2.31.14 Concrete quality

Should the Contractor dispute any results obtained from concrete test cubes, the concrete represented by the cubes shall be considered acceptable if the Contractor, at his own cost, proves to the satisfaction of the Employer's Agent that the estimated actual strength of cores taken from the structure (by an approved independent testing laboratory and determined in accordance with SANS 5865 is not less than the specified strength. If the concrete fails to meet the strength criteria stipulated, the Employer's Agent may at his sole discretion and in addition to the options listed in SANS 1200G:

- a) accept the concrete subject to approved remedial measures being undertaken by the Contractor at his own cost; or
- b) permit the concrete to remain, subject to reduced payment for lower strength concrete.

PS4.2.31.15 Concreting

It is essential that the Contractor representative who has charge of the construction of all concrete work, whether reinforced or not, shall be skilled in this class of work, and shall personally supervise the whole construction, paying special regard to:

- a) the quality, testing and mixing of the materials;

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- b) the laying of the material in place and the thorough compaction of the concrete to ensure solidity and freedom from voids;
- c) the construction and removal of formwork; and
- d) the sizes and positions of the reinforcement.

Particular care shall be taken to work concrete against formwork and around reinforcement. Internal vibrators may be used with the approval of the Employer's Agent or his duly authorized representative but external vibrators which act only on the formwork WILL NOT be permitted.

Concrete to be reinforced shall be deposited in such quantities as will permit of it being properly compacted around the reinforcement.

The placing of concrete shall be completed within ½ hour after mixing or within ½ hour after agitating and within 2,5 hours after mixing in the case of ready mixed concrete. Under no circumstances shall concrete be incorporated into the work after it has attained its initial set.

Care shall be taken to prevent, as far as possible, the formation of laitance or scum. Laitance is to be understood to mean the scum of strengthless and inert material which forms on the surface of concrete.

Concrete shall not be dropped into position from a height greater than 2.5m unless prior approval is obtained from the Employer's Agent.

If an inclined chute is used for transporting concrete, it shall be of such slope as will ensure a continuous flow of concrete without the use of an excessive quantity of water and without segregation of the aggregates. The chute must be flushed out and properly cleaned before and after each working period. All waste from flushing shall be discharged outside the formwork.

In beams, each portion of a successive layer shall be placed as soon as the concrete below has been properly worked around reinforcement and against formwork. Concreting shall be carried forward in irregular steps, that is to say, one layer shall not be completed over the whole section before the succeeding layer is commenced. Concreting of slabs and beams shall, as far as possible, be carried forward in one operation. When concreting has to be interrupted the concrete shall be left with a level, rough top surface with ends vertical. The concrete shall not be merely sloped down.

On resuming concreting, the old surface shall be roughened and all laitance thoroughly and carefully removed before any new concrete is deposited. This must be carried out by brushing the surface of the concrete while it is still green. Great care must be taken to avoid any weakness at the junction of old and new concrete and the old surface shall be coated with a thin layer of cement and sand mortar, in the same proportions as that of the adjoining concrete.

While the concrete is setting it shall not be disturbed or shaken by traffic, either on the concrete itself or upon adjoining formwork.

No holes in concrete elements shall be patched or filled in without inspection, instruction and approval of the Employer's Agent or his duly authorized representative.

No concreting shall be carried out when the air temperature is below 4°C when it is rising and 8°C when it is falling.

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Before concreting is commenced the Contractor shall give the Employer's Agent or his duly authorized representative 24 hours notice of his intention to do so. On sites further than 200km from the Employer's Agent or his duly authorized representative, 48 hours notice must be given.

Concrete surface beds, excluding heavy industrial floors etc. shall be Class C concrete and shall be laid in suitable size panels not exceeding 20m² in area and with the length of any panel not exceeding 4.5m.

Where concrete beams are supported on concrete columns, the columns are to be concreted up to the underside of such concrete beams and then concreted up to the top of the beams, integral with the beams.

NOTA BENE: Any finish applied to the surface of concrete floors, is to be understood as being additional to the thickness of the concrete described or shown on the drawings.

PS4.2.31.16 Curing of concrete

After the concrete has been placed, all exposed surfaces shall be kept continuously damp for at least

10 days by methods as may be approved by the Employer's Agent or his duly authorized representative, such as covering with approved building paper, or by means of wet canvas, wet sacks, wet sand, by continuous hosing or ponding with water.

PS4.2.31.17 Concrete lintels (cast in-situ)

Concrete lintels cast *in-situ* shall be of Class E concrete, reinforced with steel reinforcement as well as of depths specified in the table hereunder. Each lintel shall be the full thickness of walls into which they are cast and 450mm longer than width of openings.

Clear or daylight span	Depth in brick courses	Reinforcement
< 1m	3	Nil
≥ 1m ≤ 1.5m	3	One 12mm diameter mild steel rod, 40mm up from bottom, for each half brick width of soffit.
> 1.5m ≤ 2m	4	One 16mm diameter mild steel rod, 40mm up from bottom, for each half brick width of soffit.
> 2m	To detail	To detail.

PS4.2.31.18 Building on concrete footings and beams

No brickwork, stone walling or other structure shall be built on concrete footings until at least 3 days after placement of the concrete in the case of mass concrete footings and after 7 days in the case of reinforced concrete footings or as may otherwise be directed by the Employer's Agent or his duly authorized representative.

No brickwork, stone walling or other structure shall be built on reinforced concrete beams or similar members until the formwork and all propping or supports have been removed.

PS4.2.31.19 Slip joints between concrete and brickwork

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Slip joints shall be provided between brickwork and concrete slabs and beams by levelling up and trowelling smooth the bearing surfaces of brickwork with 3:1 cement mortar and covering the bearings before the concrete is cast, with two layers of one side smooth tempered hardboard, with the smooth sides in contact.

The ends and sides of beams and edges of concrete slabs shall be separated from the brickwork with 13 mm thick bitumen impregnated softboard or expanded polyethylene strips placed vertically against the brickwork before the concrete is cast.

Similar slip joints shall be provided between brickwork and concrete lintels cast *in situ*, but without softboard or expanded polyethylene strips at ends.

PS4.2.31.20 Movement joints

All movement joints are to be filled in with approved bitumen impregnated softboard or expanded polyethylene strip unless otherwise specified or detailed on drawings. Form similar movement joints where pathways adjoin structures externally.

PS4.2.31.21 Cutting, punching or hacking concrete

No reinforced concrete shall be cut or hacked without the approval of the Employer's Agent or his duly authorized representative.

PS4.2.31.22 Forming key to concrete for plaster and other finishes

Where rough formwork has been used, surfaces of concrete to receive plaster and other finishes, shall, immediately after the formwork has been removed, be well wetted and wire brushed whilst the concrete is still green and then slushed over with 2:1 cement grout to form a key for the finish, all to the approval of the Employer's Agent or his duly authorized representative. The slushing is to be allowed to set hard before the finish is applied.

Where smooth formwork is used, surfaces of the concrete to receive plaster and other finishes shall be hacked, on the distinct understanding that hacking of concrete shall be at no extra cost.

Surfaces of concrete receiving plaster or other finishes shall not be plastered or finished until the Employer's Agent or his duly authorized representative has signified his opinion that the surfaces are suitable to receive plaster or other finishes.

PS4.2.31.23 Sleeves pieces

Where it is necessary to leave plugs or holes in beams, slabs or any other reinforced concrete, all such plugs or holes must be situated in positions approved by the Employer's Agent or his duly authorized representative before concreting. Where it is necessary to carry pipes, bolts, wires or any other fittings through reinforced concrete members, approved pipe sleeves must be provided and placed in position before concreting.

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Witness:		Witness:	



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All necessary bolts, plugs, brackets, cramps, etc. shall be cast into the concrete as the work proceeds.

PS4.2.31.24 Ties

Where brickwork abuts against concrete, the brickwork is to be tied to the concrete with galvanized hoop-iron ties 1.6mm thick by 3mm wide and approximately 600mm long to every third course of brickwork with one end of each tie cast approximately 150mm deep into the concrete. Where such fixing is impossible, i.e. where steel formwork is used, the ties are to be gun-nailed against concrete with steel nails not less than 38mm long.

PS4.2.31.25 Bagged finish to concrete

Concrete surfaces to receive bagged finish shall be prepared by removing sharp projections and making good defects with 3:1 cement mortar. Finish by rubbing over the whole area with wet rough sacking and cement grout to obtain an even surface.

PS4.2.31.26 Power floated finish

Power floated finish to floors or slabs means that surfaces shall be floated mechanically to a smooth and even finish before the concrete has set. Small areas inaccessible to the machine are to be floated by hand. Under no circumstances is cement mortar to be added while floating the concrete.

PS4.2.31.27 "No-fines" concrete

"No-fines" concrete, for grading flat concrete roofs and the like to falls, shall be in the proportion of
12 parts 19 iron cubical stone to 1 part cement mixed with 20l water per bag of cement and be laid to falls of not less than 15mm per linear metre for mastic asphalt and not less than 20mm per linear metre for sheet roof covering. For heavy load applications special mix designs may be required.

- a) Fillets against upstands
Form triangular fillets, size 75 x 75mm, in corners with walls, kerbs, etc. neatly mitred at angles, stopped where necessary and finished smooth ready to receive waterproofing.
- b) To raised floors, bases and other
"No-fines" concrete for raised floors, bases, etc. shall be in the proportions specified. Finish smooth with 3:1 sand/cement screed to receive waterproofing.

PS4.2.31.28 Cellular concrete

Cellular concrete, for grading flat concrete roofs and the like to falls, shall be laid in situ in required layers; the bottom layer having a density of 400kg/m³, dressed to falls by varying the thickness, and a 20mm thick top layer having a density of 960kg/m³.

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PS4.2.31.29 Formwork

Formwork shall include all shuttering, casing and centering of material required for the laying and forming of concrete floors, slabs, beams, lintels, walls, steps, columns, piers, pilasters and any other concrete work requiring moulds or forms and shall embrace all cleats, battens, fillets, wedges, struts, trestles, braces, props, shores and other requirements of material for keeping all in correct position. All materials used for formwork must be suitable and substantial and all joints must be tight enough to prevent leakage of liquid matrix.

All formwork must be designed by the Contractor and if requested to do so, he must submit fully detailed and dimensioned working drawings to the Employer's Agent or his duly authorized representative for checking purposes. Acceptance of the proposals shall not relieve the Contractor of his responsibility for the safety and stability thereof nor for any loss or damage arising out of defective design, materials and/or workmanship.

The formwork must be so constructed that its partial removal can be carried out to the satisfaction of the Employer's Agent or his duly authorized representative and in such stages as are required by the working conditions. As far as possible, wedges and clamps must be used in preference to nails. All formwork in its various sections for floors, beams, etc. must be so arranged that the whole may be raised or lowered either independently or together with other sections by means of wedges or other approved methods.

Immediately before concreting is begun, the formwork in contact with the concrete must be thoroughly cleaned, wetted and kept damp whilst the concrete is being placed.

Great care must be taken to keep the formwork wedged up to its correct height and this must be checked by taking levels immediately before concreting is commenced and immediately after it has been completed.

All beams shall have a camber of 6mm to every 3m of length.

The minimum periods that the formwork to the various parts of the structure is to remain in position after concreting shall be as stated in the following table:

Description	Normal cement		Rapid hardening cement	
	Weather		Weather	
	Normal	Cold	Normal	Cold
Beam sides, walls, unloaded columns	2 days	4 days	1 days	2 days
Slabs with props left under	4 days	7 days	2 days	4 days
Beam soffits with props left under including ribbed slabs	7 days	12 days	3 days	5 days
Removal of slab props	10 days	17 days	5 days	9 days
Removal of beam props	14 days	28 days	7 days	12 days

When determining the stripping time for formwork the weather shall be considered to be "normal" when the temperature is above 18°C and "cold" when the temperature is between 5°C and 10 °C, these being the average daily temperatures of the atmosphere adjacent to the concrete. When the average daily temperature lies between the above values for "normal" and "cold" weather the minimum period for stripping of formwork shall be determined by the Employer's Agent or his duly authorized representative.

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Witness:		Witness:	



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Notwithstanding the above minimum periods, formwork may be struck immediately, once the concrete in the various parts of the concrete work has attained the crushing strengths required by the Employer's Agent or his duly authorized representative. The crushing strengths must be determined by proper tests, which shall be carried out by the Contractor.

No formwork of any nature shall be struck, either after the elapse of the minimum periods stated in the above table or on the attainment of the required crushing strengths of the concrete, without the prior consent of the Employer's Agent or his duly authorized representative. Such consent shall not absolve the Contractor of his responsibility for the safety of the works.

In structures having either in whole or in part, two or more reinforced concrete floors, props shall be provided under the soffits of any beam or slab of any floor which is being used to support the formwork and wet concrete of the floor above, all to the approval of the Employer's Agent or his duly authorized representative. The props shall not be removed until the formwork supporting the concrete of the floor above has been struck.

Under no circumstances shall steel formwork be oiled where concrete is to receive plaster.

PS4.2.31.30 Smooth formwork

Smooth formwork shall be any material approved by the Employer's Agent or his duly authorized representative which is to be used to leave concrete surfaces smooth when removed and where no other finish is to be applied.

PS4.2.31.31 Reinforcement rods

- a) Mild steel
Mild steel shall comply with the requirements of SANS 920, Type A or B.
- b) High tensile steel
High tensile steel shall comply with the requirements of SANS 920, Type C or D.

PS4.2.31.32 Concrete reinforcement

- a) Rod reinforcement
Bending and hooking of rods shall be done in accordance with SANS 282. Rods shall be bent cold in an effective bending machine, or properly designed rod-bender using a steady pressure and not by hammering.

