



CONTRACT JW14403
Panel of Service Providers for the design, construction, operation and maintenance of alternative non-sewered basic sanitation services for individual households in the informal settlements within the City of Johannesburg on an as and when required basis for the period of three years.



TENDER COVER PAGE

MBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW14403

CLOSING DATE: 06 DECEMBER 2024

CLOSING TIME: 10:30 AM

DESCRIPTION: PANEL OF SERVICE PROVIDERS FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTANANCE OF ALTERNATIVE NON-SEWERED BASIC SANITATION SERVICES FOR INDIVIDUAL HOUSEHOLDS IN THE INFORMAL SETTLEMENTS WITHIN THE CITY OF JOHANNESBURG ON A AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE YEARS

CIDB REQUIREMENTS: TENDERERS SHOULD HAVE A CONTRACTOR CIDB GRADING OF 4CE OR HIGHER

BRIEFING SESSION	COMPULSORY
BRIEFING DETAILS	DATE AND TIME: 08 NOVEMBER 2024 AT 13:00 PM ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 VENUE: AUDITORIUM TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL NOT BE ACCEPTED
TENDER SUBMISSION DETAILS	BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER ADDRESS: TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 PLEASE ALLOW SUFFICIENT TIME TO ACCESS JOHANNESBURG WATER OFFICES IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE TENDER CLOSING TIME. TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00 UNTIL 18:00

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

EMPLOYER INFORMATION			
DEPARTMENT	CAPEX	DEPARTMENT	SCM
CONTACT PERSON	Faith Ramatsoele	CONTACT PERSON	Nthabiseng More
TELEPHONE NUMBER	011 688 6545	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	faith.ramatsoele@jwater.co.za	E-MAIL ADDRESS	nthabiseng.more@jwater.co.za

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DOCUMENTS DOWNLOADED FROM THE ETENDER PORTAL IS AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

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

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

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

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT

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

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

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

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

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



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construction, operation and maintenance of alternative
non-sewered basic sanitation services for individual
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the period of three years.**



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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



TENDER NOTICE AND INVITATION TO TENDER



1. TENDER NOTICE AND INVITATION TO TENDER

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

CONTRACT NO. JW14403: - Panel of Service Providers for the design, construction, operation and maintenance of alternative non-sewered basic sanitation services for individual households in the informal settlements within the City of Johannesburg on an as and when required basis for the period of three years.

The tender document will be available in the form of a download from the Johannesburg Water website (<https://www.johannesburgwater.co.za/scm/supply-chain/tenders/all-open-tenders/>) starting from 02 November 2024.

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 06 December 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 JW14403

DESCRIPTION: Panel of Service Providers for the design, construction, operation and maintenance of alternative non-sewered basic sanitation services.

Volume 1 Tender and Contract
Section T1 Tender and Contract



Johannesburg Water SOC Ltd



CONTRACT NO: JW14403

Panel of Service Providers for the design, construction, operation and maintenance of alternative non-sewered basic sanitation services for individual households in the informal settlements within the City of Johannesburg on an as and when required basis for the period of three years.

PROJECT NAME

VOLUME 1

TENDER AND CONTRACT

Prepared by
PMU
PO Box 61542
Marshalltown
2107

V2.0
August 2023



Contract JW14403

DESCRIPTION: Panel of Service Providers for the design, construction, operation and maintenance of alternative non-sewered basic sanitation services.



Volume 1 Tender and Contract
Section T1 Tender and Contract

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

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

Table 1

Ref	Description of Returnable/s or Documentation that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1	Tender Cover:				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•			
	CIDB Registration Number	•			
	COIDA Registration Number			•	
	Tax SARS PIN No.		•		
	MAAA No. for Tax Compliant Status		•		
2	Mandatory Documents at Particular Stage:				
	CIDB grading of 4CE or higher. Active Status at the required CIDB grading or higher at the time of Evaluation	•			
	Mandatory Tender Briefing Meeting	•			
	Technology Tested and Accepted by CSIR / WRC with a Minimum Technology Readiness Level 6 - The bidder must provide proof of the certification/advisory note/letter of approval.	•			
	Technical proposal and supporting drawings submitted	•			
	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	•	•		

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14403

DESCRIPTION: Panel of Service Providers for the design, construction, operation and maintenance of alternative non-sewered basic sanitation services.



**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 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•	•		
T2.2.4	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		
T2.2.4	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Company - Current municipal rates for the company not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with Regards to Municipal Accounts document in the Tender	•	•		
	3-year financial statements (audited where applicable)	•	•	•	
	Joint Venture Consortium or equivalent Agreement signed by all parties if applicable.	•	•		
	Any qualifications. If "Yes", reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•	•		
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 – (Evaluation report or proof of concept and Completion / Final Approval Certificate)	•			
	Documentary Evidence Required for Criteria 2 – (CV, qualifications and valid registration)	•			

Employer:		Contractor:	
Witness:		Witness:	



Contract JW14403

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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)
	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:				
	Documentary Evidence Required for Criteria 1 – (Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable)	•			
	Documentary Evidence Required for Criteria 2 – (Valid Construction Sector BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR CIPC registration document showing percentage of ownership and share certificate where applicable)	•			
6.	Scope of Work:				
	Scope of Work and or Specifications	•	•	•	
7.	Pricing Schedule:				
	Bill of Quantities/ Schedule of Quantities. completed			•	
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•	•		
8.	Site Information:				
	Site Information	•			
9.	Occupational Health, Safety and Environmental Specification				
	Acknowledgement of SHE Specification & Annexures	•			
10.	Tender Drawings:				
	Acknowledgement of Project Tender Drawings	•			
11.	Terms and Conditions:				
	General Conditions of Contract	•			
	Tender Data	•			
	Pricing Data			•	
12.	Other Documents				
	Form of Acceptance (do not complete Form of Acceptance it will be completed by JW official)			•	
	Public Liability Insurance			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Performance Security – where applicable for industrial related services			•	
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable)			•	

Employer:		Contractor:	
Witness:		Witness:	



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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)
	Resolution Letter for the Subcontractor (a letter authorizing the person completing the tender to sign on behalf of the company) – 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.

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

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

Signature: _____ Date _____

Employer:		Contractor:	
Witness:		Witness:	



Contract No JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Volume 1 Tender and Contract of
Tendering Procedures

Johannesburg Water (SOC) Ltd



CONTRACT NO. JW14403

**PANEL OF SERVICE PROVIDERS FOR THE DESIGN,
CONSTRUCTION, OPERATION AND MAINTANANCE OF
ALTERNATIVE NON-SEWERED BASIC SANITATION
SERVICES FOR INDIVIDUAL HOUSEHOLDS IN THE
INFORMAL SETTLEMENTS WITHIN THE CITY OF
JOHANNESBURG ON AN AS AND WHEN REQUIRED
BASIS FOR THE PERIOD OF THREE YEARS**

VOLUME 1

TENDERING PROCEDURES



Contract No JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Volume 1 Tender and Contract of
Tendering Procedures

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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</p> <p> 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> <p> C2.2 Bill of Quantities</p> <p>Volume 2</p> <p>Contract Part 3: Scope of Work</p> <p> C3.1 Scope of Work</p> <p> C3.2 Particular Specifications</p> <p>Contract Part 4: Site Information</p> <p> C4 Site Information</p> <p>Volume 3</p> <p> Occupational Health, Safety and Environmental Specification</p> <p> Environmental Management Plan</p> <p>Volume 4</p> <p> Tender Drawings</p>



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Volume 1 Tender and Contract of
Tendering Procedures

Clause number	Tender Data
C.1.4	<p>The Employer's representative is: Contact Person: Faith Ramatsoele Telephone: 011 688 6545 E-mail address: faith.ramatsoele@jwater.co.za</p> <p>The SCM representative is Contact Person: Gcina Ndela Telephone: 011 688 1512 E-mail address: Nthabiseng.more@jwater.co.za</p>
C.2.1	<p>Eligibility criteria and requirements</p> <ol style="list-style-type: none"> Only service providers which have been certified by WRC/ CSIR with a Minimum Technology Readiness Level 6 for The Design, Construction, Operate and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households are eligible to submit tenders CIDB registration and grading: <ol style="list-style-type: none"> Only tenderers who are registered with the CIDB and were capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 4 CE 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. Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB; and the combined contractor grading designation calculated in accordance with the CIDB Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an 4 CE 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 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>



Clause number	Tender Data
C.2.11	<p>The evaluation on price alteration will be conducted as follows:</p> <p>Where the tender award strategy is to evaluate and award per item or category, the following must apply:</p> <ul style="list-style-type: none"> a) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified b) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category. <p>Where the tender award strategy is to evaluate and award total bid offer, the following must apply:</p> <ul style="list-style-type: none"> a) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified. b) If there is an alteration on the total bid offer on form of offer, then the amount in words must be considered or vice-versa. c) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender. <p>Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:</p> <ul style="list-style-type: none"> a) (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified. <p>Corrections may not be made using correction fluid, correction tape or the like, bid received contrary to this will be disqualified.</p>
C.2.12.1	<p>Replace Contents</p> <p>Alternative offers will be permitted. However, it is up to the tenderer to meet the set target requirements or provide a solution with performance outputs similar to the JW's preferred target requirements.</p>
C.2.12.2	<p>Failure to complete bid amount on the form of offer and sign full will result in the elimination of the tenderer.</p>
C.2.13.3	<p>Each tender offer shall be submitted as an original. Tenderers are also requested to submit a soft copy in a USB (Tenderers who do not submit a soft copy will not be disqualified)</p>
C.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on the Tenderer's offer package are:</p> <p>Location of tender box: Ground Floor Entrance</p>



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Volume 1 Tender and Contract of
Tendering Procedures

Clause number	Tender Data
	<p>Physical address: Johannesburg Water (SOC) Ltd Turbine Hall 65 Ntemi Piliso Street Newtown Johannesburg 2001</p> <p>Identification details: Tender reference number, Title of Tender and the closing date and time of the tender, <i>as well as the Tenderer's name, their Authorised Representative's name, postal address and telephonic contact numbers.</i></p>
C.2.13.6 & C.3.5	A two-envelope procedure will not be followed.
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 150 days.
C.2.16.1	<p>Add the following to the clause :</p> <p>"If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day."</p>
C.2.23	<p>The Tenderer is required to submit with his tender:</p> <ol style="list-style-type: none"> 1) Valid SARS Compliance status Pin for Tenders issued by the South African Revenue Services. 2) Proof of CSD registration i.e. MA number 3) A Certificate of Contractor Registration issued by the CIDB. 4) where the tendered amount inclusive of VAT exceeds R 10 million: <ol style="list-style-type: none"> i. audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing; ii. if the bidder is not required by law to prepare financial statements, then the bidder is required to submit their unaudited financial statements prepared by an independent accounting professional. 5) Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges, The latest municipal account is to be attached, or a signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts. <ol style="list-style-type: none"> i. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.