Diameters, lengths and positions of rods as shown on the drawings must be strictly adhered to. Joints in rods in beams, stairs, etc. will be permitted only where shown on drawings.

Before being placed in position, the rods shall be thoroughly cleaned of all grease, dirt, bituminous material, scale and loose rust.

All distribution rods shall be straight and shall extend at least 150mm into beams or other support. Unless otherwise shown on the drawings, all joints in reinforcing rods shall be lapped 40 times the diameter of the rod. The laps shall be securely tied with 1.25mm diameter annealed mild steel binding wire.

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Reinforcement for piles, column footings, columns and walls shall be tied at every intersection, or as directed or shown on drawings, with similar binding wire. Reinforcement in beams shall be tied at alternate intersections in a diamond pattern, unless circumstances demand every intersection.

Great care must be taken to retain the reinforcement in its correct position during the entire period of concreting. Blocks of fine concrete, size approximately 40 x 40mm, or plastic spacers, shall be provided on the formwork to soffits of beams to ensure that the rods are retained in position and that the correct concrete covering to the main reinforcing rods is provided. The blocks shall be of thickness required and shall be placed under the main reinforcing rods at approximately 600mm centres. Reinforcement in the top of slabs and the like shall be retained in position by means of cradles (stools), formed of steel reinforcing rod as follows:

- R10 for height range 100-300mm and maximum width of 300mm.
- R12 for height range 310-500mm and maximum width of 45 mm.

Recommended spacing of supports for horizontal bars in slabs:

- not further than 600mm apart (cradles ± 1000 mm c/c in both directions) for bar diameters up to 12mm.
- not further than 1,000mm apart (cradles ± 1500 mm c/c in both directions) for bar diameters of 16mm and over.

Stools are to be placed on the bottom layer of reinforcement, securely retained in position and with correct concrete cover as specified. Cradles are to be securely wired to the slab reinforcement with binding wire. Beam rods in different layers shall be separated by means of steel spacer bars of suitable diameters and lengths.

Double mats in concrete walls shall be kept in their respective positions by means of suitable steel clips.

Recommended spacing of supports for vertical bars in walls:

- 1,000mm centres in both directions for bars up to 12mm diameter; and
- 1,500mm centres in both directions for bars of 16mm diameter and over.

Supports can be spaced more closely by the design Employer's Agent, depending upon the circumstances.

All stirrups shall be properly fastened to the rods so as to retain their relative positions during the entire period of concreting.

Welding of main rods will not be permitted unless approval has been given by the Employer's Agent or his duly authorized representative. Spot welding in lieu of wiring may be used to secure rods and stirrups in position.

The concrete covering the main reinforcement, unless otherwise specified, shall not be less than that stated in the following table:

Position	Amount of cover
Soffit of slabs	The diameter of the main rods, but never less than 15mm (mm)
End of beams	40
Soffits of beams	40
Sides of beams	40
Sides of columns	40

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Slab underground	40
Concrete walls	25
Walls exposed to ground	40
Ground beams	40
Foundations	75
Water retaining structures and within 1 km from coast	50

In cases not included in the above table the cover shall be not less than 25mm. Depending on the condition of exposure and fire resistance requirements, concrete cover can be varied by the Employer's Agent but in no case shall the concrete cover be less than the diameter of the rod to be covered.

The cover shall be measured from the face of the concrete to the outside of main reinforcement nearest the face of the concrete, and shall exclude plaster and similar finishing materials.

Three samples of each diameter of reinforcing rods, each approximately 600mm long, must be taken from each consignment of rods of similar diameter, for testing. If any sample is found unsatisfactory, the whole consignment of rods from which the samples were taken shall be rejected.

Top reinforcement in cantilever slabs to be kept in position with a first row of stools or chairs 300mm from the beam or support, and thereafter at a maximum of 40 bar diameters under each bar.

The cover blocks, spacers, bars and stools or chairs are to be placed and/or wired in position by the steel fixer.

- b) Welded steel fabric reinforcement
 All welded steel fabric reinforcement shall comply with the requirements of SANS 1024. The preferred dimensions are as follows:

1	2	3	4	5	6
Fabric Reference number	Nominal pitch of wires	Nominal diameter of wires		Nominal mass*	
	Longitudinal (mm)	Cross (mm)	Longitudinal (mm)	Cross (mm)	kg/m ²
617	200	200	10.0	10.0	6.17
500	200	200	9.0	9.0	5.00
395	200	200	8.0	8.0	3.95
311	200	200	7.1	7.1	3.11
245	200	200	6.3	6.3	2.45
193	200	200	5.6	5.6	1.93
100	200	200	4.0	4.0	1.00
772	100	200	10.0	7.1	7.72
655	100	200	9.0	7.1	6.55
517	100	200	8.0	6.3	5.17
433	100	200	7.1	6.3	4.33
341	100	200	6.3	5.6	3.41
289	100	200	5.6	5.6	2.89

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278	100	300	6.3	4.0	2.78
226	100	300	5.6	4.0	2.26
133	100	300	4.0	4.0	1.33

*These mass values are based on the wires having mass of 0,00785 kg/mm² per metre of length.

The actual mass of the fabric should not differ from the nominal value by more than 6%.

PS4.2.32 Precast concrete
PS4.2.32.1 Materials

Cement, water, aggregates and reinforcement shall be as described under the concrete section.

PS4.2.32.2 Concrete, formwork and reinforcement
PS4.2.32.3 Concrete

Concrete shall be as described under the applicable concrete section(s). Unless otherwise specified a Class E concrete shall be used but with coarse aggregate of an appropriate size.

PS4.2.32.4 Mould units

The whole of this work is to be carried out by a specialist, who has appropriately skilled workers in this class of work.

All materials and finishes are to be to the approval of the Employer's Agent or his duly authorized representative.

The moulds are to be properly constructed in the best and most up to date practice, made up in suitable sections with all necessary reinforcement, cramps, bands, bolts, etc. for fastening together and are to be constructed so that castings can be easily removed and the moulds re-used without distorting.

Those sections of the moulds which will produce the finished faces of the units are to be specially prepared, perfectly smooth, except where the finish is of exposed aggregate, true to shape and coated with a suitable solution which will prevent units adhering to the moulds, while not in any way discolouring the finished surfaces.

All cast units are to be properly cured and no units are to be fixed or built in until 28 days after casting.

Units are to be properly protected from the elements while curing and are to be kept wet for at least 10 days after casting by frequent spraying with clean water.

Form all necessary checkings, mortices, lugs, etc. for cramps and dowels when casting.

PS4.2.32.5 Terrazzo blocks

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Precast terrazzo work shall be generally as prescribed for precast concrete above. The coarse aggregate of the mix of which blocks are to be formed shall be of 10mm stone. The finish to exposed faces shall be 10mm thick.

PS4.2.32.6 Smooth finish

Where described as "finished smooth from the mould" such surfaces shall have a layer composed of 1 part (volume) cement and 4 parts (volume) clean fine sand, packed against the faces of the mould before placing the concrete backing. The concrete backing shall be deposited into the moulds in a wet state (not dry pressed) whilst the facing is still wet.

Projections shall be rubbed off and faces shall be of even colour and free from blemishes, cracks and other imperfections. Salient angles shall be arris rounded.

PS4.2.32.7 Sizes

Sizes given are approximate; the Contractor shall be responsible for ascertaining the exact sizes based on actual measurements.

PS4.2.32.8 Reinforcement

Unspecified reinforcement required for manufacturing, handling and erection purposes and for reinforcing projecting and other unwieldy portions of blocks shall be provided by the Contractor at his discretion, but such action shall be highlighted to the Employer's Agent.

PS4.2.32.9 Bedding, joint and pointing

Blocks shall be bedded and jointed solidly in cement mortar composed of 3 parts (volume) of sand and 1 part (volume) of cement and shall be pointed with slightly keyed joints.

PS4.2.33 Masonry

(Including brickwork and stone masonry)

NOTA BENE: Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick.

PS4.2.33.1 Lime

Lime shall be hydrated bedding mortar lime in accordance with the requirements of SANS 523.

PS4.2.33.2 Cement

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Cement shall be as specified in the concrete section.

PS4.2.33.3 Sand

Sand shall comply with the requirements of SANS 1090, unless specialist advice is obtained. A sample of 25kg must be delivered to an approved laboratory for testing purposes.

PS4.2.33.4 Burnt clay bricks

- a) Burnt clay bricks shall comply with the requirements of SANS 227, and shall be equal in all respects to the selected samples.
- b) Clay bricks for foundations shall be as described in (a) above, but extra hard burnt.
- c) Where bricks with holes are used, the holes in such bricks must only be filled in solid with mortar where specifically specified.
- d) All bricks that do not carry the SABS Mark, must be tested by an approved laboratory.

PS4.2.33.5 Firebricks

Firebricks shall be of well burnt refractory fireclay, resistant to spalling and cracking and of same size as ordinary bricks.

PS4.2.33.6 Local stone

Local stone shall be from an approved quarry, free from defects and to the satisfaction of the Employer's Agent or his duly authorised representative.

PS4.2.33.7 Freestone

All freestone shall be the best and most durable of its kind, free from vents, loose beds, oxide veins and other imperfections to the satisfaction of the Employer's Agent or his duly authorised representative and shall be set on its natural quarry bed.

PS4.2.33.8 Mortar tests

- a) Sampling
The frequency of sampling will be decided by the Representative/Agent. Sufficient mortar shall be taken from each of the points of laying to prepare a composite sample to make a set of three mortar cubes.
- b) Moulding
Cube moulds with a nominal size of 100mm, that comply with SANS 5863 must be used.
Fill each mould with mortar in three equal layers and compact each layer by means of a tamper. The tamper must be made of hard wood with a flat tamping surface with nominal dimensions of 50 x 25mm and shaped to provide a round stem of

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approximately 25mm diameter and long enough to afford sufficient hand grip. Immerse the tamper in water for 15 minutes before use.

Each layer of mortar must be compacted by means of 8 evenly spaced pressing strokes of the tamper. After the final layer has been tamped, the excess mortar must be struck off level with the top edges of the moulds.

c) Curing

Cover the test cubes (in their moulds) with an impervious sheet followed by wet matting, sacks or similar material, and store them in a place free from vibration, excessive draughts and direct sunlight.

After 24 hours mark each cube so that it can be identified. After 48 hours the cubes shall be removed from their moulds and placed into water in a curing tank at 22 to 25 °C for a minimum period of 7 days before they are transferred to the approved testing laboratory. Ensure that loss of moisture is prevented during transportation and that they are well protected against damage.

d) Testing of cubes

The testing of all mortar cubes will be done by a laboratory approved by the Employer's Agent and in accordance with SANS 5863.

PS4.2.33.9 Cement mortar

Cement mortar shall be composed of 6 parts (by volume) of sand and 1 part (by volume) of cement. The material shall be mixed dry until of uniform colour and then water added and the mixture turned over until the ingredients are thoroughly incorporated. Cement mortar shall be produced in such quantities as can be used before commencing to set as no cement mortar that has once commenced to set shall be used in any way.

Care shall be taken in mixing cement mortar to remove from the mixing machine or platform any old mortar that has already set as such mortar may not be incorporated into any new batch.

Mortar should achieve the minimum required strength (in MPa) for the classes of mortar as set out in the National Building Regulations.

PS4.2.33.10 Compo mortar

Compo mortar shall be composed of 6 parts (by volume) of sand — depending on the quality of the sand available, 1 part of lime and 1 part of cement (by volume). The lime and sand shall be mixed dry, then mixed wet, before the cement is added, approximately ½ hour before using and the adding of the necessary additional water as required.

Compo mortar shall be produced in such quantities as can be used before commencing to set, as no compo mortar that has once commenced to set shall be used in any way.

Mortar should achieve the minimum required strength (in MPa) for the classes of mortar as set out in the National Building Regulations.

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PS4.2.33.11 Brickwork

Brickwork shall be:

- a) wherever practicable, built in English bond. No false headers shall be used and none but whole bricks employed, except where legitimately required to form bond.
- b) built level and plumb with mortar as specified.
- c) laid on a solid bed of mortar and all joints thoroughly grouted up solid throughout the whole width of each course.
- d) carried up in a uniform manner, no one portion being raised more than 1.2m above another at any one time.

Clay bricks shall be well saturated with water, in the stack or dump, approximately 2 hours before being used. The tops of walls left unfinished shall be well wetted before work recommences.

NOTA BENE: Cement or concrete bricks shall not be wetted.

All rough and fair cutting, cutting of splays, skewbacks, chamfers, etc. shall be properly performed.
Form or leave all necessary openings for pipes etc. and make good after pipes etc. are fixed in position.

PS4.2.33.12 Brickwork in cement mortar

- a) All brickwork below damp course level, all isolated piers three bricks wide and under, half brick thick walls and chimney stacks above ceiling level, shall be built in cement mortar as specified.
- b) Brick arches and brick lintels shall be built in cement mortar as specified, but in the proportion of 3:1.

NOTA BENE: This clause is essential where compo mortar has been specified.

PS4.2.33.13 Mortar joints

Mortar joints to brickwork generally shall be 10mm in thickness with level bedding joints.

The joints in brickwork:

- a) receiving plaster, tiling or similar finishes shall be raked out whilst the mortar is soft to form key for the plaster or mortar backing. The depth of the raking out shall depend on the condition of the bricks; i.e. the rougher the bricks on face the shallower the raking out and the smoother the bricks the deeper the raking out.
- b) shall be flushed off where walls are to be bagged, in readiness for the bagging.

PS4.2.33.14 Grout in joints in brick foundation walls

All joints in brick foundation walls shall be grouted in solid with 3:1 liquid cement mortar to obviate any crevices for ant (termite) tracks.

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PS4.2.33.15 Brickwork thicknesses

Walls built in two or three half brick thicknesses shall only be built where bonded brickwork (as specified) proves impractical or where required due to the prescribed bond of faced brickwork, all tied together with metal ties in accordance with SANS 28, of the Butterfly Types only, of sufficient length to allow not less than 75mm of each end to be built into brickwork. Ties shall be evenly spaced at not more than 1m apart to every third course and staggered.

PS4.2.33.16 Brickwork in linings

Brick linings to concrete shall be tied thereto with 4mm diameter galvanized crimped wire ties bent at ends and of necessary length to allow 75mm to be cast into concrete and 75mm of the other end to be built into brickwork and evenly spaced at not more than 1m apart to every third course and staggered.

PS4.2.33.17 Half brick thick walls

Half brick thick walls shall be built in cement mortar (as specified) and reinforced with 75mm wide brick reinforcement (as specified), 1 row to every 8 course in height, and built 100mm into main connecting walls. The reinforcement shall be lapped 150mm at end joints, where these are necessary, and 75mm at angles.

Brickwork shall be built level and plumb.

PS4.2.33.18 Beam filling

Beam filling shall be half brick thick, built up in mortar as used in the walls below, cut in between roof timbers and carried hard up to underside of roof covering and flushed up with mortar.

PS4.2.33.19 Reinforced brick lintels

Reinforced brick lintels shall be built with sound machine made bricks in 3:1 cement mortar with all vertical and horizontal joints filled solid with mortar throughout the required number of courses and to a distance of at least 330mm on either side of the clear opening.

The number of courses in lintels over the various size openings shall be as specified in the table hereunder and reinforcing steel wires or rods shall be built into the first horizontal joint over the bottom course to the number specified in the following table:

Clear or daylight span	Number of courses	Reinforcement
< 1m	4	One row 75mm wide brick reinforcement as described below, for each brick width of soffit.
≥ 1m ≥ 1.5m	6	Ditto
> 1.5m ≤ 2m	7	Three 6.3mm diameter mild steel rods for each half brick width of soffit.
> 2m ≤ 3m	8	Ditto

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Brick reinforcement shall be of hard drawn mild steel comprising two 2.8mm diameter main wires spaced 75mm apart and 2.5mm diameter cross wires spaced at not exceeding 300mm apart, welded to main wires.

The reinforcing wires and rods shall be of length at least equal to the width of the clear opening plus 330mm at each end. The reinforcement shall be evenly spaced in the brick joints with the outer wires or rods having at least 20mm cover from face of brickwork.

Brick lintels in 270mm thick cavity walls shall be built with inner face of outer thickness, for a depth of three courses above soffit, covered with sheeting as for damp course, the full length of lintels, and space between the two thicknesses for the depth of the sheeting filled in solid with Class E concrete.

Where cavities continue above lintels, the sheeting shall be taken up and turned on to top of first course of brickwork to inner thickness of wall above the concrete filling in lintels. The sheeting is not required in lintels protected from the weather.

The lintels, except where built over pressed steel door frames and the like, shall be supported on temporary turning pieces of suitable and substantial construction left in position for at least 14 days for long spans (1 to 3m).

PS4.2.33.20 Hollow tile lintels

Hollow tile lintels shall be formed with approved 300 x 220 x 110mm burnt clay hollow tiles each having not more than 3 cavities. The tiles shall be set end to end and the cavities filled up solid with Class E concrete.

Lintels shall have bearings of not less than 220mm on walls at ends.

The lintels over the various size openings shall be reinforced as specified in the following table:

Clear or daylight span	Reinforcement
≤ 1m	One 12mm diameter mild steel rod in upper and lower cavities
> 1m ≥ 1.5m	One 16mm diameter mild steel rod in upper and lower cavities

The reinforcing rods shall be placed 12mm from top and bottom edges of concrete filling to upper and lower cavities respectively.

Lintels over openings not exceeding 1m wide in 1 brick thick walls shall be on flat and in all other cases shall be on edge using 2 or more lintels in walls 1 brick thick and over, built side by side, to make up the thickness of walls.

Lintels in 270mm thick cavity walls shall be in two 110mm thicknesses with inner face of outer thickness covered with sheeting as for damp-course, the full length and depth of lintel, and the space between the two thicknesses filled in solid with Class E concrete. Where cavities continue above lintels the sheeting in lintels shall be taken up and turned on to top of first course of brickwork to inner thickness of wall.

Lintels shall be made not less than 21 days before building in and shall be cured for at least 14 days by being kept damp in a shaded position.

The lintels shall be hoisted into position and bedded and grouted in solid in cement mortar.

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PS4.2.33.21 Pre-stressed lintels

Pre-stressed lintels shall be vibrated concrete reinforced with stressed high tensile steel wires, or of burnt clay blocks with similar reinforcing wires embedded in grooves in the blocks in 1:3, cement:sand mortar, or of other approved form of construction. Concrete in lintels shall attain a crushing strength of at least 34MPa at 28 days for ordinary and at 7 days for rapid hardening cement.

The reinforcing wires shall be of ductile high tensile steel wire not less than 4mm diameter and of tensile strength of at least 1,350MPa and shall be stressed to not less than 850MPa.

The lintels may be in a single width to the thickness of wall or may be in two widths, placed side by side, and shall have a depth of not less than 60mm. Top surface of lintels shall be suitably roughened, indented or shaped to give a good bond between the lintels and the mortar for the first course of brickwork above,

Lintels shall have bearings of not less than 225mm on walls at each end. The number of reinforcing wires in lintels for the various wall thicknesses and spans shall be not less than specified in the table hereunder, and brick courses over lintels of the number indicated in the table and for the full length of lintels shall be built in 3:1 cement mortar with all joints filled solid with mortar:

Nominal thickness (mm)	wall	Clear or daylight span	Number of wires (in total number of lintels used)	Number of brick courses over lintel
90 - 110		≤ 1.8m	2	3
90 - 110		> 1.8m ≤ 3m	3	4
180 - 230		≤ 1.8m	6	4
180 - 230		> 1.8m ≤ 3m	6	5
270		≤ 1.8m	7	4
270		> 1.8m ≤ 3m	7	5
340		As described for 1 of 230mm plus 1 of 110 mm, or 3 of 110 mm		

Lintels in 270mm thick cavity walls shall be in 2 widths with joint between the two arranged directly over the window or frame below, and the brickwork above shall be built in 2 x ½ brick thickness with inner face of the outer thickness covered with sheeting as for damp-course, the full length and depth of lintels, and taken down between the 2 widths of pre-stressed lintels. The cavity to height of lintel courses shall be filled with Class E concrete, and where cavities continue above the lintel courses the sheeting shall be taken up and turned on to top of first course of brickwork to inner thickness of wall above the lintel course. The sheeting is not required in lintels protected from the weather.

PS4.2.33.22 Bagged finish to brickwork

Bagging to walls is to be carried out after the mortar in joints has set. The wall surfaces shall be rubbed over with wet rough sacking until all joints and crevices are filled up and an even surface is obtained. Cement grout shall be added if necessary to fill up the joints and crevices.

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PS4.2.33.23 Raking out for and pointing flashings

Brick joints shall be raked out where required for fixing cover flashings and flashings, which shall be pointed in 3:1 cement mortar.

PS4.2.33.24 Mastic pointings

Where steel door and window frames are specified to be pointed with mastic compound they shall be pointed all round externally with an approved waterproofing compound of such composition that it will not stain surrounding surfaces and that it will adhere steadfastly, remain plastic without sagging or running, be capable of accommodating any normal movement of the joint sealed, and will receive paint without "bleeding". The pointing material shall be forced into the joints, which shall have been previously prepared to receive same, by means of a pressure gun or by other suitable method, all in accordance with the manufacturer's instructions.

PS4.2.33.25 Building in

Ends of timbers, holdfasts, cramps, gratings, air bricks, dowels, etc. shall be built-in in cement mortar.

Door and window frames, lift door frames and the like shall be set up in position for building in and securely strutted to prevent distortion whilst the brickwork, lintels, etc. are being built.

Pressed steel door frames and lift door frames shall be grouted in solid at back with cement mortar as the work proceeds. Wood slips, fixing bricks, hoop iron roof ties, etc. shall be built in as the work proceeds.

PS4.2.33.26 Securing of roofs

Roof trusses shall be fixed at each support to walls with ties of 1.6mm thick galvanised hoop iron, 32mm wide, built 750mm deep into brickwork or embedded 300mm deep into concrete or wrapped around bottom layer of reinforcing in a reinforced concrete beam and wrapped over truss and fixed with four galvanised nails, 40mm long

PS4.2.33.27 Bedding

All door, window and similar frames shall be bedded and pointed in 1:3 (cement:sand) cement mortar. All wall and floor plates shall be set true and level and bedded in 1:6 (cement:sand) cement mortar.

PS4.2.33.28 Pointing of brickwork

Clean and point at the end of each working day all exposed masonry work including nail holes, existing brickwork shall be pointed, thus Pointing, repairing eroded and cracked mortar joints, shall be executed on existing and new brick where and when shown by the Employer's Agent or his duly authorized representative. All disintegrated joints (erosions and/or cracks) shall be cleaned of all existing mortar for the full depth of the deterioration but not less than to a depth of 25mm. All joints shall be:

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- a) brushed and washed (under pressure) clean prior pointing;
- b) kept wet during pointing; and
- c) pointed to the full depth of the cut, tooled to match existing.

Steel door and window frames shall be carefully pointed all round and made perfectly watertight.

Joints greater than 25mm shall be stage-pointed.

PS4.2.33.29 Faced brickwork

Faced brickwork shall be built fair and pointed with a keyed or recessed joint as specified. Keyed joint shall mean that the joints are to be pointed with a round jointing tool, well pressed into the joints as the work proceeds.

"Recessed joint" shall mean that the joints are to be square recessed to a depth of approximately 6mm formed with a rectangular jointing tool well pressed into the joints as the work proceeds.

Facing bricks shall be sorted by the brick manufacturer at his yard or by the Contractor on the site to ensure that proper mixing of the bricks within the colour range of each type of facing brick being used is obtained. Sudden changes in the general colour of face work in any 1 type of facing brick shall not be acceptable.

PS4.2.33.30 Fibre cement sills

Sills shall where in any way possible be in single lengths, cut between reveals, fitted with fixing lugs and solidly bedded in 1:3 (cement:sand) cement mortar with a slight projection beyond the finished wall face below.

Internal sills shall be level. External sills shall be set sloping on cut brickwork.

PS4.2.33.31 Installation of electrical service

The installation of electrical services, where such service is being provided, the Contractor shall embed in the concrete, as the work proceeds, all conduits, boxes, etc., which will be fixed in position by the electricians, and must reduce all required chases and holes in walls for conduits and form recesses in walls for distribution boards, all in the positions directed. Alternatively, distribution boards may be built into walls as the work proceeds, providing prior approval are obtained from the Employer's Agent.

The Contractor shall afford every facility and shall render reasonable assistance to the electricians in carrying out their work and shall make good where necessary, in all trades, after installation has been completed.

Chases, holes and recesses required in walls shall be cut and formed as follows:

- vertical chase for single conduit.
- vertical chase for two conduits.
- vertical chase 150mm wide and 110mm deep for conduits.
- vertical chase 250mm wide and 110mm deep for conduits.
- vertical chase 380mm wide and 110mm deep for conduits.

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- vertical chase 560mm wide and 110mm deep for conduits.
- horizontal chase for single conduit.
- Holes 25mm diameter, or knocking out bricks and filling space and making good after a pipe has been fixed through a wall.

Recesses for distribution boards shall be:

Width (mm)	Height (mm)	Depth (mm)
330	330	110
455	330	110
635	330	110
610	660	110
610	910	110

PS4.2.33.32 Cable sleeves

Provide under buildings where required 100mm diameter vitrified clay, pitch fibre or plastic pipes as sleeves for electric cable taken up to floor level in cable duct or switch cupboard with easy bends. The pipes shall be as specified for drainage including laying and jointing.

PS4.2.33.33 Patching brickwork

Patching of existing walls and closing of openings shall be as shown. All brick shall be keyed to the existing or stepped every course with all surfaces flush with the existing surface and all joints kept on line.

PS4.2.33.34 Protect face brickwork

All face brickwork, stonework, tiling, etc. liable to damage shall be covered up and protected during the progress of the remaining work and any damage done shall be made good to the satisfaction of the Employer's Agent or his duly authorized representative.

All face brickwork, stonework, tiling, etc. shall be cleaned down as the work proceeds and shall be covered up with paper, pasted on, or by other approved means where necessary to prevent soiling of the surfaces during the progress of the remaining work. At completion of the works the coverings shall be removed and the surfaces again cleaned down to the satisfaction of the Employer's Agent or his duly authorized representative.

PS4.2.33.35 Cleaning

On completion of the work all masonry must be carefully cleaned down, removing all large particles of mortar with a putty knife or chisel. If acid is required for the removal of mortar stains (see note below), it shall be hydrochloric (muriatic) and not stronger than one volume of the commercial acid to nine volumes of water. Before the acid solution is applied, the surface should be thoroughly soaked with clear water; otherwise the mortar stain may be drawn into the pores causing a permanent dulling of the rich natural masonry colors. The acid solution should be applied with a long-handled stiff fiber brush, with proper precautions as to covering of clothing, hands and arms to prevent burns. It should not be placed over an area greater than 1.5 to 2.0m² before the wall is again thoroughly washed down, or preferably hosed, with clear water immediately after cleaning. It is important to remove all trace of the acid before it

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attacks the mortar joint. All frames, trim, sills, or other installations adjacent to the masonry must be carefully protected against contact with the acid solution.