Clause number	Tender Data
	<ul style="list-style-type: none"> ii. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement. iii. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract. iv. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page. v. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Point (i) will be applicable. vi. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Point (i) will be applicable. vii. 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.
C.2.24	<p>Add the following new clause:</p> <p>Canvassing and obtaining of additional information by tenderers</p> <p>Accept that:</p> <ul style="list-style-type: none"> i) No Tenderer shall make any attempt either directly or indirectly to canvass any of the Employers officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. i) No Tenderer shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders
C.2.25	<p>Add the following new clause:</p> <p>Prohibitions on awards to persons in service of the state</p> <p>Accept that the Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. <p>"In the service of the state" means to be -</p> <ul style="list-style-type: none"> i) a member of:- <ul style="list-style-type: none"> • any municipal council;



Clause number	Tender Data
	<ul style="list-style-type: none"> • any provincial legislature; or • the National Assembly or the National Council of Provinces; ii) a member of the board of directors of any municipal entity; iii) an official of any municipality or municipal entity; iv) an employee of any national or provincial department; v) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); vi) a member of the accounting authority of any national or provincial public entity; or vii) an employee of Parliament or a provincial legislature. <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Section T2.1 must be completed.</p>
C.2.26	<p>Add the following new clause:</p> <p>Awards to close family members of persons in the service of the state 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 any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. ii) Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed. iii) In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per



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	above, may not be eligible for points under specific goals if such documentation was not submitted with the tender document.
C.3.2	<p>Replace the contents of the clause with the following:</p> <p>If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven (7) calendar days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.</p>
C.3.4.2	Tenders will be opened in public soon after closing time and recording of received documents but not later than 11:00 at the tender office located at Turbine Hall, 65 Ntemi Piliso, Newtown, 2001, Ground Floor. Tenderers' names and total prices, where practical will be, read out



C.3.9	<p>Replace Existing Clause</p> <p>Arithmetic Errors</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.
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	<p>This is not an opportunity for Tenderers to change the bid offer. A bidder that does not agree to the above will be disqualified.</p> <p>Risk related to the Arithmetic Corrections shall be assessed. Where risks are identified, tenderers shall provide JW with any other material or information that has a bearing on the tender offer, the tenderer's commercial position (including joint venture agreements), quotations preferencing arrangements or samples of materials considered necessary by JW for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the JW request or fails to attend any meeting in which it has been formally invited to clarify any issue, the tender offer will be regarded as non-responsive.</p>												
C.3.11	<p>Tenderer to complete, sign and return MBD6.1 with the tender submission. Tenderer to claim the points in the space provided and submit documentary evidence to support the points claimed for specific goals.</p> <table> <tr> <th>EVALUATION STAGE</th><th>DESCRIPTION</th></tr> <tr> <td>Stage 1</td><td>Mandatory Evaluation</td></tr> <tr> <td>Stage 2</td><td>Technical Proposal Evaluation</td></tr> <tr> <td>Stage 3</td><td>Administrative Evaluation</td></tr> <tr> <td>Stage 4</td><td>Functionality Evaluation</td></tr> <tr> <td>Stage 5</td><td>Preference points scoring</td></tr> </table>	EVALUATION STAGE	DESCRIPTION	Stage 1	Mandatory Evaluation	Stage 2	Technical Proposal Evaluation	Stage 3	Administrative Evaluation	Stage 4	Functionality Evaluation	Stage 5	Preference points scoring
EVALUATION STAGE	DESCRIPTION												
Stage 1	Mandatory Evaluation												
Stage 2	Technical Proposal Evaluation												
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Mandatory Evaluation Criteria – Stage 1

Table TD1: Mandatory Evaluation Criteria

No	Description	Compliant	
		Yes	No
1	Attended the compulsory briefing meeting		
2	Technology Tested and Accepted by CSIR / WRC with a Minimum Technology Readiness Level 6 - The bidder must provide proof of the certification/advisory note/letter of approval.		
3	The Non-Sewer Sanitation System in the Technical Proposal is servicing only an individual Household. (As defined in items 0.1 and 0.2 of section PS1.3)		
4	Technical proposal and supporting drawings submitted		
5	CIBD grading 4 CE or higher-Active Status at the required CIBD grading or higher at the time of evaluation		

Tenderers who **FAIL** to meet the mandatory criteria or requirements of the tender will result in disqualification



Technical Proposal Evaluation Criteria – Stage 2

Table TD2: Technical Proposal Evaluation Criteria

The technical proposal covers the following concerning design, construction, operation, and maintenance as per the specifications under PS1.3. The specifications provided below are the preferred target requirements by Johannesburg Water. It is up to the tenderer to meet the set target requirements or provide a solution that will have similar performance outputs to the JW preferred target requirements.					
CRITERIA NO #	CRITERIA	TARGET REQUIREMENT ACHIEVED		ALTERNATIVE SUBMITTED	
		YES	NO	YES	NO
1	Proposed Technology Design				
1.1	Treatment Capacity of a minimum of 21 flushes or approximately 84L/day (as per item 3.6 <i>Minimum Daily Treatment Capacity (L/day)</i> of PS1.3)				
1.2	The treatment process has been covered as per 5.1 <i>Treatment Process Performance Assurance</i> of PS1.3				
1.3	Size and compactness of the proposed design to reduce footprint (must attach the drawings)				
1.4	Design Lifespan of a minimum of 10 years (as per item 5.4 <i>Design Life (Minimum)</i> of PS1.3)				



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CRITERIA NO #	CRITERIA	TARGET REQUIREMENT ACHIEVED		ALTERNATIVE SUBMITTED	
		YES	NO	YES	NO
2	Operations and Maintenance				
2.1	Treatment Performance and Quality Assurance are covered as per items 5 <i>Performance Requirements</i> and 6 <i>Material Requirements & Structural Integrity</i> of PS1.3				
2.2	Quality Tests and Monitoring are covered as per item 2 <i>Design Standards</i> and 5.1 <i>Treatment Process Performance Assurance</i> of PS1.3				
2.3	Sludge Disposal Frequency of a minimum of 48 months (as per items 8.1 <i>Desludging Frequency (minimum)</i> and 8.2 <i>Sludge Disposal Method</i> of PS1.3)				
2.4	Training and Skill transfer are covered as per item 10 <i>Other Requirements</i> of PS1.3				
3	Environmental Conservation, Health, and Safety Compliance				
3.1	The proposed technology covers how it will conserve the environment, health, and safety aspects				



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3.2	Energy Efficiency (the system should gravitate - no energy required solution) as per item 9.1 <i>Energy Source</i> of PS1.3				
CRITERIA NO #	CRITERIA	TARGET REQUIREMENT ACHIEVED		ALTERNATIVE SUBMITTED	
		YES	NO	YES	NO
4	Project Implementation Plan				
	<p>The project implementation plan must be in Gantt Chart format, and it must cover the installation of the proposed sanitation technology to service each of the 500 Households which should include duration and activities but not limited to Site Investigations, Design, submission of Contractual Documents (required as per contract data) Commencement of works, Procurement of the material, installation, and Practical Completion Date.</p> <p>Note: The Project Implementation plan is for evaluation purposes and not for a specific project:</p>				
5	Future Network Integration				
	The upgradeability of the low/pour flush design to integrate with the future flushed sewer reticulation system				



Administrative Evaluation Criteria – Stage 3

Table TD3: Administrative Evaluation Criteria

NO.	DESCRIPTION	COMPLIANT	
		YES	NO
1.	MBD 1 Invitation to Bid – Completed and signed		
2.	MBD 4 Declaration of interest - Completed and signed		
3.	MBD 5 Declaration for procurement above R10 Million (all applicable taxes included) Completed and signed		
4.	MBD 6.1 Preference Points Schedule – Specific Goals and Price Points - Completed and signed.		
5.	MBD 8 Bidder's past supply chain management practices – Completed and signed.		
6.	MBD 9 Certificate of Independent Bid Determination – Completed and signed.		
7.	Certificate of Authority to Sign or Board Resolution		
9.	CIDB certificate or CRS number		

Refer to clause C.2.28.



Functionality Evaluation Criteria – Stage 4

Table TD4: Functionality Evaluation Criteria

NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	SCORE
1.	EXPERIENCE OF COMPANY/TENDERER The Tenderer must confirm successful projects in the design and construction of alternative (to VIPs and chemical toilets) non-sewered sanitation projects - was carried out successfully.	The tenderer (company) must provide an evaluation report or proof of concept and a completion certificate as proof of the required experience in the design and construction of Alternative (to VIPs and chemical toilets) non-sewered sanitation projects - that were carried out successfully. NB: The attached reference letter must be completed by the referee/client and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functionality criteria requirements as stated on this template. A separate form must be completed for each reference as required in the evaluation criteria.	NUMBER OF SUCCESSFUL PROJECTS WHERE THE DESIGN AND CONSTRUCTION OF ALTERNATIVE (TO VIPS AND CHEMICAL TOILETS) NON SEWERED SANITATION PROJECTS - WAS CARRIED OUT SUCCESSFULLY	
			Less than 1 successful project	0
			1 successful project	15
			2 or more successful projects	25



NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	SCORE
2.	Post Qualification Experience of Contract Manager Only Contract Managers with minimum Qualifications of: <ul style="list-style-type: none"> Bachelor's degree (Civil Engineering) OR Quantity Surveying/ Construction Management) equivalent or higher. AND <ul style="list-style-type: none"> Valid Professional Registration (Pr. Eng. / Pr. Tech. Eng) OR PrCPM / PrCM/ PrQS will obtain a score for the experience of a Contract Manager. However, the time of registration of the Contract Manager will not	Tenderer must provide the CV of the Contract Manager in the format given in T2.1.9 Note: <ul style="list-style-type: none"> Tenderers may provide their own CVs, but the information provided should contain the information required (as provided in T2.1.9.) for functionality that must be included in the provided CV. Copies of qualifications and valid registrations are to accompany the CVs. The information provided will be verified by requesting certified copies from the successful bidder and if found to be false punitive measures will be affected 	POST-QUALIFICATION EXPERIENCE OF THE CONTRACT MANAGER	
			No submission	0
			OR Less than 2 sewer pipeline projects completed as a Contract Manager.	
			2 – 4 sewer pipeline projects completed as a Contract Manager.	15
			More than 4 sewer pipeline projects completed as a Contract Manager.	25



	impact the post-qualification number of projects.			
NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	SCORE
3.	Post Qualification Experience of Site Manager Only Site Managers with minimum qualifications of: <ul style="list-style-type: none"> National Diploma (Civil/ Structural) Engineering or more. AND Registered as a Candidate Professional in the Built Environment or more will be considered.	Tender must Provide the CV of the Site Manager in the format given on T2.1.9 Note: <ul style="list-style-type: none"> Tenderers may provide their own CVs, but the information provided should contain the information required (as provided in T2.1.9.) for functionality that must be included in the provided CV. Copies of qualifications and valid registrations are to accompany the CVs. The information provided will be verified by requesting certified copies from the successful bidder and if found to be false punitive measures will be affected. 	POST QUALIFICATION EXPERIENCE OF THE SITE AGENT No submission OR No sewer pipeline projects were completed as a Site Agent. 1 - 4 sewer pipeline projects completed as a Site Agent. More than 6 sewer pipeline projects completed as a Site Agent.	 0 15 25



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NO.	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	SCORE
4.	Post Qualification Experience of Safety Officer Only Safety Officers with minimum qualifications of: <ul style="list-style-type: none">National Diploma (Safety Management)/National Diploma (Environmental Health/Environmental Science/ Environmental Management) /SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more, AND Valid professional registration with SACPCMP in the Construction Health and Safety Sector will be considered.	Tender must Provide the CV of the Safety Officer in the format given on T2.1.9 <ul style="list-style-type: none">All Civil Engineering related projects will be considered.Tenderers may provide their own CVs, but the information provided should contain the information required (as provided in T2.1.9.) for functionality that must be included in the provided CV.Copies of qualifications and valid registrations are to accompany the CVs.The information provided will be verified by requesting certified copies from a successful bidder and if found to be false punitive measures will be affected	POST-QUALIFICATION EXPERIENCE OF THE SAFETY OFFICER	
			No submission OR Less than 4 years of experience post minimum qualification	0
			4 - 6 years of experience post minimum qualification as a safety officer	15
			More than 6 years of experience post minimum qualification as a safety officer	25
			MINIMUM QUALIFYING SCORE	
TOTAL			100	



PREFERENCING: Determination of Specific Goals – Stage 5

Table TD5: Administrative Evaluation Criteria

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)
Business owned by 51% or more – Black Youth	10	
Business owned by 51% or more – Women:	10	
Total	20	

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>Award and Allocation Strategy:</p> <p>Award Strategy: All tenderers who fulfil the evaluation criteria requirements will be appointed to the Panel.</p> <p>Allocation Strategy: The allocation process will allow all panellists to have an equal opportunity to bid for all work packages that will be made available for the duration of the panel.</p> <p>ALLOCATION STRATEGY</p> <p>Bid Evaluation Committee (BEC), will evaluate the Bid in the following the strategy outlined below:</p> <ol style="list-style-type: none"> All tenderers who fulfil all evaluation criteria requirements will be appointed to the Panel. Only panellists appointed to the Panel will be considered for the Work Package Allocation. A site-specific Bill of Quantities (BOQ) will be sent out to all applicable panelists, along with the following documentation/conditions: <ul style="list-style-type: none"> Minimum CIDB Grading requirement based on the Construction estimate. Compulsory Briefing Session Bill of Quantities of the specific work package Project Specifications
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	<ul style="list-style-type: none"> • Project Drawings • Occupational Health and Safety and Environmental Specifications • Pricing Instructions • Quotation Validity is 90 days from the closing date of quotation. <p>iv. Panellists are given Fourteen (14) days after the briefing session to submit quotations.</p> <p>v. Panellists are required to submit the following documentation with their quotations:</p> <ul style="list-style-type: none"> • Central Supplier Database (CSD) Report, • CIPC Documents (to verify Specific Goals point allocation). • CIDB Certificate and CRS Number. The tenderer is to have the required CIDB grading or higher at the time of Evaluation. • B-BBEE Certificate [or Valid B-BBEE affidavit] (to verify Specific Goals point allocation) • Municipal Rates and Taxes not owing more than 90 Days for Directors and Entity • Three-year Audited Financial Statements for contracts estimated to exceed R10 Million. <p>vi. Tenderers are evaluated based on the maximum threshold of their CIDB grading. Tenderers who price above their designated CIDB grading are eliminated.</p> <p>vii. For a work package less than R50,000,000,00 in value, a point scoring system of 80/20 will be used whereby scores for price will be calculated out of 80 and scores for Specific Goals will be calculated out of 20.</p> <p>viii. The points for price and points for specific goals will be added together and ranked from highest to lowest,</p> <p>ix. The work package is therefore recommended to the highest scoring panellist subject to the allocation being the first work package, or if the preferred panellist has presented adequate capacity to undertake multiple work packages as determined by the capacity assessment set out in the tender document.</p> <p style="margin-left: 40px;">a. Resource Capacity. Resources will be assessed in terms of the Contract Manager, Site Agent and Safety Officer as per the Functionality Evaluation. 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 style="margin-left: 40px;">b. Financial Capacity. To mitigate against the risk of contractors not being able to fund the initial capital required such as site establishment, procurement of material, and commitments – i.e. payment of operational requirements for the first month from commencement of work. Contractors will be required to submit bank statements (only the page that shows the balance), overdraft facilities, arrangements with suppliers, bank confirmation letters, and arrangements with financiers inter alia. For this requirement, contractors are required to demonstrate</p>
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	<p>to have a minimum of 10% of the project cost. Failure to comply with this requirement will be deemed as noncompliance by the Contractor and the next Contractor in line will be considered.</p> <p>i. During this process, JW is not instructing the panellists to enter into any agreements with third-party service providers. The capacity assessment process will be administered by the BEC and endorsed by the BAC.</p> <p>x. The work package is recommended to the subsequent highest-scoring panellist if the highest-scoring panellist does not have adequate capacity to be recommended for the work package.</p> <p>xi. Notwithstanding the outcome of the capacity assessment (Resource Availability), all panellists will be allocated a maximum of three (3) projects that can run concurrently. Panellists will be required to complete allocated projects to be awarded additional work above the threshold. Projects that have been suspended before the completion phase will not be regarded as committed.</p> <p>xii. Upon completion of the evaluation process, BEC compiled a report with a recommendation to the BAC for consideration Report.</p> <p>xiii. If the Panellist is terminated due to poor performance, they will not be allocated any subsequent work.</p> <p>Allocation will be concluded by the BAC for work packages equal to or below R5 Million and by the Accounting Officer for Work Packages above R5 Million.</p> <p>If a Work Package is terminated, the Service Provider will not be further allocated any project.</p> <p>If a Service Provider declines any Work Package, they shall not be allocated any subsequent work.</p> <p>Johannesburg Water does not guarantee that every panellist will be allocated a work package.</p> <p>1. APPLICATION OF THE PREFERENCE POINTS SCORING SYSTEM</p> <p><u>The following preference point systems apply to all bids:</u></p> <ul style="list-style-type: none"> - The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and - The 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 BEC will depend on the verification documentation submitted. - Only tenderers that have completed and signed MBD 6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing. <p>(a) The value of this bid is estimated to be below R50 000 000 (all applicable taxes included)</p>
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and therefore the 80/20 preference point system shall be applicable.

- (b) Preference points for this bid shall be awarded for:

Price; and

Specific Goals.

- (c) The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals must not exceed	100

- (d) Failure on the part of a bidder to submit proof of specific goal points claimed in MBD 6.1 will not result in disqualification but will result in points not being awarded for Specific Goals.

Specific Goals

In terms of Regulations 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 this tender, the tenderer will be allocated points based on the goals stated in **Table TD6** below as must be supported by proof/ documentation stated in the conditions of this tender.

Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination based on race, gender or disability.

Race:

- I. Ownership by black people
- II. Black Designated Group:
 - Ownership by black people that are unemployed
 - Ownership by black people who are youth
 - Ownership by black people living in rural or underdeveloped areas or townships
 - Ownership by black people with disabilities
 - Ownership by black people who are military veterans
 - Cooperative owned by black people

Gender:

- III. Persons, or categories of persons, historically disadvantaged by unfair discrimination based on gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South Africa.

Disability:



	<p>IV. 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>V. 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>VI. Promotion of procurement from a local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:</p> <ul style="list-style-type: none"> • Promotion of enterprises located in the Gauteng Province • Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G) • Promotion of enterprises located in the City of Johannesburg municipality • Promotion of enterprises located in rural or underdeveloped areas or townships. <p>Qualifying Small Enterprises (QSE)</p> <p>VII. Promotion of procurement from QSEs that are black owned.</p> <p>Exempted Micro Enterprises (EME):</p> <p>VIII. Promotion of procurement from EMEs that are black own.</p> <p>SUB-CONTRACTING:</p> <p>Promotion of sub-contracting a Historically Disadvantaged Individuals (HDI) company.</p> <p>Consider sub-contract only in cases where there are no companies 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,</p>
--	--



consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.

Documentation to be provided:

- JV, Consortium, or equivalent agreement
- Consolidated BBBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid

Note: The joint venture, consortium, or equivalent agreement in order for JW to determine the proportional points for specific goals.

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 COJ and one is located in Tshwane, if one of the goals is locality and has total points of 4, the JV will only be entitled the proportional points of 2.

The following verification documents must be submitted with the tender document:

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
A business owned by 51% or more - Black People	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.
A business owned by 51% or more – Black Youth	<ul style="list-style-type: none"> • A certified copy of a valid BBBEE certificate issued by a SANAS accredited verification agency or Affidavit is sworn under oath.
Businesses owned by 51% or more- Women	<ul style="list-style-type: none"> • Certified copy of valid a BBBEE certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, OR • CIPC registration document showing the percentage of ownership and share certificate where applicable.
A business owned by 51% or more - Cooperative owned by black people	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency and CIPC registration documents or CSD (MAAA number).



	A business owned by 51% or more – Black people living in rural or underdeveloped areas or townships	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Proof of municipal account / valid lease agreement, a letter from the Ward Counsellor confirming the business address.
	Business with a business registration address within COJ region or COJ municipality or Gauteng province and owned by 51% or more.	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and • Proof of municipal account / valid lease agreement, a letter from the Ward Council confirming the business address.
	A business owned by 51% or more - Black People who are military Veterans	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and • Registration with the military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required), OR • Registration of a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required).
	Businesses owned by 51% or more- Black People with Disabilities	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and • Medical Certificate from a medical doctor or SARS Confirmation of Diagnosis of Disability.
	SMME (An EME or QSE) owned by 51% or more Black People	<ul style="list-style-type: none"> • Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or DTI / CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.



Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

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Subcontracting with companies at least 51% owned by Historically Disadvantaged Individual (HDI) groups mentioned above.	<ul style="list-style-type: none">• Draft subcontracting agreement, and• Certified copy of a valid BBBEE certificate issued by SANAS accredited verification agency or DTI / CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.
Joint Venture (JV), Consortium or Equivalent NOTE: Points for specific goals will be allocated proportionally depending on the percentage ownership/interest of each party.	<ul style="list-style-type: none">• JV, Consortium or Equivalent agreement which must indicate the percentage ownership/interest of each party, and• Certified copy of a valid consolidated BBBEE certificate issued by SANAS accredited verification agency, and• CIPC registration document (if subcontracting to a 51% or more black-owned Cooperative).

The following are the requirements for a valid Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practise:

Affidavit Prescribed Formats	Category	Financial Threshold
Generic Enterprises	BO QSE BO EME	Between R10m and R50m Less than R10m
Sector Specific Enterprises	BO QSE BO EME	Between R10m and R50m Less than R10m
Construction Sector Code	EME Contractor BO EME BEP	Less than R3m Less than R1.8m
Financial Sector Code	BO QSE BO EME	Between R10m and R50m Less than R10m
Information Communication Technology Sector Code (ICT)	BO QSE BO EME	Between R10m and R50m 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 EME	Between R5m and R10m Less than R5m
> Agency-based	BO QSE	Between R2.5m and R35m
> Asset-based	EME BO QSE	Less than R2.5m Between R80m and R400m



	<p>Tourism Sector Code</p> <table border="0"> <tr> <td style="border-right: 1px solid black; padding-right: 10px;">BO QSE</td><td>Between R5m and R45m</td></tr> <tr> <td style="border-right: 1px solid black; padding-right: 10px;">BO EME</td><td>Less than R5m</td></tr> </table> <p>Specialised Enterprises</p> <table border="0"> <tr> <td style="border-right: 1px solid black; padding-right: 10px;">BO QSE</td><td>Between R10m and R50m</td></tr> <tr> <td style="border-right: 1px solid black; padding-right: 10px;">BO EME</td><td>Less than R10m</td></tr> </table> <p>Note: Sworn affidavits received from tenderers that do not meet the above requirement will not be considered for the allocation of points for specific goals.</p> <p>Requirements for a valid BBBEE Certificate are as follows:</p> <ol style="list-style-type: none"> a) Copy of a certified valid BBBEE certificate (Only Valid BBBEE accredited by SANAS), or a valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with the Commissioner of Oath Act. b) Bidders who do NOT qualify as EMEs and QSEs as outlined above must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS. c) Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals. <p>Valid Sworn Affidavits or certified copies of the 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> <ol style="list-style-type: none"> (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA). (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration. (iii) The COA shall sign the declaration and print his full name and business address below his signature and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio. (iv) Copy of certified copies will not be accepted. <p>2. ADJUDICATION USING A POINT SYSTEM</p> <ol style="list-style-type: none"> (a) The bidder obtaining the highest number of total points will be awarded the contract. (b) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts. (c) Points scored must be rounded off to the nearest 2 decimal places. (d) If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of points for specific goals. (e) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality. (f) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots. 	BO QSE	Between R5m and R45m	BO EME	Less than R5m	BO QSE	Between R10m and R50m	BO EME	Less than R10m
BO QSE	Between R5m and R45m								
BO EME	Less than R5m								
BO QSE	Between R10m and R50m								
BO EME	Less than R10m								



	<p>3. POINTS AWARDED FOR PRICE THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS</p> <p>A maximum of 80 or 90 points is allocated for price on the following basis:</p> <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 the comparative price of the bid under consideration</p> <p>Pt = Comparative price of a bid under consideration</p> <p>Pmin = Comparative price of lowest acceptable bid</p>
C.3.13.1	<p>Add to the existing clause: 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 Demand Performance Guarantee to the format included in Part T2.2.22 of this procurement document d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; f) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; g) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; i) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely; and j) the tenderer: <ul style="list-style-type: none"> i) has sufficiently substantiated his experience in this type work; ii) has the required and experienced key personnel
C.3.17	<p>The number of paper copies of the signed contract to be provided by the Employer is one.</p>