All paving shall be thoroughly cleaned off after laying to remove all traces of mortar and other substances, covered up and protected from damage during the progress of the works and again cleaned off at completion.

Any detergent or other materials used in the cleaning down of face brickwork etc. shall be of such nature that it will not harm adjoining paint and other finishings in any way.

NOTA BENE: *Whenever possible, smooth, light colored units should be scrubbed with warm water and soap powder in lieu of acid cleaning.*

PS4.2.34 Plastering **PS4.2.34.1 Lime**

Lime shall be hydrated plaster lime complying with the requirements of SANS 523.

PS4.2.34.2 Cement

Cement shall be as specified.

PS4.2.34.3 Sand

Sand for plaster shall be as specified.

PS4.2.34.4 Form key to concrete for plaster finish

All surfaces of concrete receiving plaster or similar finishes shall be well wetted and wire brushed immediately after the formwork has been removed and slushed over with 2:1 cement grout to form key for the finish, all to the approval of the Employer's Agent or his duly authorized representative. The slushing shall be allowed to set hard before any finish is applied

Where smooth formwork has been used, particular care shall be taken in forming the key for plaster as described in applicable concrete specifications.

PS4.2.34.5 Lime plaster

- a) One coat work on walls
Lime plaster for 1 coat work on walls shall be composed of 4 parts (volume) of sand and 1 part (volume) of lime. The material shall be mixed dry until of uniform colour, water shall then be added and the mixture turned over until the ingredients are thoroughly mixed.
Lime plaster not used on the day it is mixed, shall be kept moist until required for use by covering with wet sacks or by other approved means.
- b) Two coat work on walls

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The rendering coat shall be of compo plaster well scratched over to form key for the setting coat. The setting coat shall be composed of 1 part hydrated putty plaster lime, complying with the requirements of SANS 523 and 1 part fine washed sand, to which retarded hemi-hydrate hardwall finishing gypsum plaster shall be added in the proportion of 1 part of gypsum plaster to 4 parts of sand, all proportioned by volume.

The gypsum plaster shall not be added to the mixture until the setting coat is to be applied and shall then be thoroughly incorporated into the mixture and used immediately.

- c) Two coat work on metal lathing
The rendering coat shall be of compo plaster to which sisal shall be added in the proportion of 4kg of sisal to 1m³ of plaster. The rendering coat shall be well scratched over to form a key for the setting coat.

PS4.2.34.6 Compo plaster

Compo plaster shall be composed of 10 parts (volume) of sand, depending on the quality of the sand available, 1 part (volume) lime and 1 part (volume) cement.
The lime and sand shall be mixed dry until of uniform colour and then mixed wet. Approximately ½ hour before use, add the cement and any additional water as may be required and remix until thoroughly mixed.

Compo plaster shall be produced in such quantities as can be used whilst remaining workable as no compo plaster that has become unworkable shall be used in any way.

PS4.2.34.7 Cement plaster, one coat work on brickwork:

Cement plaster for 1 coat work on brickwork shall be composed of 4 parts of sand to 1 part of cement for internal work and 5 parts of sand to 1 part of cement for external work, all measured by volume, and mixed as described for cement mortar in sub-clause 4.2.19.9 (Cement mortar).

PS4.2.34.8 Thickness of plaster

Plaster on walls shall be not less than 12mm or more than 20mm in thickness and plaster on concrete ceilings and beams shall not be less than 9mm or more than 16mm in thickness.

PS4.2.34.9 Application of plaster

Walls shall be well wetted before plastering is commenced.

The surfaces of plastered walls internally shall be steel trowelled to a smooth, even and true finish, unless otherwise specified.

All external plaster shall be finished to a true and even surface with a wood float, unless otherwise specified. All plaster surfaces shall be free from blemish.

Plaster shall be returned into reveals and soffits of openings and all angles shall be true and straight with salient angles slightly rounded.

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The rendering coat of plaster in two coat work shall be approved by the Employer's Agent or his duly authorized representative before the setting coat is applied and notice shall be given to him when the plaster is ready for inspection.

All cracks, blisters and other defects shall be cut out, made good and the whole left perfect at completion.

PS4.2.34.10 Granolithic finish

Granolithic finish to floors, treads of steps, thresholds and similar horizontal surfaces shall be not less than 25mm thick, composed of 2 parts (volume) granite, or other approved hard stone chippings, or approved hard coarse sharp washed granitic or quartzitic river sand, graded up to a maximum size of 5mm, 1/6 part clean pit sand screened through a 2.4mm mesh sieve and 1 part (volume) of cement, and hand or mechanically steel trowelled to a true and smooth surface.

The material must test between 30 and 35MPa. No dry cement powder or grout shall be applied to the surface.

The granolithic shall be laid before the concrete subfloor has matured otherwise the exposed surface of the concrete shall be thoroughly cleaned with a wire brush and a coat of neat cement grout applied immediately before the granolithic is laid.

The granolithic shall be laid in panels not exceeding 20m² in area and joined to lines of panels with V-joints as directed. The length of any panel shall not exceed 4.5m and wherever possible the joints between the panels shall coincide with any joints in the concrete sub-floor. Where granolithic is to be tinted, it shall be laid in two thicknesses in one operation, the lower thickness being brought up to within 6mm of the finished level and the upper thickness, into which the requisite quantity of approved colouring material has been mixed, shall be laid. NO DUSTING OF COLOURING MATERIAL SHALL BE ALLOWED.

Granolithic finish to stair risers, sides of kerbs and other vertical surfaces shall be not less than 12mm thick.

Exposed salient angles of granolithic shall be neatly rounded to approximately 20mm radius. All granolithic work shall be carried out by experienced workmen and shall be protected from injury caused by rain or other extremes of weather for 12 hours after being laid, and against drying out too rapidly whilst hardening by covering with wet sacks or other suitable material and shall be protected from other injury and discoloration during the progress of the remaining work.

Edges of granolithic floors adjoining other floor finishes, edges of margins, etc. shall be true and sharp, all protected by fixing temporary wood strips which shall remain in position until laying of the adjoining flooring material is commenced.

PS4.2.34.11 Reeding to steps and upper surfaces

The treads of steps and upper surfaces of external thresholds finished with granolithic or sand-cement finish shall be rendered non-slip by reeding same near front edge for a width of 100mm and stopped 100mm from ends.

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PS4.2.34.12 Polishing of granolithic

All tinted granolithic finishes to floors, steps, thresholds, skirting, etc. shall at completion of all other work be twice polished with wax floor polish of an approved type.

PS4.2.34.13 Screeding to floors

Concrete sub-floors finished with wood mosaic, semi-flexible tiles and fully flexible vinyl sheeting and tiles and similar finishes shall be screeded with 1:3 (cement:sand) cement plaster of thickness required, but in no case less than 12mm, all steel trowelled to true and smooth surfaces. The sand used in the plaster shall be of such fineness as will allow for the screed being trowelled to a surface suitable to receive the finishes.

The screeding shall be laid before the concrete sub-floors have matured, otherwise the exposed surfaces of the concrete shall be thoroughly cleaned with a wire brush and a coat of neat cement grout applied immediately before the screeding is laid.

The screeding shall be laid in good time, but no finishes are to be laid if the screed exceeds 70% moisture content when measured with a hygrometer.

No traffic shall pass over nor shall any building operations take place on the screeding unless a proper protective covering is first provided.

NOTA BENE: A similar process shall be applicable where manholes or chambers are screeded.

PS4.2.34.14 Sand-cement finish

Sand-cement finish to treads of steps, thresholds, etc. shall be of 1:2 (cement:sand) cement plaster not less than 20mm thick and steel trowelled to true and smooth surfaces. Finishes to risers of steps, sides of kerbs and other vertical surfaces shall be not less than 12mm thick. Exposed salient angles shall be neatly rounded to approximately 20mm radius.

PS4.2.34.15 Natural aggregate concrete floor hardener

- a) Definition
All natural aggregate hardeners for concrete floors shall consist of a factory prepared blend of clean, properly graded and oven dried natural aggregate, Portland cement and chemical aids, all suitable for monolithic application to the surface of newly placed concrete. Where required the hardener may contain certain compatible pigments for tinted floors.
- b) Quality testing
- i) Sampling:
A minimum of 1% of every 5 tons of production shall be sampled and factory tested for water demand, compressive strength and proportioning.
- ii) Compressive strength and water demand
Mix with sufficient water to give a slump of 20 to 25mm in a 35 x 90 x 75mm high slump cone filled in three layers; tamping each layer with 15 strokes of

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a 16mm diameter rod, shall give the following minimum compressive strengths when tested in a 70mm mortar cube vibrated for 3mm on a vibrating table and stored in a curing room or tank at 22 to 25°C and not less than 90% humidity:

- at 7 days : 50 MPa
- at 28 days : 70 MPa

iii) Test records:

Each quality test record shall be so referenced that the batch numbers on bags of the product may be traced back to the relevant quality control report. Such reports shall be available for inspection by the Employer's Agent or his duly authorized representative for up to 1 year after manufacture.

c) Curing

As an integral part of this hardener, a membrane curing compound, which must be both compatible with the floor hardener offered and comply with the ASTM C.309 Type 1 specification for moisture retention, shall be used.

PS4.2.34.16 Ferrous aggregate concrete floor hardener

The ferrous aggregate hardener for concrete floors shall be a factory prepared blend of clean, properly graded ferrous metal aggregate, Portland cement and chemical aids for application and hardening, ready to apply as a dry shake to the surface of newly placed concrete before finishing.

The ferrous aggregate shall be guaranteed to be free of matter deleterious to concrete, such as oil and non-ferrous particles and shall be treated for rust inhibition. Where required it may contain compatible pigments for tinted floors.

PS4.2.35 General product requirements

PS4.2.35.1 Local content

Preference shall be given to materials fully manufactured in South Africa with South African raw materials.

PS4.2.35.2 Site service

The manufacturer shall be expected to supply samples free of any other additional charge, and the services of a qualified technical representative on all of the building sites pertaining to the particular contract in order to train the placing team in the correct application methods of the product during initial placing upon 1 week's notice.

Circumstances may necessitate follow-up inspections.

PS4.2.35.3 Shelf life

The shelf life of the offered product shall be stated and the expiry date displayed on each bag. The Contractor shall ensure that the product supplied will survive the Contract Period, or replace the product at his cost.

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PS4.2.35.4 References

The Contractor shall submit names and locations of projects in South Africa where the offered product has been in successful use for a period of at least 5 years under similar conditions and at similar rates. The Contractor shall:

- i) make arrangements with the project owners for access for such visits, if the Employer's Agent or his duly authorized representative wish to inspect such reference project sites.
- ii) provide an acceptable alternative at the same accepted financial rate of the original proposed product, should the Employer's Agent or his duly authorized representative find the product unacceptable.

PS4.2.35.5 Approved products

Only products that have been tested and which have been approved by the SANS shall qualify.

PS4.2.35.6 Application rates

As specified by the manufacturer.

PS4.2.35.7 Control testing

The Contractor shall be required to conduct control testing as and when requested by the Employer's Agent or his duly authorized representative, proving the quality of the product used.

PS4.2.36 Specific work-related instructions

PS4.2.36.1 Contractor's responsibility

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

PS4.2.36.2 No disturbance

The Contractor shall be required to perform Works at all conduits with limited and approved disturbance to the existing service provision. Should the Contractor decide to use a stringing method to survey the conduit, the stringing lines shall not be left in the conduit for more than 5 days or without consent of the Employer's Agent or his duly authorized representative.

PS4.2.36.3 Immediate danger

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All obstructions, cracks, irregularities must be fully surveyed and documented. The Contractor must inform the Employer's Agent immediately of any obstruction encountered, locations of hazardous atmosphere, or conduits that are in immediate danger of structural failure. Where possible:

- a) the survey shall be done from the opposite side, whilst appropriate health and safety measures are adhered to, so that the extent of the danger can be assessed.
- b) the position shall be clearly and accurately marked, to allow operations and maintenance to easily locate the position.

PS4.2.37 Survey reporting
PS4.2.37.1 CCTV reporting

The Contractor shall:

- a) make use of a computer programme to produce CCTV survey reporting, including providing video recordings in one of the following digital formats: mpg, avi, mov or other formats agreed with the Employer's Agent or his duly authorised representative. However, the Contractor shall ensure that the Employer and Employer's Agent are provided with all software to view recordings and print still images from the recordings. Any once-off or recurring fees to use such software shall be the account of the Contractor. The Employer prefers that recording be in MPEG2 format.

Each digital file shall contain the file name with a maximum of 64 characters according to the following:

- i) <Contract number>
- ii) E <Asset number>
- iii) F <From asset number>
- iv) T <To asset number>
- v) <Street Name>
- vi) M <Measured length>
- vii) I <Inspected length>
- viii) <inspection direction: DS or US>
- ix) <letter designating inspection sequence>.MPEG

e.g., JW..... E5329 F5328 T5350 BERRY M100.0 I39.2 US B.MPEG indicates that this is the second or "B" partial inspection of this entity, 39.2m long.

All required header information fields shall be completed and verified for correctness by the Contract authorised manager. The software used to produce the survey report shall not allow the operator to continue inputting information until the preceding field has been completed. The report shall be machine printed and presented according to the WRC MSCC.

The survey report shall identify major defects and shall include photographs and video prints as specified in clause PS5.2.22 (Photographs and video prints).

- b) take reference to the conduit grading (where appropriate) as per the WRC MSCC.
- c) ensure that each Contract CCTV surveyor shall maintain an accurate record of his survey results and accuracy ratings to be signed by the Employer's Agent or his duly authorised representative. The original copies of the records shall remain with the Employer's Agent or his duly authorised representative to be submitted to the Employer as part of the Contract Close-out report.

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PS4.2.37.2 Survey report drawings

The Contractor shall submit with his survey report(s) a combined set of drawings highlighting the following minimum requirements.

- a) Water and sewer conduits
Drawings shall unambiguously indicate the location, size, shape, material, and condition of all surveyed water and sewer conduits, with particular reference to:
 - i) condition grading of conduit;
 - ii) any previous rehabilitation and/or repairs executed;
 - iii) required point repairs; and
 - iv) the location and type of sewer blockages cleared or not cleared.
- b) Water and sewer infrastructure Drawings shall unambiguously indicate the location of all surveyed infrastructure, i.e. water and sewer manholes and sewer backdrops, with particular reference to:
 - i) the type or water and sewer manhole cover and frames (hinged or non-hinged);
 - ii) whether sewer manhole was found in an open or closed position;
 - iii) the location and type of sewer blockages cleared or not cleared;
 - iv) rehabilitation and/or repairs required; and
 - v) any previous rehabilitation and/or repairs executed.

PS4.2.37.3 Report submission requirements

The Contractor shall submit to the Employer's Agent survey reports as follows:

- a) within a maximum 5 days after successful completion of the survey of a section of conduits, 2 copies of the report per item (unless specified otherwise), respectively for use by the Employer's Agent and the Employer.
 - i) 2 x copies of the printed survey report;
 - ii) 1 x copies of the printed photographs and video prints (as specified);
 - iii) 2 x CDs each containing the identical survey report information as in the printed copies (as stated above); and
 - iv) 2 x DVDs each containing the digital video recording. The Contractor shall ensure that entire surveys per manhole length shall be contained on a single DVD. Thus, where possible, reverse set-up inspections shall be recorded immediately after the original inspection.

The Employer's Agent requires that all of the sectional surveys of a single conduit be logically grouped together in a single report.

- b) submit to the Employer's Agent different survey reports (number of copies as specified above), as he may require different sections of the survey to be conducted using different survey methods.
- c) submit to the Employer's Agent separate survey reports (number of copies as specified above) for any part of the complete survey, this shall be noted in writing by the Employer's Agent prior to the commencement of that section of the work.

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- d) comply with reasonable requests from the Employer's Agent to supply the information on some parts of the survey whilst the complete survey is still in progress.
- e) submit a report that contains a summary of the key surveying findings, including but not limited to:
 - i) manhole references, with a note indicating whether the survey was successfully conducted or not, and stating reasons for unsuccessful surveys;
 - ii) conduit diameter and lengths;
 - iii) conduit material; and
 - iv) a conditional assessment ranking of the various conduit or appropriate sub-sections thereof.

PS4.2.37.4 Contractual sign-off

The Contractor shall ensure that all reports submitted to the Employer's Agent or his duly authorised representative are formally signed-off by the most senior Contractor designated manager, who shall be suitably qualified (preferably the Contract authorised signatory) as an indication that the report findings are an accurate account of the condition of the conduit or other infrastructure surveyed.

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

PS4.2.38 Maintain sewage flow

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for maintain sewerage flow for the duration of contract

Unit: Sum

The Contractor shall clearly specify the equipment and method proposed.

PS4.2.39 Cleaning of conduits

Unit: m

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the proper cleaning of conduits in manhole lengths for various conduit sizes and shapes. Including provision and operation of all cleaning equipment and accessories, regular calibration of equipment, all the required testing equipment, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation equipment, collections of arisings, containers for the removal and disposals of arisings, video prints, photograph prints, card-index file(s) and reporting.

Cleaning shall take place prior to any CCTV camera survey and/or implementation of the works and once again after the works have been implemented (including all trenchless applications).

PS4.2.40 CCTV surveys

Unit: m

The rate shall cover the cost for the supply or hire, operating of the CCTV equipment and providing DVD for the Employer's Agent.

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Manhole repair and/or rehabilitation

PS4.2.41 Manhole bottom repair and/or replacement

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful repair and/or rehabilitation of existing manhole bottoms. Including provision and operation of all equipment and accessories, provision and application of all repair materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, and required manhole surface preparation, waterproofing, testing and reporting.

- a) Repairs without channel replacement
Unit: m²
- b) Channel replacement
Unit: No

PS4.2.42 Step iron repair and/or replacement

Unit: No

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful repair and/or rehabilitation of manhole step irons. Including provision and operation of all equipment and accessories, removal of existing step irons, disposal of existing defunct step irons, cleaning and installation of existing step irons, provision and installation of new step irons, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, any required manhole surface preparation and reporting.

- a) Re-instatement of existing step-irons
- b) New step-irons

PS4.2.42.1 Stopping active manhole wall leaks

Unit: No of manholes

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful sealing of active wall leaks in manholes. Including provision and operation of all equipment and accessories, provision and application of all repair materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, any required manhole surface preparation and reporting.

PS4.2.43 Surface stabilisation of concrete manholes (where necessary)

Unit: m²

The rate shall include the complete (labour, qualified operators, material and equipment) cost for the successful stabilisation of concrete manholes. Including provision and operation of all equipment and accessories, provision and application of all repair materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, any required manhole surface preparation and reporting.

PS4.2.44 Patching masonry walls

Unit: m²

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful patching of existing masonry walls in manholes. Including provision and operation of all equipment and accessories, provision and application of all patching materials, safety equipment (including that required for the Employer's Agent or his duly authorised

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representative's sole use), traffic accommodation, manhole invert protection, any required manhole surface preparation and reporting.

PS4.2.45 Manhole waterproofing

Unit: m²

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful waterproofing of existing masonry and concrete manholes. Including provision and operation of all equipment and accessories, provision and application of all waterproofing materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, any required manhole surface preparation and reporting.

PS4.2.46 Replace benching in existing manholes

Unit: m²

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful replacement of benching in existing manholes. Including provision and operation of all equipment and accessories, provision and application of all repair materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, and required manhole surface preparation, waterproofing, testing and reporting.

PS4.2.47 Reseal existing manholes

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful resealing of existing manholes. Including provision and operation of all equipment and accessories, provision and application of all repair materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation, manhole invert protection, and required manhole surface preparation, waterproofing, testing and reporting.

a) Masonry Wall

Unit:

m²

b) Pre-cast concrete rings

Unit:

No.

PS4.2.48 Removal of damaged pipes

All pipes that have been removed from the excavations are spoiled within 48 hours of excavation failing which the Employer's Agent shall be entitled to suspend work under the Contract.

The rate shall include the complete (labour, disposing, plant and equipment) cost for the removal of such material.

Unit: m

PS4.2.49 Trenchless technology

PS4.2.49.1 Supply and Installation of pipe through pipe cracking

Unit: m

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful pipe cracking of the pipe, installation and supply of pipes of various diameters, jointing of pipe, (launching and reception pits shall be covered under earth works). The rate shall also include the provision and operation of all equipment and accessories, provision and application of all materials, safety equipment (including that required for the

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Employer's Agent or his duly authorised representative's sole use), traffic accommodation and testing and reporting.

PS4.2.49.2 Supply and Installation of pipe through Horizontal Direction Drilling (HDD)

Unit: m

The rate shall include the complete (labour, qualified operators, material, plant and equipment) cost for the successful drilling of the pipe, installation and supply of pipes of various diameters, jointing of pipe, (launching and reception pits shall be covered under earthworks). The rate shall also include the provision and operation of all equipment and accessories, provision and application of all materials, safety equipment (including that required for the Employer's Agent or his duly authorised representative's sole use), traffic accommodation and testing and reporting.

PS4.2.49.3 Manhole Plugging

Unit: No

The rate shall cover the plugging of manholes only during any operation within the pipeline. The rate shall be broken down pipe diameter ranges.

PS4.2.49.4 Over-pumping

Unit: hr

The rate shall cover over-pumping of the sewer lines. The items shall be broken down into different pipe diameter ranges and the maximum pumping rate for the pump shall be stated. This rate shall not include manhole plugging.

PS4.3 Plant and materials

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

PS4.4 Engagement of Labour

PS 4.3.1 Provision of a Temporary Workforce for the Contract

The Contractor shall have regard for the stipulation laid down for all Labour Intensive projects that he employs labour from the local community through the Labour Desk that has been established for this purpose.

The Labour Desk shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-Contractors. The Labour Desk shall also assist and advise regarding conditions of employment, minimum wages, disputes and disciplinary procedures.

The workforce that is employed on Site shall consist of local labour where applicable, except for approved key staff, to the extent that is compatible with the requirements of Clause 4.11 of the General Conditions of Contract 2010.

The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee irrespective of whether such employee is employed by the Contractor or by a local

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sub-contractor. Furthermore, a contract of employment must be signed between the Contractor and each of his employees and sub-contractors and between such sub-Contractors, and each of the sub-contractor's employees with clear reference to the following conditions:

- The minimum agreed wage rate per hour in respect of labourers;
- The agreed pay rate per unit of production where applicable;
- UIF and WCA payments;
- Minimum working hours per day;
- Start and end times of a daily shift;
- Lunch break times;

Company Policy regarding the following:

- Rain time
- No work no pay - sick, absent
- Disciplinary policy
- Grievance policy
- Method of payment
- Workers' clothing and safety equipment to be issued.
- The Contractor is required to show these items to the Employer's Agent for approval before construction commences.

PS 4.3.2 Transportation of labourers

The labour employed on this contract shall be local labour from the nearest local community. Transportation should be provided for the labourers from Site Office to where they are working and back to the Site Office.

PS 4.3.3 Minimum wage for local labour

Contractor to comply with the latest Government Gazette: Basic Conditions of Employment Act 75 of 1997 from the Department of Labour.

PS 4.3.4 Training

The Contractor will be expected to provide formal training for the labourers. In this regard the labourer will be attending training for five days and the labourers should receive their full salary while on training. The Contractor is expected to have allowed for this in his rates.

PS4.5 Existing services

PS 4.5.1 Known services

Existing known services, both underground and overhead, are indicated on the drawings, but the positions of existing services on the drawings are not guaranteed nor does the Employer or the Employer's Agent accept any liability in this regard.

PS 4.5.2 Treatment of existing services

The Contractor must liaise with all relevant local authorities to satisfy himself that all relevant services have been located. At the commencement of the contract, the Contractor must hand

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excavate a distance 0, 5 metre on each side of the located service to expose it. The exposed service shall be identified and recorded on a drawing.

A copy of the drawing with all known services shall be submitted to the Employer's Agent before construction can commence in any road reserve. Once the exposed service is identified and recorded the excavation must immediately be backfilled. Re-excavation by hand at construction stage will not be measured in addition to normal trench excavation.

The Contractor shall retain full responsibility for establishing the exact positions of the various services in advance of any construction work. No allowance for delays or disruption shall be entertained unless the Contractor complies fully with the provisions of this clause regarding the establishment of the exact positions of the various services in advance of any construction work.

PS 4.5.3 Use of detection equipment for the location of underground services

The Contractor:

is responsible to provide his own equipment in order to determine the location of existing services, and shall locate and expose existing services by hand.

PS 4.5.4 Damage to existing services

The Contractor:

must make provision for the possible existence of numerous services within and in close proximity to the work areas;

shall take necessary steps to protect any existing services whatsoever against damage which may arise as a result his operations on site. Adequacy in terms of protection of existing services shall be at the discretion of the Employer's Agent. The Contractor is to make good the protection of and any breakages to existing services;

must inform the relevant service provider immediately (within 2 hours of the incident) such that procedures for the re-instatement of the service can be effected, should he damage or break an existing service (whether known or unknown);

shall bear the cost of the repair of damages to any service, the possible existence of which could reasonably have been ascertained by him in good time.

Under no circumstance is the Contractor to alter or in any way interfere with existing works or underground services unless authorised by the Employer's Agent.

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

PS4.6 Site establishment, facilities available and required

P.S4.6.1 General

In order to facilitate compliance with the General Conditions of Contract and Conditions of Contract the Contractor shall be required to set-up an individual construction camp. The size and functionality of the site camp shall be in relation to the individual Blocks and Sections. It is, however, expected that the Contractor would have made themselves aware on whether one or multiple site camps are required for the execution of the complete Contract Works.

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The Contractor shall price accordingly and state so in their proposal. For the camp/s, the following shall apply:

- a) The Contractor shall make arrangements with the relevant authority for a suitable site to establish a construction camp, storage, works offices, workshop/s, kitchen, and shelters for security personnel.
- b) The Contractor shall note that only security personnel shall be permitted to remain in the campsite overnight.
- c) Ablution facilities shall be provided for men and women separately. One toilet per twenty workers shall be provided. Such facilities shall at all times be maintained in a clean and hygienic condition. Toilets shall be screened from public view and their use shall be enforced.
- d) Covered accommodation shall be provided for perishable or corrodible materials, fittings and the like and shall be adequate and suitable for their purpose. In the case of cement stores, they shall be well ventilated, weatherproof and waterproof with appropriate floors to keep the materials dry and freely aerated.
- e) All such accommodation shall be subject to the approval by the Employer's Agent who shall have free access thereto at all times.
- f) Temporary buildings and fencing are to be safe, neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition for the duration of the Works.
- g) It shall be the Contractor's responsibility to ensure that they are in compliance with all relevant laws and regulations as well as tribal requirements.

PS4.6.2

Site facilities required for Employer's Agent

- a) Source of water supply: It will be the responsibility of the Contractor to make his own arrangements for the supply of water. Potable water is available in the area and the Contractor is to make the necessary arrangements for the provision of a metered point of supply with the Employer. The sum entered by the Contractor in the Bill of Quantities for provision of water shall be deemed to include full compensation for the procurement, transport, storage (where necessary), supply and application of water and for all the work necessary and incidental thereto for the various items of work where water is required for the purposes of the contract. The Employer does not guarantee the availability, sufficiency or continuity of any supply and no claims in this regard will be considered.