Contract No JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

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C15.1	<p>Performance Guarantee</p> <p>The Contractor shall provide an irrevocable on-demand performance guarantee in the form set out in the pro forma document provided by the Employer, issued by a recognised financial institution. Alternatively, cash in lieu of a bond will be accepted.</p> <p>For smaller contractors with CIDB grading below 6, the Employer will retain 10% from each invoice in lieu of a performance guarantee.</p>
C15.2	<p>No Suspension of Works Due to Non-Payment</p> <p>Notwithstanding any other provision of the contract, the Contractor agrees that there shall be no suspension of works due to non-payment by the Employer. The Contractor is required to continue works according to the project schedule, regardless of any delays in payment.</p>
C15.3	<p>Continuation of Works During Dispute Resolution</p> <p>In the event of any dispute or disagreement between the Contractor and the Employer, the Contractor is required to continue works as scheduled. Dispute resolution processes shall proceed in parallel with the ongoing performance of the works, and the project timeline shall not be disrupted.</p>
	<p>There are no additional conditions of tender.</p>

--- END OF PART ---

Johannesburg Water (SOC) Ltd



VOLUME 1

RETURNABLE DOCUMENTS AND SCHEDULES

T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

<u>Document</u>	<u>Page</u>
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
JW 6.1 (b) Special Subcontracting Conditions	RD.14
MBD 6.1 Preference points claim form in terms of the preferential procurement regulations	RD.16
MBD 4 Declaration of any potential conflict of interest	RD.25
MBD 5 Declaration for Procurement above R10 Million (VAT Included)	RD.28
MBD 8 Declaration of bidder's past Supply Chain management practices	RD.30
MBD 9 Certificate of independent bid determination	RD.32
T2.1.5 Proposed qualifications	RD.35
T2.1.6 Schedule of the Tenderer's experience	RD.36
T2.1.7 Contactable reference template	RD.37
T2.1.8 Schedule of key personnel	RD.38
T2.1.9 Curriculum vitae of key personnel	RD.39
T2.1.10 Technical Proposal	RD.42

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.45
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e. MA number	RD.46

T2.3 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
3. Returnable Schedules that will be incorporated into the contract	
T2.3.1 Imported content: forward exchange cover for imported goods	RD.48

T2.4 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
4. Other documents that will be incorporated into the contract	
T2.4.1 JW 6.4 Returnable Annexure A – SHE Acknowledgment Form	RD.51
T2.4.2 JW 6.5 Returnable Annexure B: Acknowledgement of Tender Drawings	RD.52
T2.3.3 Minutes of the Mandatory Tender Briefing Meeting	RD.53

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.

Volume 1 Tender and Contract
T2.1 and T2.3 List of 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.35
T2.1.6 Schedule of the Tenderer's experience	RD.36
T2.1.7 Contactable reference template	RD.37
T2.1.8 Schedule of key personnel	RD.38
T2.1.9 Curriculum vitae of key personnel	RD.39
T2.1.10 Technical Proposal	RD.42

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T2.1 and T2.3 List of 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

Volume 1 Tender and Contract
T2.1 and T2.3 List of 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 CORPO- RATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIE- TOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of
....., hereby confirm that by resolution of the Board
(copy attached) taken on, Mr/Ms, acting in the ca-
pacity of, was authorized to sign all documents in con-
nection with the tender for Contract No. JW14403 and any contract resulting from it on behalf
of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable 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.

Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable Documents

(III) Certificate For Partnership

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

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

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

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

NAME	ADDRESS	SIGNATURE	DATE

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

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T2.1 and T2.3 List of Returnable 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 AUTHORISED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

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

Volume 1 Tender and Contract
T2.1 and T2.3 List of 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 :

Volume 1 Tender and Contract
T2.1 and T2.3 List of 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

Volume 1 Tender and Contract
T2.1 and T2.3 List of 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 an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

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

*Insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise name

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T2.1 and T2.3 List of Returnable Documents

T2.1.4 Preferential Procurement

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

Form No.	Form Title	Description	Page
JW6.1	Special Conditions	Sub-contracting and Skills Transfer	RD.14
MBD 6.1	Empowerment and Preferential Procurement	Procedures and adjudication criteria for the information of the Tenderer	RD.16
MBD 4	Declaration of any potential Conflict of Interest	Form to be completed by the Tenderer	RD.25
MBD 5	Declaration for Procurement above R10 Million (VAT Included)	Form to be completed by the Tenderer	RD.28
MBD 8	Declaration of bidder's past supply chain management practices	Form to be completed by the Tenderer	RD.30
MBD 9	Certificate of Independent Bid Determination	Form to be completed by the Tenderer	RD.32

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.

JW 6.1 (b) SPECIAL CONDITIONS

The successful Tenderer must therefore subcontract a minimum of **20%** of the value of this contract to an entity(s) described below. 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% black owned by black people;
 - An EME of QSE which is at least 51% owned by black people who are youth;
 - An EME of QSE which is at least 51% owned by people who are 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 veteran;
 - 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. A subcontracting agreement between main Service Provider and the subcontractor shall be submitted to JW upon appointment and must include minimum information below.
 - Name of sub-contractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the sub-contractor
 - Value of the work issued including P&G's (auditable)
 - Assistance provided to the sub-contractor e.g., acquisition of materials, machinery, and tools
 - Skills transfer plan
 3. The successful Service Provider must submit periodic SMME reports to the Project Manager as follows:
 - Name of sub-contractor and BBBEE status
 - Area and location of project
 - Scope of work issued to the sub-contractor

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T2.1 and T2.3 List of Returnable Documents

- Value of the work issued (auditable)
 - Monthly payments made to the subcontractor (auditable)
 - Assistance provided to the sub-contractor e.g. acquisition of materials, machinery, tools and amount.
 - Performance of the sub-contractor
 - Assessment of Skills transfer and progress
4. Upon completion of the project, the service provider is required to provide a final report to JW on skills acquired, description and value of work performed as well as their overall performance.

(The above information will assist the sub-contractor to improve their CIDB grading)

Skills transfer

It is an absolute requirement that the successful tenderer empowers the appointed sub-contractor/s through the transfer of skills. In this regard a skills transfer plan must be submitted prior to commencement of each work package.

I / we representing the tenderer hereunder agree to the above conditions.

Name of Tenderer: _____

Authorised signatory: _____ **Date:** _____

Tenderers who **FAIL** to complete and sign schedule JW6.1 will not be evaluated further

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.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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	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).

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

5. POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in Table 1 as may be supported by proof/ documentation stated in the conditions of this tender:
- 5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
 - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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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)
Goal 1 - Business owned by 51% or more – Black Youth	10	
Goal 2 - Business owned by 51% or more – Women	10	
TOTAL	20	

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6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:

6.2 Company registration number:

6.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the service provider 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;

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- (d) recommend that the tenderer or service provider, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

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7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted _____ (minimum of 20%)
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		NO	
-----	--	----	--

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

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

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8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT number registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

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

.....

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

- v) The information furnished is true and correct;
- vi) In the event of a contract being awarded as a result of points claimed as shown in MBD 6.1, the service provider is required to furnish documentary proof as requested in the Tender Data to the satisfaction of the purchaser that the claims are correct;
- vii) 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 –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) recommend that the bidder or service provider, 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
 - (j) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:
ADDRESS
.....
.....

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MBD 4

DECLARATION OF INTEREST

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

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

3.2 Identity Number.....

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.....
.....

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

3.13.1 If yes, furnish particulars.....
.....

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

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

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

MBD 5

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

2. If the bidder is not required by law to prepare annual financial statements for auditing, they shall be required to furnish their Annual Financial Statements -

- i. for the past three years , or
- ii. since their establishment if established during the past three years

Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES / NO

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

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- 3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES / NO

3.1 If yes, furnish particulars

.....
.....

- 4 Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES / NO

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

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

FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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.

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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)

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.

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

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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.

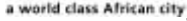
The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material qualifications.

Page	Clause or item	Proposal

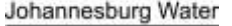
Signed Date

Name Position

Tenderer



Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period Of Three Years



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T2.1.6 Schedule of the Tenderer's Experience

[illegible]

Signed _____ Date _____

Name	Position
------	----------

<i>Tenderer</i>	
-----------------	--

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T2.1.7 Contactable Reference Template

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorised to do so, hereby furnish a reference to Johannesburg Water relative to tender Contract No. **JW14403** for **Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years**

Name of Tenderer:

Description of Alternative Non-Sewered Basic sanitation Project Implemented:

.....
.....

Scope:

.....
.....

Name of authorised person:

Signature: Date:

Telephone/Mobile:

Email:

Completed on behalf (Name of Client)

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

IF BIDDER WAS A SUBCONTRACTOR ON THE PROJECT – PROOF OF SUBCONTRACTING AGREEMENT BETWEEN BIDDER AND MAIN CONTRACTOR PLUS REFERENCE LETTER TO BE SUBMITTED AS STATED ABOVE

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

SIGNATURE:

DATE:

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

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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

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6. Project-based Experience

Project Name	
Project Client	
Project Dates	
Project Value	
Project position (e.g. Contracts Manager, Site Agent, etc.)	
Description of Duties	
Description of Project Scope (including pipe diameter)	

Project Name	
Project Client	
Project Dates	
Project Value	
Project position (e.g. Contracts Manager, Site Agent, etc.)	
Description of Duties	
Description of Project Scope (including pipe diameter)	

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Project Name	
Project Client	
Project Dates	
Project Value	
Project position (e.g. Contracts Manager, Site Agent, etc.)	
Description of Duties	
Description of Project Scope (including pipe diameter)	

Project Name	
Project Client	
Project Dates	
Project Value	
Project position (e.g. Contracts Manager, Site Agent, etc.)	
Description of Duties	
Description of Project Scope (including pipe diameter)	

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

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T2.1 and T2.3 List of Returnable Documents

T2.1.10 Technical Proposal

Bidders are required to submit a detailed technical proposal that addresses specific sections but not limited to as per table below. The Technical Proposal must cover all aspects as listed in PS1.3 of Project Specification and it will be scored as per Table TD4. Bidders can use the corresponding sections and numbering to table below as a guideline.

No	Section
1.	Proposed Technology Design
1.1	Technology Design as per the specified scope
1.2	Treatment Capacity
1.3	Treatment process
1.4	Size and compactness of the proposed design to reduce footprint (include drawings)
1.5	Design Lifespan
2.	Operations and Maintenance
2.1	Treatment Performance and Quality Assurance
2.2	Quality Tests and Monitoring
1.3	Sludge Disposal Frequency
1.4	Training and Skill transfer
2.	Environmental Conservation, Health, and Safety Compliance
3.1	Indicate how the proposed technology will conserve the environment, health, and safety
3.2	Energy Efficiency (the system should gravitate - no energy required solution)
4	Project Implementation Plan – The project implementation plan must be in Gantt Chart format, and it must cover the installation of the proposed sanitation technology to service each of the 500 Households which should include duration and activities but not limited to:

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T2.1 and T2.3 List of Returnable Documents

No	Section
	<p>Site Investigations, Design, submission of Contractual Documents as per...of Agreement and Contract Data, Commencement of works, Procurement of the material, installation and Practical Completion Date</p> <p>Note: The Project Implementation plan is for evaluation purposes and not for a specific project:</p>
5	The upgradeability of the low/pour flush design to integrate with the future flushed sewer reticulation system

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.45
T2.2.2 SARS Tax Compliance Status Pin and Proof of CSD registration i.e., MA xxxxxxxxxx number	RD.46

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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.

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)

T2.2.1 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 xxxxxxxxx number.

SIGNATURE:

DATE:

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

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T2.3 LIST OF RETURNABLE SCHEDULES

Document

Page

3. Returnable Schedules that will be incorporated into the contract

T2.3.1	Imported content sheet: forward exchange cover for imported goods	RD.48
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T2.3.1 Imported Content Sheet: Forward Exchange Cover for Imported Goods

The Tenderer shall, in the attached schedule, for each item which a price is tendered, state the item number as it appears in the Schedule of Quantities, a brief description of the item, the country of origin, the value of the imported content of all goods comprising that item, the number of items for which he requires forward exchange cover, and the total amount for which forward exchange cover will be required.

Each Part of the Schedule of Quantities must be dealt with separately.

In the event of components being imported from more than one country, a separate entry shall be made for each country.

The Tenderer shall state the applicable rate(s) for the relevant country(ies) as at the date seven days prior to the closing date for the receipt of tenders.