The Contractor is to be aware of the fact that this Contract is to be carried close to a built up environment and that, as such, excessive dust creation will be considered unacceptable by the local residents. The Contractor is to make provision for regular watering of the works in order to alleviate dust creation. During dry weather, or during periods when dust is created by the construction process, the Contractor will be required to water the works a minimum of twice a day, or as specified by the Employer's Agent. This is a requirement over and above the normal requirement for watering of the works.

- b) Source of power supply: It will be the responsibility of the Contractor to make his own arrangements for the supply of electricity. The sum entered by the Contractor in the Bill of Quantities for the provision of power shall be deemed to include full

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compensation for the procurement and supply of powers to the works. The Employer does not guarantee the availability, sufficiency or continuity of any supply and no claims in this regard will be considered.

- c) Contractor's camp: A suitable site for the Contractors camp will be identified prior to commencement by the Employer. The Contractor is to make the necessary arrangements for the payment of services to the Municipality where applicable. The camp site shall be kept clean and tidy, and at the completion of the contract shall be restored to its original condition at the Contractor's own cost, and to the satisfaction of the Employer's Agent. In order to facilitate compliance with the Conditions of Contract and the Specification, the Contractor may establish storage accommodation, works offices, workshops, mess-rooms, kitchens, shelters for watchmen, latrines, ablutions and the like in such positions and under such conditions as may be agreed by the Employer's Agent and indicated in the Addendum to the EMP.

Temporary buildings and fencing are to be neat and presentable and the surrounding areas must at all times be kept in a neat, clean and orderly condition.

The Contractor shall not make any excavation without written permission of the Employer's Agent.

Covered accommodation for perishable or corrodible materials, fittings and the like shall be adequate and suitable for their purpose, and, particularly in the case of cement stores, shall be well ventilated, weatherproof and waterproof with floors raised off the ground, so as to keep the materials perfectly dry and freely aerated. All such accommodation shall be subject to the approval of the Employer's Agent who shall have free access there at all times.

In addition to the above, the Contractor shall provide one toilet per 20 workmen. Portable toilet facilities shall be made available to workers of both male and female genders, the number provided to be in proportion to the ratio of the sexes. The toilets shall be located in the vicinity of the work site, shall be screened from public view and the use thereof shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the regular removal of night soil.

The Contractor may not house members of his permanent staff except for a security guard at the site and is to make the necessary arrangements for the transport of his staff members to and from the site on a daily basis. As the Contractor's Camp may be located in close proximity to a residential area, attention to noise levels, particularly after hours, will be essential.

- d) Site facilities required for Employer's Agent and others: The requirements of the Employer's Agent's Site Establishment are detailed in Project Specification PSA and PSAB.

The Contractor shall provide the following office facilities at his main site camp for the Employer's Agent and others:

- One office for the Employer's Agent's Representative.
- Temporary office accommodation to suit his own requirements.
- Covered parking facilities for two (2) cars for the Employer's Agent's Representative.

A cell phone will be required for the sole use of the Employer's Agent's Representative. The Contractor shall be responsible for the payment of calls related

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to the Contract made by the Employer's Agent's Representative, on this mobile phone, during the course of the Contract. A Telkom ADSL line with modem facilities shall be provided on site and be available for the sole use of the Employer's Agent's Representative at all times.

NOTA BENE: Where the Contractor intends utilising an existing camp (as part of another project), own office and/or storage facilities or facilities of the Employer, proof must be provided as to how Preliminary and General costs are charged on this Contract and what the current arrangement with the other employer or this Employer is with regard to use of such facilities.

PS4.7 Site usage

PS4.7.1 Work on private or state property

The Contractor is to confine his activities strictly to the working area defined as being within 10 metres on either side of the pipelines, spoil sites and the direct access roads to these. He shall not encroach upon any roadway except with the prior approval of the Employer, in writing. The Contractor shall, throughout the Contract, take adequate precautions to protect all existing services from damage whether or not they have been pointed out to him.

Shallow sewer connections are to be found at the rear of the mid-block latrines. Particular care shall be exercised when excavating behind these structures. Underground electric cables are to be found on all erven at depths of between 75 and 1000 mm. Typically, these cables are at a distance of up to 1200 mm parallel to the erf boundaries and perpendicular to the common boundaries where they connect to the houses. Cables may also be encountered along the boundary behind the latrines. Particular care should be exercised when excavating in the vicinity of these cables.

The Contractor shall, as soon as is practically possible, inform the Employer's Agent of any damages to services and shall not repair any such damage unless instructed to do so. The Contractor shall be responsible for making good, at his own cost and to the satisfaction of the Employer's Agent, all damage caused by him to buildings and other improvements to properties.

Should the Contractor consider that damage to buildings and structures is unavoidable in the execution of any portion of the Works, he shall obtain the approval of the Employer's Agent before proceeding with the work. Where damage is noticed before commencement of work on that erf, this should be reported to the Employer's Agent in order to prevent a possible liability claim from the owner.

PS4.7.2 Site safety and precautions against nuisance

The Works are to be conducted in an urban area where high volumes of pedestrian and vehicular traffic may prevail. The watching, barricading, lighting and traffic control on site shall be carried out in strict compliance with these specifications. The Contractor shall ensure that all safety measures are strictly adhered to. The Contractor shall ensure that excavations on sidewalks within the road reserves or within the erven, do not at any time present a safety hazard to pedestrians. All excavations that remain open overnight are to be adequately protected.

The Contractor shall provide all safety materials and equipment necessary for barricading and safeguarding the excavations. The safety of staff and labour involved with the Works and the security of installations, plant and equipment is of major concern and need special attention during the execution of the Works.

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Plant used on the Works shall be as efficiently silenced as possible and noisy operations will be permitted only between the hours of 07:00 and 17:00. Any work outside normal hours will be permitted only on the written authority of the Employer's Agent. Wherever excavations or loading of material is liable to form dust, an effective method of spraying water over the excavated area and loaded material shall be instilled. Any rock or debris falling from trucks on the roads shall be removed immediately. Precautions shall be taken to prevent fouling of public roads or private surfaces. The Employer's Agent may order the Contractor to broom off and clean roads or surfaces where debris may constitute a danger to the public or a nuisance to the owners.

PS4.7.3 Work on live sewer mains

Every effort will be made by the Employer to furnish the Contractor with all available information regarding existing reticulation systems. Such information is given in good faith. Actual conditions in the field may, however, vary from the records upon which information is based. The Contractor must allow in his programme for delays when working on live mains and, as far as possible, such work should not be on the critical path of any programme and every effort must be made to have alternative work available.

PS4.7.4 Work outside normal working hours

In accordance with General Conditions of Contract Clause 5.8.1, certain work may only be done outside normal working hours. Such work shall be undertaken solely at the discretion of the Employer's Agent who shall, from time to time, issue advance orders in writing to the Contractor detailing the work to be undertaken. Work undertaken, as ordered, outside normal working hours shall be measured and paid for at the rates applicable to each and every item carried out as scheduled.

Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays and also 07:00 to 13:00 on Saturdays.

Where the Works are conducted within the road reserve of major arterial roads, the contractor's operations will be restricted to out-of-peak traffic periods (typically 09:00 to 15:30) or as determined by the Traffic Department. The Contractor shall co-ordinate his activities in such a manner that only minor operations that are non-disruptive to traffic are carried out during peak traffic periods. Should the Contractor choose to work outside normal working hours without having been ordered to do so by the Employer's Agent, permission will not be unreasonably withheld but all additional costs arising out of such work shall be entirely to the Contractor's account.

PS4.8 Permits and wayleaves

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

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

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expires prior issuing of completion certificates, it will be the responsibility of the contractor to re-new.

All associated costs to obtain permits and way-leaves as required for the execution of the works, where such affect other services, shall be deemed to have been included in the scheduled rates for SANS 1200A or SANS 1200AA or SANS 1200AB where pricing provision for such items have been allowed for in the pricing schedules, alternatively it shall be deemed to be included in the various scheduled activity rates or prices provided by the Contractor.

PS4.9 Alterations, additions, extensions and modifications to existing works

The Contractor shall, within 20 working days or 10 % of the construction period after taking possession of the site (whichever is the lesser), satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works, and notify the Employer of any areas of dissatisfaction. The Contractor shall, on becoming aware of a defect in existing works which will have an impact on the current works, notify the Employer of such a defect without delay.

PS4.10 Inspection of adjoining properties

The Contractor shall, before commencing with works which have the potential to damage surrounding structures, services, buildings or property, arrange an inspection with the owners of such structures, services, buildings and property and representatives of local or controlling authorities, as appropriate, to determine the condition of buildings, structures, services, paved surfaces, roads, kerbs, channels and the like, that the works could affect, and document their current condition in sufficient detail to enable disturbances or damage which might be caused by the works to be evaluated. The Contractor shall furnish the Employer with copies of all such documentation and shall be held responsible for any disturbance and damage to such structures, services, buildings and property arising from the performance of the contract as well as any costs involved in refuting or processing such claims.

PS4.11 Water, sanitation and electricity for construction purposes
PS4.11.1 Water

The Contractor shall make his own arrangements with the Employer to obtain a potable water metered standpipe connection for which at least 14 days

notice shall be given. The size of the connection provided will be as specified in the Water and Sanitation By-laws.

The Contractor may only draw water from fire hydrants through means of a legal, Employer owned, potable water metered standpipe. Failure to use such Employer owned potable water metered standpipes, or using illegal, non-Employer owned equipment for purposes of drawing

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water from fire hydrants, will result in the Contractor having to pay an account to the Employer, for an amount determined by the Employer

The potable water metered standpipe(s) must be made available to the Employer's water inspectors for purposes of reading and inspection, and failure to do so, will result in the immediate withdrawal of such potable water metered standpipe(s). The onus is on the Contractor to return such potable water metered standpipe(s) if they are found to be defective (not registering consumption). Failure to do so will result in an account being levied, payable to and determined by the Employer. Claims for delays caused where standpipe(s) are withdrawn and/or replaced will not be considered.

The current water tariffs applicable to the Contract are available from the Employer.

PS4.11.2 Sewer

The Contractor shall provide, maintain, move to positions as required and finally remove proper sanitary accommodation at each work front. Sanitary accommodation shall be properly screened and its use strictly enforced. The Contractor shall comply with the Employer's Sanitation General By-Laws Section 19(1) and 19(3).

The situation of sanitary accommodation prescribed in terms of the Sanitary General By-Laws shall be approved by the Employer's Agent as being convenient for the person for whose use it is intended. The sanitary accommodation provided must be adequately ventilated, properly disinfected and kept in a thoroughly clean condition at all times.

The Contractor shall bear all costs associated with the provision of sanitary accommodation. Compensation for these costs will be made under the relevant item in the Schedule of Rates.

PS4.11.3 Power

The Contractor shall make arrangements with the relevant authority for the supply and distribution of power for purposes of this Contract, the cost of which shall be deemed to be included in the rates inserted in the Schedule of Rates.

Power used for carrying out of the works in accordance with these Specifications will not be subject to measurement or payment.

PS4.12 Survey control and setting out of the works

The Contractor is to confirm the levels and coordinates of all benchmarks prior to commencing with construction.

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PS5 MANAGEMENT OF THE WORKS

PS5.1 Applicable SANS 1921 Standards

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

PS5.2 Planning and Programming

PS5.2.1 Work plan

Seven days prior to commencing with any part of the Works, the Contractor shall submit to the Employer's Agent, for review and approval, a work plan detailing the procedure and schedule to be used to execute such works, detailing and substantiating any deviation from the originally proposed approach. Further, the work plan shall include a:

- time frame;
- description of all equipment and tools to be used;
- list of personnel and their qualifications and experience (including back-up personnel in the event that an individual is unavailable);
- list of sub-contractors, schedule of work activity;
- safety plan (clearly highlighting any potentially hazardous substances to be used);
- traffic control plan (if applicable);
- an environmental protection plan; and
- Contingency plans for possible problems.

The approval given by the Employer's Agent shall in no way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as prescribed under this Contract

Work plan shall be comprehensive, realistic and based on actual working conditions. Further it shall form the various sub-sections of the overall Contract programme and plan

NOTA BENE: No works shall be allowed to commence without an approved work plan.

PS5.2.2 Planning

The Contractor shall ensure that he:

- is well informed with regard to the Employer's overall maintenance programme and avail resources as required to efficiently complete this Contract; and
- delivers goods and services timeously to meet the Employer's prevalent performance standards and where applicable to not unnecessarily delay any other contractors, service providers and suppliers.

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PS5.2.3 Programming

In order to ensure a clear understanding, at the inception of the Contract, of the programming and documentation format requirements, the Contractor shall appoint a project programmer/ planner for liaison during the Contract. The Contractor shall for the Contract Period provide and regularly update (maximum monthly) a Contract Programme.

The programme shall at minimum contain:

- a) Time Scale (minimum):
 - i) Days, where the period does not exceed three months. Weeks, where the project period exceeds three months.
 - ii) Months, where the period does not exceed one year.
 - iii) Years, where the project period exceeds one year.
- b) Tasks: Where phases or stages are anticipated, this shall be the highest level of division and all tasks related to the successful accomplishment of that phase of the area shall be grouped. Resources allocation and task dependency shall be indicated.
- c) Start and Finish Dates: All tasks shall have specific start and finish dates.
- d) Critical Path: All tasks forming the programme line that will establish any delays in the overall Contract Period shall be clearly indicated and an indication of their sensitivity characteristics shall be provided.
- e) Progress Tracking: The Contractor shall be required to periodically indicate progress per task graphically and on a percentage basis.
- f) Non-working Time: All South African public holidays, weekends and the local traditional annual builder's break shall be incorporated in the programme..
 No deviation from the approved sequence of construction shall be accepted without prior written approval.