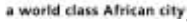
Exchange rate(s) as at (insert date)

Country	Exchange Rate

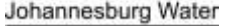
SIGNED ON BEHALF OF TENDERER :

NAME (in print) :

DATE :



Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period Of Three Years



T2.1 and T2.3 List of Returnable Documents

Equipment Schedule

[illegible]

T2.4 LIST OF RETURNABLE SCHEDULES

<u>Document</u>	<u>Page</u>
4. Other documents that will be incorporated into the contract	
T2.4.1 JW 6.4 Returnable Annexure A – SHE Acknowledgment form	RD. 51
T2.4.2 JW 6.5 Returnable Annexure B: Acknowledgement of Tender Drawings	RD. 52
T2.4.3 Minutes of the Mandatory Tender Briefing Meeting	RD.53

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T2.4.1 JW 6.4 Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

DECLARATION BY SERVICE PROVIDER

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

Volume 1 Tender and Contract
T2.1 and T2.3 List of Returnable Documents

T2.4.2 JW 6.5 Returnable Annexure B: Acknowledgement of Tender Drawings

DECLARATION BY SERVICE PROVIDER

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:

The drawings that are issued for **TENDER PURPOSES** are those noted below:

DRAWING NUMBER	DESCRIPTION	REV
GENERAL (GEN) DRAWINGS		
NA	Region, ward boundaries Layout Plan	A
JW100-DET04-S01	Standard Detail, Nameboard	0
JW100-DET01.1-W01	Standard Detail, Nameboard Holder	0
JW100-DET02-W01	Standard Detail, Bedding Details	1
JW100-DET01-SC01	Standard Detail for Site Camp	0

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

Name of tenderer	
Name of Authorized person	
Authorized Signature*	

Volume 1 Tender and Contract
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T2.4.3 Minutes of the Mandatory Tender Briefing Meeting

Minutes of the Mandatory Tender Briefing Meeting



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Section C1 Agreement and Contract Data

Johannesburg Water (SOC) Ltd



CONTRACT JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years Volume 1 Tender and Contract

VOLUME 1

PART 1: AGREEMENT AND CONTRACT DATA

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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		PAGE
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C1.1.1	Form of Offer	C.3
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C.1.1.3	Schedule of Deviations	C.5
C1.2	CONTRACT DATA	
C.1.2.1	Part 1: Data Provided by the Employer	C.7
C1.2.2	Part 2: Data provided by the Contractor	C.25
C1.3	FORMS AND SECURITIES	C.28

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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:

JW14403: Panel of Service Providers for the design, construction, operation, and maintenance of alternative non-sewered basic sanitation services for individual households in the informal settlements within the City of Johannesburg on an as and when required basis for the period of three years.

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

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

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

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

Name and signature of
witness

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

C1.1.2 Form of Acceptance

The Employer is to complete and sign the form of acceptance

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

The terms of the contract are contained in:

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

and drawings, and documents or parts thereof, which may be incorporated by reference into Parts 1 to 3 above.

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

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

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

FOR EMPLOYER OFFICIAL USE ONLY

Name(s) _____

Capacity _____

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

(Name and address of organisation)

Name and signature of witness _____

(Name) _____ (Signature) _____

Date _____

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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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.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Section C1 Agreement and Contract Data

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

For the Contractor:

Signature(s)

Name(s)

Capacity

For the Contractor

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

For the Employer:

Name(s)

Capacity

For the Employer

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

(Name and address of organisation)

**Name and signature
of witness**

(Name)

(Signature)

Date

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



Volume 1 Tender and Contract

Section C1 Agreement and Contract Data

GCC Clause	Information
	<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 20% of the Contract Price shall be subcontracted to SMME's. Where the identified items for subcontracting do not form 20% 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 10 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"> • Site Manager • Safety Officer <p>The minimum requirements in terms of qualifications and experience of these Key Personnel are listed in C1.2.1.2.15 (see below).</p>
5.3.1	<p>The documentation required before commencement with Works execution 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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Section C1 Agreement and Contract Data

GCC Clause	Information
	<ul style="list-style-type: none"> ○ 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). The Employer will require Health and Safety documentation from the Contractor to acquire this permit. ● Organogram of resources ● Subcontract plan/ proposal which includes a number of Subcontractors that meet requirements as per conditions of C1.2.1.2.14
5.3.2	The time to submit the documentation required 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 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 to 17h00.
5.8.1	<p>The non-working days are Saturdays & 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 R10,000.00 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. ● All building works to be connected to water and sewer and have electrical installation with a certificate of compliance. ● Installation, testing & commissioning of all valves. ● Installation, testing & commissioning of all electrical and C&I infrastructure. ● 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.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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Section C1 Agreement and Contract Data

GCC Clause	Information
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 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>

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Section C1 Agreement and Contract Data

GCC Clause	Information
	<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.
6.10.4	<p>Delivery, dissatisfaction with and payment of payment certificates</p> <p>Delete Clause 6.10.4 and replace with the following:</p> <p>Payment shall be made upon:</p> <ul style="list-style-type: none"> 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 Agreed payment certificate being submitted with an original tax invoice. A statement being submitted on the last day of the month after revisions are made to the IPC. Payment will be made within 60 days of receipt of the Contractor's approved statement. <p>Payment will be made within 60 days of receipt of the Contractor's Approved 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</p> <p>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</p> <p>Amend Clause 7.8.2.1 as follows:</p> <p>In the first line, correct the spelling of 'therefore'.</p>

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Section C1 Agreement and Contract Data

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 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	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: <ul style="list-style-type: none"> a. The Contractor shall insure all Construction Machinery and Plant (including tools, offices and other temporary structures and content) and other items, other than those intended for incorporation into the works, owned, leased or hired and brought on to the Site against all risks of physical loss or damage for the period that such Plant shall be 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. b. The Contractor and the Sub-contractors shall affect and maintain at their cost, insurance under the provision of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 (Act No. 130 of 1993) c. The Contractor and the Sub-Contractors shall affect and maintain at their own cost, motor vehicle liability insurance with at least indemnification for “balance of third party” risks, including passenger liability with a limit of indemnity of not less than R2,5 million. d. Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. e. Any other Insurance cover that may be deemed necessary by the Contractor to ensure full and successful completion of the Works.
10.4.2	Dispute resolution shall be by Amicable Settlement, failing which, any dispute shall be resolved by way of ad-hoc Adjudication.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Section C1 Agreement and Contract Data

GCC Clause	Information
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes shall be by arbitration.

Employer:		Contractor:	
Witness:		Witness:	



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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 50,000.00 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

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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.

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 R10 000,00 per audit report where a Contractor scores below 85%.

The Employer will impose a penalty value of R10 000,00 per occasion where the Contractor scores above 85% but below 93% for two successive months.

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Witness:		Witness:	



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e) Failure to meet the **environmental compliance target**.

Monthly compliance rating will be calculated for each Contractor as per a formula determined by the Employer focusing on or incorporating outcomes of assurance (e.g. monthly audit), operational assessments and other requirements, as necessary. The Employer will impose a penalty value of R10 000,00 per audit report where a Contractor scores below 85%.

The Employer will impose a penalty value of R10 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

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any other contract with the Employer or for showing or intending to show favor or disfavor to any person in relation to the Contract or any other contract with the Employer. If similar acts have been done by any persons employed by the Contractor or acting on his behalf whether with or without the knowledge of the Contractor in relation to this or any other Contract with the Employer, the same consequences shall apply.

C1.2.1.2.5 Confidential nature of documents

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

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

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

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

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- Monthly timesheets
- Training returns
- UIF forms (proof of registration from Labour)

C1.2.1.2.7 Materials and workmanship

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

- 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:

- 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.
- substitution of proper and suitable materials; and

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- c) removal and proper re-execution (notwithstanding any previous test thereof or interim payment therefore) of any work which in respect of materials or workmanship is not in the opinion of the Employer's Agent or his duly authorized representative in accordance with the Contract.

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

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

C1.2.1.2.11 Date falling on public holiday or weekend

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

C1.2.1.2.12 Ambiguities and inconsistencies

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

C1.2.1.2.13 False claims by the Contractor

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

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The successful Contractor must subcontract a minimum of 20% of the value of this Contract to an entity(s) described below. The value of the Contract for the purposes of this calculation shall be equal to the Contract Price (excluding VAT) as described in the General Conditions of Contract.

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

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

1. 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 of 20% of the value of this Contract. In complying with this condition, the following shall be adhered with:

- The Contractor shall develop a Subcontracting Plan that sets out the details of the proposed Subcontracting arrangements including, but not limited to, competitive bidding process to be used for the appointment of SMME's, scope of work to be allocated, criteria for the selection of Subcontractor(s), Subcontractor agreements, cost of the work to be Subcontracted, etc.
- The Subcontracting Plan shall be issued to the Employer's Agent for approval, prior to the engagement of any Subcontractor(s) by the Contractor. The activities, time periods, linkages, etc. associated with the development and approval of the Subcontracting Plan shall be included in the Project Programme, which Programme is subject to the approval of the Employer's Agent.
- Where the identified items for subcontracting do not form 20% 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;

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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 20% 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. 20% 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 produced by the Contractor (such as training certificates, training registers, etc.), etc.
- A specific provision that enables the Contractor to pay the Subcontractor's suppliers, labour (skilled, local, etc.) or any other service provider of the Subcontractor, should the Subcontractor fail to do so. This provision shall include (but not be limited to) the following conditions/proviso's:
 - Invoices that are due for payment from suppliers and the like must be invoices that have been approved for payment and be based on work or services that have actually been completed or delivered. Payments that are due to labour will be based on approved timesheets.

Employer:		Contractor:	
Witness:		Witness:	



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- 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.

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Witness:		Witness:	



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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)
 - 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.

Employer:		Contractor:	
Witness:		Witness:	



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C1.2.1.2.15 Competent Employees

Competent Employees	Qualifications	Experience
Contracts Manager	<p>Minimum Qualifications of Contract Manager</p> <p>Only Contract Managers with qualifications of BTech/ BSc/ BEng: Engineering (Civil/ Mechanical) or higher AND ECSA Professional Registration (Pr. Eng. / Pr. Technologist) 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>	Minimum of 2 – 4 sewer pipeline projects completed as a Contract Manager.
Site Manager	<p>Minimum Qualifications of Site Manager</p> <p>Only Site Managers with qualifications of National Diploma (Civil/ Mechanical) Engineering or higher AND Registered as a Candidate Engineering Professional with the ECSA or higher will be considered</p>	Minimum of 1 - 4 sewer pipeline projects completed as a Site Agent.
Safety Officer	<p>Post Qualification Experience of Safety Officer</p> <p>Only Safety Officers with qualifications of National Diploma (Safety Management/ Environmental Health/Environmental Science/ Environmental Management), SAMTRAC / SHEOMTRAC/ SHEMTRAC / MESHTRAC /NEBOSH / Safety Officers Course (NQF 5) or more AND Registered with SACPCMP in the “Construction Health and Safety” Sector will be considered. However, the time of registration of Safety Officer will not impact post qualification number of projects</p>	Minimum of 4 - 6 years of experience post minimum qualification as a safety officer

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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Witness:		Witness:	



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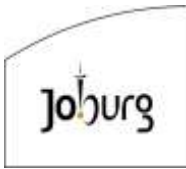
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C1.2.1.3 Variations to General Conditions of Contract

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>								
<table><tr><td>Employer:</td><td></td><td>Contractor:</td><td></td></tr><tr><td>Witness:</td><td></td><td>Witness:</td><td></td></tr></table>		Employer:		Contractor:		Witness:		Witness:	
Employer:		Contractor:							
Witness:		Witness:							



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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>Email: _____</td><td></td></tr> </table>	Physical Address:	Postal Address:	_____	_____	_____	_____	_____	_____	Tel: _____	Fax: _____	Email: _____	
Physical Address:	Postal Address:												
_____	_____												
_____	_____												
_____	_____												
Tel: _____	Fax: _____												
Email: _____													
Clause 1.1.1.1 4	The time for achieving Practical Completion is 03 months from the Commencement Date												
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. 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 colspan="3" style="text-align: center;">NOT APPLICABLE</td></tr> </table>	Type	Unit	Rate	NOT APPLICABLE								
Type	Unit	Rate											
NOT APPLICABLE													

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



Volume 1 Tender and Contract

Section C1 Forms and Securities

Johannesburg Water (SOC) Ltd



CONTRACT NO. JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

VOLUME 1

PART 1.3: FORMS AND SECURITIES

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years



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Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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Section C1 Forms and Securities

C1.3 FORMS AND SECURITIES

FORMS FOR COMPLETION BY THE CONTRACTOR

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

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

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

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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Section C1 Forms and Securities

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*:

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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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

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

(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).

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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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 citandi et executandi* for all purposes in connection with this Guarantee.

SIGNED at _____ on this _____ day of _____ 20__

Witnesses:

1.

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

2.

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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C1.3.2 Blasting Indemnity

Given by

*Company Registration No. _____

Address

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

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

_____ and the Company requires this Indemnity from the Contractor

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

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

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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

As witnesses

1. _____
Name & Surname Signature

2. _____
Name & Surname Signature

Duly authorised to
sign on behalf of _____

Address _____

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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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: JW14403

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C1.3.4 Health and Safety Contract: General Information

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the Employer in the event of inability to perform as per this agreement. The Employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of the Employer in this respect.
10. The work to be done is **JW14403 Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years**
11. The area in which the work is to be conducted is in **The City of Johannesburg**
12. The Contractor shall familiarise himself with such area and all risks existing thereon and undertakes to report to the representative of the Employer any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into the area.

Employer:		Contractor:	
Witness:		Witness:	



Contract: JW14403

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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:	

Johannesburg Water SOC Ltd



VOLUME 2B

CONTRACT

PART 3:

SPECIFICATIONS

Employer:		Service Provider	
Witness:		Witness:	

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Employer:		Service Provider	
Witness:		Witness:	

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Employer:		Service Provider	
Witness:		Witness:	

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:		Service Provider	
Witness:		Witness:	

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:		Service Provider	
Witness:		Witness:	

- L) **'Non sewered sanitation system (NSSS)'** for this scope shall mean non-sewered sanitation system which is NOT connected to a grid (Sewer Reticulation), collects, conveys, and treats sewer input within its unit to allow for disposal of generated solid outputs at a minimum frequency (stated below under disposal frequency). Please note that this is not communal package plant, but it is an alternative to Conventional / Traditional Ventilated Pit Latrine (VIP) or Chemical Toilet. In addition, the sewer treatment process should be done on site at individual household/stand
- M) **Individual Households** shall mean A shack / House occupied by one family (Normally 4-7 people occupy one household)
- N) **Definition of Front-end (NSSS)** shall mean a structure / shelter consists of toilet unit, water storage tank, pedestal being used by households to urinate and relief themselves.
- O) **Definition of Sludge tank /Back End** shall mean a structure/ container connected to Front-end structure which store sludge and enhance chemical treatment in breaking down the solids

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
EA	: Employer's Agent
CIDB	: Construction Industry Development Board
CIPP	: Cure-In-Place-Pipe
CoJ	: City of Johannesburg
COP	: Code of Practice for Work within the Road Reserve
CSIR	: Council for Scientific and Industrial Research
DVD	: Digital Versatile Disk
ECSA	: Engineering Council of South Africa
EDA	: Enterprise Declaration Affidavit

Employer:		Service Provider	
Witness:		Witness:	

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
HDPE	: High Density Polyethylene
JRA	: Johannesburg Road Agency
JW	: Johannesburg Water SOC Ltd
Kl	: Kilolitres
l	: Litres
LOS	: Level of Service
MI	: Megalitres
Mod AASHTO	: Modified American Association of State Highway and Transportation Officials
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:		Service Provider	
Witness:		Witness:	

PORTION 1: PROJECT SPECIFICATION

PS1 DESCRIPTION OF THE WORKS

PS1.1 Employer's Objectives

The City of Johannesburg embarked on a programme aligned to the National Department of Human Settlement to upgrade informal settlements with the objective of improving the quality of life and provision of basic services. The provision of basic services applies to in situ upgrading of informal settlements as well as relocation of some communities for a variety of reasons. Part of the Upgrading of Informal Settlement Program involves an incremental provision of basic sanitation services as an interim measure before permanent services provision is achieved.

The primary objective of project is to provide in the interim, an upgradable, alternative (to Ventilated Improved Pit latrines and chemical toilets) non-sewered basic sanitation services. The intention is to provide an improved sanitation technology for improved dignity, environmental compliance, reduce the frequency of desludging and total lifecycle costs (*associated with the current frequency of desludging of VIPs or chemical toilets*) in various informal settlements within the City of Johannesburg on an as and when required basis for the period of 36 months.

The secondary objective of the project is that optimum utilisation 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 cognisance the prescripts of EPWP and Local SMMEs.

PS1.2 Overview of the Works

The scope of works to be carried out under this contract includes the design, construct, operate, and maintenance (for a period of a calendar year), a safe, adequate, upgradable, environmentally friendly non-sewered sanitation system that can service individual household units in informal settlements that are in the process of being upgraded. For individual household units, the scope entails the installation of Pour Low Flush Sanitation Toilet Units that utilises wastewater treatment process onsite. The utilisation of the proposed system will be decided according to the geotechnical conditions and settlement set up from one area to another.

The proposed sanitation systems design should be cost effective and require minimal adjustments to suit the ground conditions in addition, the technology should be water saving and use as minimal clean/grey water as possible as not all informal settlements have closer municipal water supply.

Employer:		Service Provider	
Witness:		Witness:	

PS1.3 Extent of the Works Required

A Pour/Low Flush Sanitation Toilet Units with Onsite Wastewater Treatment

Design Specifications:

Item	Requirements	Specification Description
0.1	Individual Households	A shack / House occupied by one family (Normally 4-7 people occupy one household)
0.2	Definition of Non sewerer sanitation system (NSSS) for this scope	Non-sewered sanitation system is NOT connected to a grid (Sewer Reticulation), collects, conveys, and treats sewer input within its unit to allow for disposal of generated solid outputs at a minimum frequency (stated below under disposal frequency). Please note that this is not communal package plant, but it is an alternative to Conventional / Traditional Ventilated Pit Latrine (VIP) or Chemical Toilet. In addition, the sewer treatment process should be done on site at individual household/stand.
0.3	Definition of Front-end	The super structure / shelter consists of toilet unit, water storage tank, pedestal being used by households to urinate and relief themselves.
0.4	Definition of Sludge tank /Back End	It's a structure/ container connected to Front-end structure which store sludge and enhance biological wastewater treatment process in breaking down the solids.
1	Scope	Design, install and maintain (for a specified period), a safe, adequate, environmentally friendly, NSSS that can service individual household units sanitation including operation and maintenance for a specified period.
2	Design Standards	Compliance to Department of Water and Sanitation Standards and scientific demonstration reports from industry certified by either Water Research Commission (WRC) or CSIR will be acceptable.
3	General Design Requirements	
3.1	Treatable Input	Sewer (Faeces, Toilet Paper, Urine)
3.2	Pour /Low Flush	The design must allow for a flushing upgrade option attached to a water saving cistern in addition to being able to operate with just a 'pour' of water
3.3	Sanitation Assembly & Components	<ul style="list-style-type: none"> Front end and back-end components - minimum components: - Toilet Unit including cistern, container

Employer:		Service Provider	
Witness:		Witness:	

		<p>for storing grey or clean water for flushing, pedestal with provision for children seat, pipework, water meter, the waste treatment unit)</p> <ul style="list-style-type: none"> The unit must be a local product and manufactured within the borders of South Africa. The system must allow for an incorporated child-seat as part of the seating arrangement. The child seat must be easier to open than the pedestal lid to allow for ease of use by children, with a specific lifting recess positioned to prevent contact with the toilet seat. An internal or external mountable Demand Flush Tank must be present and have a capacity of 30L flushes or more. The tank must be able to be manually filled with clean/Grey/Rainwater to be used as a flushing medium. The tank must be fitted with filters to prevent large particles from entering the flush tank when manually filled.
3.4	Sludge Tank/Back-end Design	<ul style="list-style-type: none"> Each Soakaway Design should be guided by Percolation Tests as per SANS10400-Q:2011 Sludge Tank/Back-end Tank to be designed in accordance with SANS The capacity of the Sludge Tank/Back-end Tank shall not be less than 3 x ADDWF/stand The minimum design desludging capacity shall not be less than 48months.
3.5	Family size (average)	7 people per household
3.6	Minimum Daily Treatment Capacity (L/day)	21 flushes per day per household (Approximately 84 L/day)
3.7	Cistern maximum capacity	4litres, a flow meter to be installed to measure water consumption.
3.8	Overload Protection	Indicate the safety factor in the design to prevent overload of treatment capacity. Provide a visual indicator to notify that the system is nearing overload and system cannot be used
4	Safety and security Requirements	Ground water Protection, safety & protection from effluent contacts
5	Performance Requirements	
5.1	Treatment Process Performance Assurance	The service provider to provide details of how this is to be monitored
5.2	Sewer Treatment Requirements	The sewer shall be treated on site for safe disposal and to avoid ground contamination.

Employer:		Service Provider	
Witness:		Witness:	

5.3	Odour emissions requirements	To be kept minimum
5.4	Design Life (Minimum)	10 years
5.5	Recycle/Reuse of wastewater	Optional
5.6	Security - secure design	Design of entire facility should be strong and robust to prevent vandalism and theft
6	Material Requirements & Structural Integrity	<ul style="list-style-type: none"> • Durable, • Fire resistance • UV light and corrosion protection/resistant • Connections and jointing • Main components of material should comply with SANS standards.
7	Information, Warnings and Markings	Must be included for safety
8	Maintenance	
8.1	Desludging Frequency (minimum)	48 months
8.2	Sludge Disposal Method	Honey sucking to avoid direct handling and should comply with Department of Water and Sanitation Requirements. Recycling onsite not permissible.
8.3	Discharging of effluent	It is preferred that the effluent should discharge to daylight provided that the effluent quality is safe for disposal.
8.4	Frequency of adding biological additives/enzymes	Guideline to be provided but not less than a month
9	Sustainability	
9.1	Energy Source	None, system to operates under gravity.
10	Other Requirements	Service provider to: <ul style="list-style-type: none"> • operate and maintain the system for a year from works completion or commissioning of each sanitation unit. • Provide Chemicals /enzymes/biological additives required for biological treatment for 1 year from commissioning each unit. • Train Johannesburg Water's Operations Team as part of handover takeover/skills transfer • Provide Operations and Maintenance Manuals
11	General Requirements	Wayleave application Site clearance Setting out and positioning of toilets

Employer:		Service Provider	
Witness:		Witness:	

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.

PS1.4 Location of the Works

The Settlements are located in various informal settlements within the boundaries of the City of Johannesburg (Refer to PS2.2.1 for City of Johannesburg Boundaries Layout).

PS1.5 Temporary Works

Temporary works shall:

The Service Provider 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
- h) Be such as to allow the continued or uninterrupted sewage flow. The Service Provider, under the supervision of an experienced Construction Manager (from the Service Provider's 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 Service Provider 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:		Service Provider	
Witness:		Witness:	

PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS

PS2 ENGINEERING

PS2.1 Service Provider's Design

The Service Provider undertakes to design, construct, operate and maintain the provided infrastructure as specified on the Specifications under PS1.3. The Service Provider is to follow specifications as laid out by the Employer. The Service Provider shall provide designs and construction drawings for each work package to be approved by the Employer's Agent.