The programme shall not be in the form of a bar chart only, but shall show clearly the anticipated quantities of work to be performed each month, together with the manner in which the listed plant is to be used, as well as the anticipated earnings for the various sections of work.

NOTA BENE: A Contract programme shall be submitted to the Employer's Agent no later than 21 days after Contract Commencement Date.

The Contractor shall provide the Employer's Agent with a method statement indicating the manner and sequence in which he intends to construct the works, for each work area, with the program. In the method statement the Contractor must address at least the following items:

- a) sequence of the works for the relevant works area;
- b) target dates for the tasks identified in sequence of the works for the relevant works area;
- c) materials requirements;
- d) construction Plant to be used;
- e) services affecting construction; and
- f) any factors that could affect construction progress after commencement.

The method statement must be approved by the Employer's Agent before commencement of construction. In order to minimize the impact on traffic, pedestrians and business the Contractor will be required to segment the works in such a manner that no portion of the works is more than one day ahead of the following position. These segments of the works shall be clearly defined in the Contractor's method statement for each work area.

If, during the progress of the work, the quantities of work performed per month fall below those shown on the program or if the sequence of operations is altered, or if the program is deviated from in any

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other way, the Contractor shall, within one week after being notified by the Employer's Agent, submit a revised program.

If the program is to be revised by reason of the Contractor falling behind his program, he shall produce a revised program showing the modifications to the original program necessary to ensure completion of the Works or any part thereof within the time for completion. Any proposal to increase the rate of work must be accompanied by positive steps to increase production by providing more labour and plant on the Site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Employer to take steps as provided for in the General Conditions of Contract 2010..

The approval by the Employer's Agent of any program shall have no contractual significance other than that the Employer's Agent would be satisfied if the work is carried out in accordance to such program and that the Contractor undertakes to carry out the work in accordance with the program. It shall not limit the right of the Employer's Agent to instruct the Contractor to vary the program should circumstances make this necessary.

PS5.3 Sequence of the works

The sequence of works to be executed shall be agreed between the Employer's Agent and the Contractor. It is envisaged that the visual stormwater drainage surveys shall be executed and its findings shall determine the order of the other works. Also see 'Prioritising works' in the Contract Data section.

Notwithstanding any changes that the Employer's Agent deems necessary the sequences should include the following:

A

- Contract Hand Over
- Public Participation Meeting
- Site Camp Establishment
- Appointment of CLO
- Instruction to Commence with Works
- Local labour Recruitment and Inductions
- Exposing of Existing Services
- Notification to Depot to confirm Existing Services and Tie-ins
- Procurement of Material
- SMME's Scope Identification
- Advertising and Appointment of SMME's

B

Team 1 (Main Contractor)

- Survey
- CCTV
- Excavation (Indicate Per Street)
- Pipe Laying (Indicate Per Street)
- Backfilling (Per Street)
- Manhole Construction
- Erf-Connections
- Practical Completion Date

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- Completion Date
- C
- **Team 2 (Subcontractors - Contractor)**

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

PS5.4 Software application for programming

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

PS5.5 Methods and procedures

The Contractor shall submit to the Employer's Agent, within a period stated in the Contract Data, a detailed construction programme, detailing the date of commencement and completion of the work activities, dates, duration and extent of traffic accommodation interruption water supply to affected consumers. The detailed programme shall be based on the preliminary programme submitted with the tender and shall make an allowance for the following:

- Normal working hours shall be defined as between 07:00 and 17:30 Mondays to Fridays.
- No work outside working hours will be allowed. Should the Contractor wish to work outside normal working hours written permission shall be obtained from the Employer's Agent and all additional costs arising out of such work shall be entirely to the Contractor's account.
- Only one side of the street may be affected by the construction at any one time.
- The Employer's Agent may require that the construction of certain road crossings be done outside normal working hours.

The Employer's Agent shall provide the Contractor with drawings and details of the Works that need to be done.

Once a detailed programme has been approved, the Contractor shall not deviate from the planned operations..

PS5.6 Quality plans and control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the specifications and drawings rests with the Contractor, and the Contractor shall, at his own expense adhere to the quality monitoring system set by Employer's Agent and where not available, The contractor will institute their quality monitoring system as long as it conforms with the required SANS standard. The contractor must provide the experienced personnel, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control will be deemed to be included in the rates tendered for the related items of work.

On completion and submission of every part of the Works to the Employer's Agent for examination, the Contractor shall furnish the Employer's Agent with proof of quality in the form of a data pack

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containing measurements, inspection request, daily diaries, levels and all compaction, air or water test results and CCTV results in the form of a DVD to indicate compliance with the scope of work.

PS5.7 Accommodation of traffic on public roads occupied by the Contractor
PS5.7.1 Accommodation of traffic

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

PS5.7.2 Access to properties

Adequate access shall at all times be maintained to public and private properties unless otherwise arranged and approved. Details of the proposed means of access shall be submitted before any such access is restricted. Claims arising from impeded access shall be the responsibility of the Contractor.

At least 7 days before commencing any work affecting access to a property, the Employer's Agent and the occupier/owner of each such property shall be notified of the Contractor's intention to commence work, the date of commencement, expected duration and arrangements which will be made regarding maintenance of access.

PS5.7.3 Transport Department requirements

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

PS5.8 Other contractors on site

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

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

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

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

The act of passing any completed work or accepting materials or goods for payment by the Employer's Agent shall not be construed as signifying approval or acceptance thereof. Failure on the part of the

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Employer's Agent to reject any defective work or material or goods shall not in any way relieve the Contractor of his obligations under the Contract, nor prevent later rejection when such work or material is discovered.

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

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

PS5.10 Recording of Weather and Abnormal Rainfall

If during the time for completion of the works or any extension thereof abnormal rainfall or wet conditions shall occur then an extension of time in accordance with Clause 5.12.2 of the General Conditions of Contract 2010 hereof shall be granted by the Employer calculated in accordance with the formula given below for each calendar month or part thereof.

$$V = (N_w - N_n) + ((R_w - R_n)/X)$$

- V Extension of time in calendar days in respect of the calendar month under consideration.
- N_w Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
- N_n Average number of days, as derived from existing rainfall records, on which a rainfall of Y mm or more has been recorded for the calendar month.
- R_w Actual rainfall in mm recorded for the calendar month under consideration.
- R_n Average rainfall in mm for the calendar month as derived from existing rainfall records.

For purposes of the contract N_n, R_n, X and Y shall have those values assigned to them in the Appendix and/or the Specification.

The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month to be calculated using pro rata values of N_n and R_n.

This formula does not take account of flood damage that could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

The factor (N_w-N_n) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (R_w-R_n)/X shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.

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The following average rainfall figures are applicable:

INFORMATION SOURCE: South African Weather Service
Pretoria, Tel.: 082 233 8484

Y = 10 mm/24 hour day
X = 20 mm

Table 5.1: Statistical rainfall

STATISTICAL INFORMATION: JOHANNESBURG BOTANICAL GARDENS: 1985-2006		
Month	RAINFALL	
	Nn = Actual number of days during the calendar months in which a rainfall of more than Y-mm has been received	Rn Average monthly rainfall
January	4.1	116.4
February	3.6	121.3
March	2.6	96.0
April	1.1	30.4
May	0.5	15.2
June	0.1	5.9
July	0.0	1.5
August	0.2	8.7
September	0.3	13.2
October	2.0	66.0
November	3.0	84.5
December	3.8	105.4
TOTAL	21.3	664.6

The Contractor shall be permitted to take his own rainfall measurements on site subject to the Employer's Agent's approval, but access to the measuring gauge(s) shall be under the Employer's Agent's control. The Contractor is to provide and install all the necessary equipment for accurately measuring the rainfall as well as to provide, erect and maintain a security fence plus gate, padlock and keys at each measuring station, all at his own cost.

PS5.11 Format of communications

The Contractor and Client shall follow the communication protocol through the Employer's Agent and Contractor representatives. Communication media applicable shall be site meetings, telephone, fax, letter and email.

PS5.12 Key personnel

PS5.12.1 General

The key role players involved or associated with the contract are listed below with references made to the General Conditions of Contract:

- The Employer (GCC, Clause 1.1.1.15)
- The Employer's Agent (GCC, Clause 1.1.1.16)
- The Employer's Agent's Representative (GCC, Clause 1.1.1.17)

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- The Contractor (GCC, Clause 1.1.1.9)
- The Contractor's Site Agent (GCC, Clause 4.12.2)
- Responsible person in terms of the OHAS Act (GCC, Clause 3.1.4)

The Contractor shall ensure that at least one sufficiently experienced pipe bursting supervisor is on-site full time while pipe bursting operations are performed.

Please note that the Contractor will be required to provide key personnel similar to or of higher qualifications and experience as those the Contractor provided for at tender stage.

PS5.13 Management meetings

Fortnightly site meetings shall be arranged and facilitated by the Employer's Agent or his representatives. Senior Contractor management staff attendance shall be compulsory. The Contractor shall be required to provide reporting with regard to project progress, resources (human, plant and equipment), community issues, environmental and health and safety aspects.

PS5.14 Forms for contract administration

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

PS5.15 Daily records

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

PS5.16 Bonds and guarantees

In addition to GCC 2015 Clause 8.6, the Contractor shall provide the Form of Guarantee for the due and punctual fulfilment and completion of all the Contractor's obligations under the Contract. No extension of time of the Contract Period of Performance or neither any variation of the Contract, nor the determination of the Contract by the Employer in terms of Clause 8.6 hereof, shall in any way impair or diminish or terminate any liability to the Employer under and by virtue of such Guarantee.

Should the Contractor, when notified of the acceptance of his offer, fail to provide an approved Guarantee within the stated period, then the Employer may, at his sole discretion:

- (a) Grant the Contractor a further reasonable period in which to provide the bond; or
- (b) Withdraw his acceptance of the tender in which case the Contract shall be deemed to be void, but without prejudice to the Employer's rights to recover whatever damages he may have suffered by virtue of the Contractor's failure to fulfil his obligations.

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Witness:		Witness:	



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PS5.17 Payment certificates

Measurements will be done continuously between the Employer's Agents Representatives and the Contractor on dates and times agreed on. Dates must be arranged by these parties. The progress of the following items will be recorded hereunder:

- The Contractor will provide a certificate with quantities to the Employer's Agent before or on the 20th of every month.
- If any material on site is claimed, proof of ownership must be provided either by means of the necessary receipts or a letter from the supplier stating that ownership has been transferred to the Contractor upon delivery.
- After the payment certificate has been approved by Employer's Agent, the Contractor must issue a VAT invoice. The certificate will then be ready processing.
- Payment certificates must be completed monthly and submitted to the Employer's Agent before or on the 20th of each month. The payment certificate shall be accompanied by the monthly EPWP stats, copies of individual contracts, certified copies of individual IDs, Timesheets and proof of payment.
- The Contractor shall note that payment shall only be made for Works activities successfully (delivering the end result) executed, complying with the quality requirements and provided to the Employer's Agent or his duly authorized representative.
- The Contractor will be required to submit his payment certificate together with monthly labour returns including copies of certified IDs, individual contracts, proof of payment and timesheets. **No payment certificate will be processed if correct labour returns are not submitted.**

Employer:		Contractor:	
Witness:		Witness:	



PS6 FEATURES REQUIRING SPECIAL ATTENTION

PS6.1 Security

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

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

PS6.2 Operation of valves

Only employees of the Employer are permitted to operate primary and secondary water mains valves.

PS6.3 Work outside normal working hours

The Contractor is permitted to work outside of normal working hours only upon obtaining written permission from the Employer's Agent. It is anticipated that all switch-over work (tying new infrastructure into existing) will be completed during hours that will not affect the supply of water to affected communities.

PS6.4 Sanitary facilities

The Contractor is required to supply adequate sanitary facilities for employees, visitors, the Employer's Agent and Employer.

PS6.5 Community liaison and community relations

Employer:		Contractor:	
Witness:		Witness:	



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For the purpose of this project a community liaison officers will be required; who shall be required to inform the community with regards to Contractor's activities in particular where such activities may affect the service provision to the affected community (See PS6.6).

PS6.6 Notices and warning to consumers

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

- a) The maximum amount of time of no service shall be 8 hours for any property. Any service disruption longer than 8 hours shall be temporary bypassed by methodologies approved by the Employer's Agent or his duly authorized representative.
- b) A Public Notification Program shall be implemented, requiring at minimum that the Contractor shall deliver written notices to each domestic and non-domestic customer affected by the works, 48 hours before commencement of the works, including providing:
 - i) a summary of work to be completed;
 - ii) the time and duration of service interruption; and
 - iii) a local telephone number to contact the Contractor for inquiries or complaints. All complaints received shall be addressed and resolved within the standard Employer response times and a summary of such complaints and associated actions shall be presented to the Employer's Agent or his duly authorized representatives on a monthly basis.

PS6.7 Continuity of service supply to customers

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

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

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

PS6.8 Conditions and procedures for service agencies

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

PS6.9 Reinstatement of asphalt by JRA

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Witness:		Witness:	



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

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

PS6.10 Generic labour intensive specifications

EPWP guidelines shall be applicable to this Contract, and it is expected that the Contractor execute the majority portion of the works utilizing local labour. The Contractor will be required to submit monthly labour returns, including individual contracts, certified ID copies, Timesheets and proof of payment.