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) CoJ Jurisdiction and Wards
- b) Project Name Board (Standard Detail)
- c) Project Name Board Holder (Standard Detail)
- d) Site Camp (Standard Detail)
- e) Sewer Bedding Details (Standard Detail)
- f) Site Camp (Standard Detail)

PS2.2.2 Construction drawings

- (a) Service Provider to provide a copy of construction drawings to the employer before commencement of the works as follows:
 - 1 x full colour PDF copy to its original size and DWG file. To be submitted in a USB and delivered at JW Head Office.
 - One printed colour set in A1 size. To be delivered at JW Head Office.
 - Unlimited number of full colours printed copy to its original size for the use of the Service provider and or their Subcontractor for the duration of the construction.
- (b) Employer to provide drawings of all existing infrastructure per work package to the Service Provider before commencement of the works for each work package. The Service provider to collect all drawings at JW head office. The Employer to provide drawings as follows

Employer:		Service Provider	
Witness:		Witness:	

- 1 x full colour PDF copy to its original size. To be collected at JW head office by the service provider using USB
- 3 x set of A3 copies. To be collected at JW Head office.

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 Service Provider 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.

PS2.2.4 Survey report drawings

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

- a) The location of all infrastructure and or services provided per each stand e.g. Non sewerred system, underground pipes etc.
- 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 PS2.2.3 (Shop Drawings) for recording survey findings showing existing infrastructure that coincide with the survey report coding sheets and video recording, shall be provided to the Employer's Agent on completion of the work package. 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:		Service Provider	
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 T2.1.4.

PS 3.2 SUBCONTRACTING

The commitment of the Employer concerning the empowerment of the SMMEs shall be noted and adhered to by the Service Provider. 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 Service Provider 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 may include but not limited to the following:

- Site clearance
- Material supply
- Construction of the Front-end structure
- Installation of the back-end structure
- Excavation, Backfilling, and compaction
- Removal and reinstatement of existing services or infrastructure
- Reinstatement of surfaces to original condition

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. Tax Certificate with a valid pin number
7. COIDA certificate
8. Company Profile including similar experience and skilled personnel CVs
9. Health and Safety Plan

Employer:		Service Provider	
Witness:		Witness:	

The Service Provider is:

to enter into a 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 Service Provider 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.

The Service Provider is

- 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 Service Provider 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 Service Provider 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.

Below is the high-level process of appointing a Subcontractor

- a) 20% of the Work Package amount shall be set aside for Local SMMEs for Subcontracting work by the Service Provider.
- b) SMME's are to price their BOQ with rates inclusive of Preliminary and General as there will not be an independent Preliminary and General section on the SMME BOQ.

Employer:		Service Provider	
Witness:		Witness:	

- c) For all other facilities such as Site Camp, storage of tools etc. the Subcontractors will use the Service Provider's facilities.
- d) The Service Provider will identify items within their BOQ that shall be subcontracted and thereafter an SMME BOQ for subcontracting purposes shall be created. The SMME BOQ to be reviewed and approved by the Employer's Agent before it is issued for pricing.
- e) All bids received by the Service Provider are to be evaluated for administrative compliance, experience (if required), price and BBBEE where the bid is to be awarded to the highest scoring bidder based on 80/20 or 90/10 (whichever that is applicable).
- f) Service Provider to provide full adjudication report to the Employer's Agent for approval.
- g) An appointment letter shall be issued by the Service Provider to the successful bidder and subsequently a contract agreement to be signed by both parties.

Service Provider is drawn to clause 5.13.3 under section C1.2.1.1 of Contract Data for compliance

PS 3.2.1 PERFORMANCE AND EXECUTION OF THE SUBCONTRACTED WORK

The Service Provider must ensure that his subcontractors shall supply sufficient, suitable resources (e.g., equipment, labour, material) to execute all the Subcontract Work including the SMME scope approved by the Employer's Agent as outlined in the Scope of Work PS 3.2 and Bill of Quantities.

The Service Provider 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

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 Service Provider to ensure that the Subcontractor shall be capable of executing the Subcontract Work efficiently and in accordance with the Scope of Work.

Employer:		Service Provider	
Witness:		Witness:	

PS 3.2.3 LAWS AND REGULATIONS

The Service Provider 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 Service Provider 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 Service Provider to determine the extent of resources the subcontractor shall supply to ensure that the works are completed on time. The agreement between the Service Provider and subcontractor is the Service Provider's responsibility and JW is indemnified from any agreements entered between Contractor and his Subcontractor (s)

PS 3.2.5 PAYMENT

The Service shall ensure that sub-contractor(s) are paid on the last day of each calendar month for invoices issued and received the same month failure which the Service Provider can be reported to the Employers' Supply Chain Department and may prejudice his future employment with Johannesburg Water.

Service Provider is drawn to clause 5.13.3 under section C1.2.1.1 of Contract Data for compliance

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 Service Provider 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 Service Provider and Sub-contractor should state dispute resolution procedure and address late payment issues should it arise.

Employer:		Service Provider	
Witness:		Witness:	

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)
- 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)

Employer:		Service Provider	
Witness:		Witness:	

- 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:

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

Employer:		Service Provider	
Witness:		Witness:	

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

PS4.1.4 Particular generic specifications

PS4.1.5 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:

PS4.1.5.1 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:		Service Provider	
Witness:		Witness:	

PS4.1.5.2 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 value, 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 Musk (Tripple 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.

PS4.1.6 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 Service Provider representative responsible for traffic control shall be made available to solve traffic problems at each job site location.

Employer:		Service Provider	
Witness:		Witness:	

PS4.1.7 Metric measurement

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

PS4.1.8 Site preparation

Prior to any Works commencement the Service Provider 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 Service Provider 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. Service Provider shall confine all activities to designated work areas, to the absolute minimum required.

PS4.1.9 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.

Employer:		Service Provider	
Witness:		Witness:	

PS4.1.10 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 Service Provider'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.

PS4.1.11 Cutting of pipes

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.

PS4.1.12 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.

PS4.1.13 Pipe joining

PS4.1.13.1 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.

Employer:		Service Provider	
Witness:		Witness:	

- 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.

PS4.1.13.2 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 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.

PS4.1.13.3 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

Employer:		Service Provider	
Witness:		Witness:	

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.
- 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 handheld extruder or EVA welding lance after pipe cutting.

Employer:		Service Provider	
Witness:		Witness:	

PS4.1.14 General product requirements

PS4.1.14.1 Local content

Preference shall be given to materials fully manufactured in South Africa with South African raw materials.

PS4.1.14.2 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 weeks' notice.

Circumstances may necessitate follow-up inspections.

PS4.1.14.3 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.

PS4.1.14.4 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.

PS4.1.14.5 Approved products

Only products that have been tested and which have been approved by the SANS shall qualify.

Employer:		Service Provider	
Witness:		Witness:	

PS4.1.14.6 Application rates

As specified by the manufacturer.

PS4.1.14.7 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.

PS4.1.15 Specific work-related instructions

PS4.1.15.1 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.

PS4.1.15.2 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.

PS4.1.15.3 Immediate danger

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.

Employer:		Service Provider	
Witness:		Witness:	

PS4.2 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 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.

Employer:		Service Provider	
Witness:		Witness:	

PS 4.3.3 Minimum wage for local labour

Service Provider to comply with the latest Government Gazzette: Basic Conditions of Employment Act 75 of 1997 from the Department of Labour.

PS 4.3.4 Training

The Service Provider 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.

PS4.3 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 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 Service Provider:

must make provision for the possible existence of numerous services within and in close proximity to the work areas;

Employer:		Service Provider	
Witness:		Witness:	

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.

PS4.4

Site establishment, facilities available and required

PS4.6.1

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.

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.

Employer:		Service Provider	
Witness:		Witness:	

- 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 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.

Employer:		Service Provider	
Witness:		Witness:	

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 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

Employer:		Service Provider	
Witness:		Witness:	

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.

PS4.5 Site usage

PS4.6.1 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.

PS4.6.2 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.

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

Employer:		Service Provider	
Witness:		Witness:	

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.

PS4.6.3 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.

PS4.6.4 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.

PS4.6 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 expires prior issuing of completion certificates, it will be the responsibility of the contractor to re-new.

Employer:		Service Provider	
Witness:		Witness:	

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.

PS4.7 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.

PS4.8 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.

PS4.9 Water, sanitation and electricity for construction purposes
PS4.9.1 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 water from fire hydrants, will result in the Contractor having to pay an account to the Employer, for an amount determined by the Employer

Employer:		Service Provider	
Witness:		Witness:	

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.

PS4.9.2 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.

PS4.9.3 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.

PS4.10 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.

Employer:		Service Provider	
Witness:		Witness:	

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:

- a) time frame;
- b) description of all equipment and tools to be used;
- c) list of personnel and their qualifications and experience (including back-up personnel in the event that an individual is unavailable);
- d) list of sub-contractors, schedule of work activity;
- e) safety plan (clearly highlighting any potentially hazardous substances to be used);
- f) traffic control plan (if applicable);
- g) an environmental protection plan; and
- h) 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:

- a) is well informed with regard to the Employer's overall maintenance programme and avail resources as required to efficiently complete this Contract; and
- b) 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.

Employer:		Service Provider	
Witness:		Witness:	

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.

Employer:		Service Provider	
Witness:		Witness:	

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 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
- Submission of Designs, Drawings and Contractual documentation
- Instruction to Commence with Works
- Local labour Recruitment and Inductions
- Exposing of Existing Services
- Procurement of Material
- SMME's Scope Identification

Employer:		Service Provider	
Witness:		Witness:	

- Advertising and Appointment of SMME's

B

Team 1 (Main Contractor)

- Setting out of the Units
- Excavation (Indicate Per Street)
- Backfill and Installation of the Unit
- Backfilling (Per Street)
- Practical Completion Date
- 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 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.

Employer:		Service Provider	
Witness:		Witness:	

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 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.

Employer:		Service Provider	
Witness:		Witness:	

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 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 2015 hereof shall be granted by the Employer calculated in accordance with the formula given below for each calendar month or part thereof.

Employer:		Service Provider	
Witness:		Witness:	

$$V = (Nw - Nn) + ((Rw - Rn)/X)$$

- V Extension of time in calendar days in respect of the calendar month under consideration.
- Nw Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded.
- Nn 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.
- Rw Actual rainfall in mm recorded for the calendar month under consideration.
- Rn Average rainfall in mm for the calendar month as derived from existing rainfall records.

For purposes of the contract Nn, Rn, 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 Nn and Rn.

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 (Nw-Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm. The factor (Rw-Rn)/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.

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

Employer:		Service Provider	
Witness:		Witness:	

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 Service Provider and Client shall follow the communication protocol through the Employer's Agent and Service Provider 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)

Employer:		Service Provider	
Witness:		Witness:	

- The Employer's Agent's Representative (GCC, Clause 1.1.1.17)
- The Contractor / Service Provider (GCC, Clause 1.1.1.9)
- The Contractor's / Service Provider's Construction Manager (GCC, Clause 4.12.2)
- Responsible person in terms of the OHAS Act (GCC, Clause 3.1.4)

The Service Provider 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 Service Provider 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 Service Provider's management staff attendance shall be compulsory.

The Service Provider 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 Service Provider 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 Service provider 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.

Employer:		Service Provider	
Witness:		Witness:	

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.

PS5.17 Payment certificates

Measurements will be done continuously between the Employer's Agents Representatives and the Service Provider on dates and times agreed on. Dates must be arranged by these parties. The progress of the following items will be recorded hereunder:

- The Service Provider 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:		Service Provider	
Witness:		Witness:	

FEATURES REQUIRING SPECIAL ATTENTION

PS5.18 Security

The Service Provider 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.

PS5.19 Operation of valves

Only employees of the Employer are permitted to operate primary and secondary water mains valves.

PS5.20 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.

PS5.21 Sanitary facilities

The Contractor is required to supply adequate sanitary facilities for employees, visitors, the Employer's Agent and Employer.

PS5.22 Community liaison and community relations

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).

Employer:		Service Provider	
Witness:		Witness:	

PS5.23 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.

PS5.24 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.

PS5.25 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.

PS5.26 Reinstatement of asphalt by JRA

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

Employer:		Service Provider	
Witness:		Witness:	

- 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.

PS5.27 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.

PS5.28 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.

PS5.29 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.

PS5.30 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.

Employer:		Service Provider	
Witness:		Witness:	

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, they do so at their own risk.

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:		Service Provider	
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 principle 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

Employer:		Service Provider	
Witness:		Witness:	

- Drivers – of vehicles
- Electrical installation – Maintenance of
- 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:		Service Provider	
Witness:		Witness:	

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.