PS6.11 Causes for rejection

Causes for rejection shall include, but not be limited to, not complying to the Employer's requirements and/or specifications and the intended purpose for this Contract, thus:

- a) poor data (including: photographs, recording, prints and reports) and data management;
- b) inaccurate surveys, with regard to linear meterage of manhole length;
- c) poor quality of survey information;
- d) silt, grease, and debris remaining in conduits after cleaning; and
- e) poor quality construction and remedial works:
 - i) Cracks in any concrete works or pre-cast units shall be cause for rejection.
 - ii) honeycombed or patched areas in any concrete works or pre-cast units in excess of 0.02m² shall be cause for rejection.

PS6.12 Protection against water and storms

The Contractor shall be responsible for the full adequate protection of the works against damage due to storms, rain, floods, stormwater, subsoil water and seepage from whatever source. The Contractor shall take over the site where the works has to be executed at the beginning of the Contract Period and the full risk and cost of dealing with all water shall be borne by the Contractor.

The Contractor shall also provide all necessary pipe work, pumps and other appliances necessary for adequate dewatering of all excavations and shall maintain these in good condition and provide adequate standby equipment to ensure that no disruption of work will ensue as a result of possible breakdown of equipment.

PS6.13 Information supplied by the Employer's Agent

Certain information included in this document or supplied separately is presented in good faith and no guarantees can be given regarding the accuracy or representativeness thereof. This pertains more specifically to all soil tests, material results and similar information that are necessarily subject to limitations in the test methods and sampling. Natural variations in materials and formations also influence the applicability of certain conclusions.

The Employer can therefore not accept any responsibility for the accuracy of any information or for any damage resulting from the fact that the information later proved wrong or not representative. If the Contractor chooses to rely on the information he does so at his own risk.

Employer:		Contractor:	
Witness:		Witness:	



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PS6.14 Indemnity Certificate

The Contractor must, on completion of the Works, obtain certificates from all authorities concerned stating that they are satisfied with the condition of all borrow pits, detours, access roads and spoil material on their properties. The certificates must be handed over to the Employer's Agent before the maintenance period starts. The certificates will not exempt the Contractor from any obligations concerning the backfill of trenches, finishing off of borrow pits, access roads, detours etc. This work must still be carried out to the satisfaction of both the Employer and the Employer's Agent.

PS6.15 Political and Community unrest

The contractor shall notify the Client or its duly Authorized Representative/s of any unrest situation and shall indicate all active Contract sites affected.

Employer:		Contractor:	
Witness:		Witness:	



PS7 HEALTH AND SAFETY FOR CONSTRUCTION WORK

- a) The Occupational Health and Safety Specification of the Employer's is bound in Volume 2 of these contract documents. Volume 2 forms an integral part of the Contract Specification and, in particular, shall be a part of the HEALTH AND SAFETY SPECIFICATION FOR CONSTRUCTION WORK.

In terms of Construction Regulations 4 (1) (a) of the Occupational Health and Safety Act, Act No 85 of 1993, the Client is required to compile an occupational health and safety specification for any intended project and to provide the specification to prospective tenderers.

The objective of this specification is to ensure that the principal Contractor entering into a contract with the Client achieves and maintains an acceptable level of occupational health and safety performance.

The specification provides the requirements that the principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health, to a level as low as reasonably practicable and possible.

The Contractor, appointed by the Employer in terms of Regulation 4 (1) (c), is required to prepare an occupational health and safety plan.

This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's occupational health and safety specification. In terms of Regulation 4 (2), the Client and the principal Contractor are required to agree on the occupational health and safety plan before any work may commence.

The principal Contractor's health and safety plan has to follow the framework in Volume 2, as a minimum.

PS 7.1 Site Specific Health and Safety Issues

- b) The following site specific assessment of health and safety issues includes a list of risk assessment headings that have been identified by the client as possibly applicable to the contract work for this project.

- Aggregate/Sand Delivery
- Arc welding
- Bench grinder
- Construction of manholes
- Compressed gas cylinders-handling
- Compressors – Air
- Cutting of pipes
- Distribution boards – Electrical
- Drivers – of vehicles
- Electrical installation – Maintenance of

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- Excavator
- Gas explosions
- Fire prevention and protection
- Form and support work
- Front end loader
- Fuel supply
- Gas welding-cutting operations
- Hand and spray painting
- Hand tools
- Landscaping
- Laying of pipes
- Levelling – of materials
- Loading supervisor
- Loading/unloading - of trucks
- Machine operator
- Making of steel items
- Material delivery
- Material handling
- Mixer operator
- Pedestal drill
- Pedestal grinder
- Placing concrete
- Portable ladders
- Refuelling vehicles/plant
- Scaffolding
- Site establishment
- Trenches – Digging of
- Trees – Bracing/removing if roots are
- Damaged during excavations
- Use of angle grinder
- Use of portable electrical tools
- Work in confined spaces
- Work in elevated positions
- Working close to existing services i.e. electrical, waste water etc
- Working close to water
- Workshops

Employer:		Contractor:	
Witness:		Witness:	



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PS 7.2 Barricading of Trenches

The Contractor shall ascertain himself of the nature, volume, stability, depth and possible safety risks of the excavations, before any decision with regards to the method of excavation is made.

Allowance for hand excavation has been made for the location of services. Extreme caution shall be taken when excavating along the route of the new pipe for existing services. Any damages and or repairs to the existing services will be for the Contractor's account.

The length of open excavation must at all times not exceed 100m

Adequately protected by a barrier or fence comprising fluorescent orange plastic netting of height at least 1 000mm and as close to the excavation as practicable; and

- Provided with notice boards marked "CLOSED " at each end of closed or partially closed roads,
- The barrier or fence (at least 1m high) shall be suitably wrapped with reflective red and white danger tape or provided with flashing orange lights, placed at 15m intervals along the barricading at night.
- Where the depth of an excavation or the nature of the material excavated renders the sides of the excavation liable to movement that might endanger the works or the workers engaged on the excavation,
- the sides of the excavation shall be supported by suitable timber or other sheeting adequately strutted and braced, all properly assembled and of sufficient strength and stiffness to prevent movement in the materials supported, or, alternatively,
- the slope of the excavated face or faces shall be reduced so that any danger to the works or workers is removed.

Any cavities formed by the fall of rock or earth due to rain, flooding, insufficient timbering or other causes, shall be adequately filled.

The Contractor shall so maintain borrow pits that they do not become a danger to persons or livestock.

Trenches may not be left open during the builder's holidays or for any shutdown period exceeding 5 calendar days. Should the Contractor not comply with this requirement without the written approval of the Employer's Agent; the Employer's Agent shall have the open trenches closed by others at the expense of the Contractor. Furthermore, all further opening-up of the backfilled excavation and dealing with the excavated material and subsequent making good will all be to the Contractor's cost.

PS 7.3 Precaution against Pollution and Contamination

The Contractor shall take all necessary steps and precautions to prevent pollution of the surrounding area by his employees in any way. Any debris falling from construction vehicles and plant shall be removed immediately.

Every care is to be taken to avoid possible contamination of the mains during construction. Pipes are not to be stacked in the streets or gutters. On completion of a section, all loose material and foreign bodies are to be removed. The open ends of the new pipeline are to be protected by watertight caps, to the satisfaction of the Employer's Agent, to prevent the entrance of groundwater and foreign bodies until such time as these sections are connected to the live mains.

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PS 7.4 Operations under Live Conditions

Prior to the execution of any operation under live conditions, the Contractor shall liaise with the relevant Depot Manager, at least 7 working days in advance, in this regard. At least one representative of the Depot shall be present during the execution of such operation. These operations will include disconnection and reconnection to the existing Sewer/ Storm water main and Water storage tank at the works.

PS8 ENVIRONMENTAL MANAGEMENT PLAN

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

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PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

PSA GENERAL

PSA 2 INTERPRETATIONS

PSA 2.3 DEFINITIONS

a) General

ADD THE FOLLOWING DEFINITIONS:

“General conditions: The General Conditions of Contract specified for use with this Contract and the special conditions of Contract as applicable.

Specified: As specified in the standardized specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning.”

c) Measurement and payment

REPLACE THE DEFINITIONS FOR “fixed charge”, “time-related charge” AND “value-related charge” WITH THE FOLLOWING:

“Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the Contract amount or the Contract Time of Completion.

Time-related charge: A charge, the amount of which varies in accordance with the Time for Completion of the work, adjusted in accordance with the provisions of the Contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.”

PSA 3 MATERIALS

PSA 3.1 QUALITY

ADD THE FOLLOWING:

“All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS Specifications shall bear the SANS mark, whether so specified or not.”

ADD THE FOLLOWING SUB-CLAUSE:

“PSA 3.3 ORDERING OF MATERIALS

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be

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approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Employer's Agent whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Employer's Agent."

PSA 4 PLANT

PSA 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

PSA 5 CONSTRUCTION

PSA 5.1 SURVEY

PSA 5.1.2 Preservation and replacement of survey beacons and pegs subject to the Land Survey Act

DELETE THE WORDS "in the vicinity of boundaries" IN THE SECOND SENTENCE OF SUBCLAUSE 5.1.2 AND REPLACE THE WORDS "under the direction of" IN THE SAME SENTENCE WITH "in consultation and liaison with."

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.1.2:

"The Contractor and the Employer's Agent shall record on the said list, their concurrence or disagreement (as the case may be) regarding the completeness and accuracy of the details recorded therein."

REPLACE THE THIRD SENTENCE OF SUBCLAUSE 5.1.2 WITH THE FOLLOWING:

"At the completion of the Contract, the Contractor shall expose all pegs that were listed at the commencement of the construction as being in order and the Contractor shall arrange with a registered Land Surveyor for the checking of the positions of all such pegs and the replacement of those that the Land Surveyor's check reveals have become disturbed or damaged. The Contractor shall, as a precedent to the issue of the Certificate of Completion, provide to the Employer's Agent, a certificate from the registered Land Surveyor, certifying that all the pegs listed at the commencement of construction in accordance with the provisions of this clause, have been checked and that those found to have been disturbed, damaged or

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destroyed have been replaced in their correct positions, all in accordance with the provisions of the said Act.

The costs of all checking, replacement and certification as aforesaid shall be entirely for the Contractor's account. This, with the provisions always that the Contractor shall not be held liable for the cost of replacement of pegs which:

- (a) cannot reasonably be re-established in their original positions by reason of the finished dimensions of the permanent works, and
- (b) the contractor can prove beyond reasonable doubt to the satisfaction of the Employer's Agent, were disturbed, damaged or destroyed by others beyond his control."

PSA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended."

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

PSA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

PSA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Employer's Agent, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Employer's Agent offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Employer's Agent, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of Clauses 4.4 of GCC 2010 and 5.1.2.2 of SANS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

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All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Employer's Agent without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Employer's Agent immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of any costs incurred in preparing and submitting to the Employer's Agent the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Employer's Agent and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

PSA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising there from to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Employer's Agent, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of Subclause 5.9 of SANS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

PSA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Employer's Agent, the Contractor shall not carry out alterations to existing services. When any such alterations

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become necessary, the Contractor shall promptly inform the Employer's Agent, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Employer's Agent, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

The following list of contact telephone numbers is provided for:

Service	Authority	Contact Details	Contact Number
Communication	Telkom	J Tshabalala	(011) 301-9052
Electricity	Eskom	K Bedessie	(011) 711-2290
Municipal Electricity	City Power	D Oliver	(011) 490-7195
Gas	Sasol	B van der Heuvel	(011) 617-8261
Bulk Water	Rand Water	I Davids	(011) 682-0911
Provincial Road	Gautrans	J Olivier	(012) 310-2200
Municipal Road	Johannesburg Roads Agency	J Montero	(011) 298-5000

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PSA 6 **TOLERANCES**

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

PSA 6.4 **USE OF TOLERANCES**

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the drawings or, if changed, as finally prescribed by the Employer's Agent, without any allowance for the specified tolerances. Except if otherwise specified all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If work is constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorised' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Employer's Agent may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

PSA 7 **TESTING**

PSA 7.2 **APPROVED LABORATORIES**

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Employer's Agent of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Employer's Agent;
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Employer's Agent;
- (d) Any other laboratory that the Employer's Agent approves in his absolute discretion."

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Johannesburg Water (SOC) Ltd



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PART 4: SITE INFORMATION



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Employer:		Contractor	
Witness:		Witness:	



C4 SITE INFORMATION

C4.1 GENERAL

This section describes the site at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming and risks.

C4.2 SITE LOCATION

The site is situated in various areas (Informal Settlements) within City of Johannesburg.

C4.3 ACCESS TO SITE AND RESTRICTIONS

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

Having been granted access to works areas by the Employer, other service authorities and private owners, the Contractor shall adhere to any agreed conditions of access and ensure the works area is left in a condition similar to when it was first accessed. It must be kept in mind that part of the site is located within a private business development and care must be taken not to compromise the safety/ security of the workers or property of the development or those of adjacent developments / properties.

C4.4 EXISTING SERVICES, SERVITUDES AND WAYLEAVES

For detailed specification the Contractor shall refer to clauses PS1.5 (Temporary Works), PS4.5 (Existing services), and PS4.8 (Permits and wayleaves). Wayleaves obtained to date are attached at the end of Section C4 : Annexure To Specifications

C4.5 SECURITY

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

Refer to clause PS6.1 (Security)

C4.6 NATURE OF GROUND AND SUBSOIL CONDITIONS

It shall be the Contractor's responsibility to acquaint himself with the conditions of the site.

Employer:		Contractor	
Witness:		Witness:	



C4.7 GEOTECHNICAL REPORT AND BOREHOLE CORES

It shall be the Contractor's responsibility to acquaint himself with the conditions of the site when submitting his or her rates.

C4.8 HYDROLOGICAL REPORT AND FLOODLINES

There are no supporting documents available with regard hydrological and floodline aspects.

Employer:		Contractor	
Witness:		Witness:	