Employer:		Service Provider	
Witness:		Witness:	

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.

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).

Employer:		Service Provider	
Witness:		Witness:	

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

Employer:		Service Provider	
Witness:		Witness:	

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 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:

Employer:		Service Provider	
Witness:		Witness:	

“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 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.

Employer:		Service Provider	
Witness:		Witness:	

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 2015 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.

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.

Employer:		Service Provider	
Witness:		Witness:	

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 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

Employer:		Service Provider	
Witness:		Witness:	

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:

Employer:		Service Provider	
Witness:		Witness:	

- (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."

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.1 MEASUREMENT

PSA 8.1.2 Preliminary and General Item or Section

PSA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

PSA 8.2 PAYMENT

PSA 8.2.1 Fixed-charge and Value-related Items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

PSA 8.2.1.1 Fixed-charge Items

Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Employer's Agent.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender."

PSA 8.2.1.2 Value-related Items

Payment for the sum tendered under item 8.3.2 will be made in three separate installments as follows:

Employer:		Service Provider	
Witness:		Witness:	

- (a) The first installment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second installment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second installment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of clause 6.11 of the Conditions of Contract 2010, and this adjustment will be applied to the third installment."

PSA 8.2.2 Time-related Items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of sub clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

PSA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED CHARGE

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 8.3

PSA 8.3.5 Additional Contractual Obligations

PSA 8.3.5.1 Notice and warning to consumers

.....Unit: Sum

The sum shall cover the full compensation and cost of supply and delivery of the notices and warnings to customers at least 3 days before a shutdown is to take place in each section of work.

Employer:		Service Provider	
Witness:		Witness:	

PSA 8.3.5.2 OHS Act Obligations

.....Unit: Sum

The sum shall cover the full compensation and fixed costs for the compliance with the Occupational Health and Safety Act, Construction Regulations 2003 and all the requirements stipulated in the Employer's Health and Safety Specifications."

PSA 8.3.5.3 EMP Obligations

.....Unit: Sum

The sum shall cover the full compensation and all fixed costs for compliance with the requirements of The Employer's Environmental Management Plan.

PSA 8.4 SCHEDULED TIME-RELATED ITEMS

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 8.4.

PSA 8.4.6 Additional Obligations

PSA 8.4.6.1 OHS Act Obligation

.....Unit: Sum

The sum shall cover the full compensation and all time related costs for the duration of the contract, for the compliance with the Occupational Health and Safety Act, Construction Regulations 2003 and all the requirements stipulated in the Employer's Health and Safety Specifications. The cost shall also include the salary for a full time OHS Officer on the project.

PSA 8.4.6.2 Security services costs

.....Unit: Month

The sum shall cover the full compensation and all costs for a sufficient 24 hour guarded services for the duration of the contract.

PSA 8.4.6.3 Community Liaison Officer

.....Unit: Sum

The stated sum shall cover full compensation and all costs payable on a monthly basis, to provide a full time qualified and suitable experienced Community Liaison Office for the duration of the contract. The stated sum shall also cover for the CLO cellphone airtime.

PSA 8.4.6.4 Implementation of the EMP

.....Unit: Sum

The sum shall cover the full compensation and all time related costs for the duration of the contract, for the compliance with the EMP.

Employer:		Service Provider	
Witness:		Witness:	

PSA 8.5 SUMS STATED PROVISIONALLY BY EMPLOYER'S AGENT

AMEND SUBCLAUSE 8.5.b)1 AND ADD THE FOLLOWING ITEMS:

- i) CLO and CSO..... Unit: Stated Sum
- ii) Training of Local Labour..... Unit: Stated Sum
- iii) Engineers Equipment and Independent Quality Assurance..... Unit: Stated Sum
- iv) Provision for appointing Independent Environmental Control Officer..... Unit: Stated Sum
- v) Survey..... Unit: Stated Sum

The Contractor is responsible for both the cost of normal testing as described in the Project Specifications and for the cost of any additional test that indicates that the Specifications have not been complied with.

PSA 8.7 DAYWORKS

ADD THE FOLLOWING NEW CLAUSES:

PSA 8.7.1 Scope

This section covers the method of measurement and payment for work carried out on a day work basis.

PSA 8.7.1.1 General Requirements

Work will be classified as day work only if the Employer's Agent considers no other rate in the Bill of Quantities appropriate for payment purposes.

An instruction regarding all work to be carried out under day work in terms of Clause 6.5 of the General Conditions of Contract 2010 will be issued at the discretion of the Employer's Agent. Some or all of the items priced under day work in the Bill of Quantities may possibly not be required for this Contract.

Before ordering any material, the Contractor shall submit quotations to the Employer's Agent for his approval and shall submit such receipts or vouchers to the Employer's Agent as may be necessary for proving the amount claimed.

PSA 8.7.1.2 Measurement and Payment - Day works

The day work rates submitted for vehicles and construction equipment, in the Bill of Quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (excluding VAT) and shall apply only to vehicles and construction equipment approved in writing by the Employer's Agent. The rate shall include for maintenance, fuels and oils and other operating costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment.

Employer:		Service Provider	
Witness:		Witness:	

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category.

The Contractor and the Employer's Agent will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Employer's Agent or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The ten percent allowed for overheads etc. as per Clause 6.5.1.2.3 of the General Conditions of Contract 2010 shall include full compensation for all administrative costs, supervision, overheads, liabilities and obligations related to the running of the vehicles, constructional plant and equipment. The tendered percentage shall also include for profit and shall be subject to the Contract Price Adjustment factor laid down in the Contract Data.

PSA 8.8 TEMPORARY WORKS

PSA 8.8.4 Existing Services

AMEND THE SUB CLAUSE AS FOLLOWS:

PSA8.8.4 a) Supply or hire of specialist equipmentUnit: Sum

The sum shall cover the cost for the supply, operation and/or hire of specialist equipment for detection of underground services as ordered by the Employer's Agent.

PSA 8.8.4 b) Excavate by hand in soft material to expose existing services.....Unit: m³

The rate shall cover the cost for removal of premix or other surfacing where necessary, excavating in all materials, shoring, backfilling, compaction and reinstatement of surfaces except for asphalt.

PSA 8.9 STANDING TIME.....Unit: hour

Rate to include all costs the Contractor incurs on an hourly basis (labour, plants, equipment, security, offices, supervisory staff and other time related costs). Standing time will be paid to the Contractor in a case where there are delays from the Employer in providing information or instruction and where the Contractor have no work to be undertaken during that period. The rate for standing time will be dayworks rate less 20%.

Employer:		Service Provider	
Witness:		Witness:	



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Scope of Works & Specifications



PSAB EMPLOYER'S AGENT'S OFFICE

PSAB 3 MATERIALS

PSAB 3.1 NAMEBOARDS

DELETE THE ENTIRE CLAUSE AND REPLACE WITH:

"The name board shall be of either tempered hardboard at least 12mm thick or steel sheeting so braced on the reverse side as to prevent warping or buckling and shall be mounted on two or more firmly planted poles as necessary. The quality of the paint shall conform to SANS Standard Specification CKS 193. The colour of the paint shall conform to SANS 1091-1975 colour F11, strong blue. The Employer's SOC Ltd logo shall be in colour. The height of the larger name board shall be 2400mm and the width 4800mm, whilst the height of the smaller name board shall be 800mm and the width 1600mm".

PSAB 3.2 OFFICE BUILDING(S)

Delete this sub-clause entirely and re-title the sub-clause "FACILITIES FOR THE EMPLOYER'S AGENT"

Add the following sub-clause.

PSAB 3.2.1 Office Building(s)

The Contractor shall provide, furnish and equip one or more offices (as scheduled) for the use of the Employer's Agent.

The Contractor shall provide and furnish one office for the use of the Employer's Agent. Each office shall consist of one room with a floor area of at least 15 m² and a ceiling height of at least 2.5 m.

Each office shall be weatherproof, shall be air conditioned, shall have a wooden boarded floor that is at least 150 mm above the ground, and shall be provided with a ceiling and a lining to the walls, or equivalent insulation, with an acceptable type of door with a secure lock, and two opening windows of glazed area at least 3 m². Each office shall be well ventilated and shall be so insulated as to provide comfortable working conditions.

Office building shall be painted with an approved paint after erection and the paintwork shall be maintained during the contract period.

Each door shall be provided with a lock and two keys.

The sitting of all offices shall be to the Employer's Agent's satisfaction and shall be decided upon in consultation with him/her and confirmed in writing before erection.

All accommodation shall include the provision of access roads where required, fresh clean portable water and sewerage, which will be considered

Employer:		Service Provider	
Witness:		Witness:	

as part and parcel of the accommodation provided and will not be paid for separately.

The site Office shall be fenced using diamond wire mesh right round with access gate.

All accommodation shall meet with the approval of the Employer's Agent.

The offices shall comply with the following requirements.

<u>Dimensions</u> <u>Office</u>	<u>Boardroom</u>	<u>Employer's Agent's</u>
Minimum floor area	28 m ²	15 m ²
Minimum window area	4.0 m ²	3.0 m ²
Minimum window area opening	2.4 m ²	1.5 m ²
Minimum clear height	2.5 m	2.5 m
Shaded parking for vehicles		2

Furniture and Equipment

Employer's Agent's office shall be equipped with the following:

- (i) Office desk with a surface area of at least 1.5m² with at least 3 drawers one of which can be locked.
- (ii) Two office chairs.
- (iii) a lockable upright steel cabinet with three shelves or a steel filing cabinet with four drawers
- (iv) Refrigerator
- (v) Printer
- (vi) Sufficient racks and hangers for hanging contract drawings. The hangers shall be of the "Barhold" type, with one hanger to five drawings.
- (vii) 1 x Double 80-watt fluorescent light fittings complete with ballast and tubes.

The Boardroom shall be equipped with the following:

- (i) Conference table large enough to accommodate twelve people and have an area of at least 15m².
- (ii) Fifteen office chairs

Employer:		Service Provider	
Witness:		Witness:	

- (iii) 2 x Double 80-watt fluorescent light fittings complete with ballast and tubes.

The Contractor shall also supply a toilet for the exclusive use of the Employer's Agent.

The Contractor must provide basic survey instruments: dumpy level, tripod stand and staff.

On completion of the Works, ownership of the buildings, furnishings and equipment shall revert to the Contractor who shall remove them from the Site.

PSAB 3.3 CARPORT

ADD THE FOLLOWING NEW CLAUSE:

The Contractor shall construct the number of carports specified in Portion A of the Project Specifications, for the sole use of the Employer's Agent and his staff. Each carport shall be constructed so that the vehicle parked under it is always protected against the direct rays of the sun. The carport area shall be at least 20 m² and the floor shall be covered with a layer of crushed stone to alleviate dusty and muddy conditions. The carport(s) shall be positioned so as to provide easy and convenient access to the Employer's Agent's office."

PSAB 4 PLANT

PSAB 4.1 TELEPHONE

REPLACE SUBCLAUSE 4.1 OF SANS 1200 AB WITH THE FOLLOWING:

"The Contractor shall at his own cost, arrange for the provision of a cellular phone (type a per Employer's Agent's instruction) and airtime and data bundles per month for the Employer's Agent's representative. The Contractor at the tendered rates under the relevant scheduled item shall recover the associated charges and telephone calls and data bundles associates with the contract.

PSAB 4.2 SURVEY EQUIPMENT

ADD THE FOLLOWING NEW CLAUSE:

The Contractor shall provide onsite and make available for the exclusive use of the Employer's Agent and his staff, the survey equipment listed in Portion A of the Project Specifications.

All survey equipment provided by the Contractor shall be in good condition, properly calibrated and fit for the purpose.

In addition to survey equipment provided by the Contractor for the exclusive use of the Employer's Agent and his staff, the Contractor shall make available for use by the Employer's Agent, the further survey equipment listed in

Employer:		Service Provider	
Witness:		Witness:	

Portion 1 of the Project Specifications, at all times when such is reasonably required by the Employer's Agent and his staff for the purposes of the Contract."

PSAB 4.3 COMPUTER FACILITIES

ADD THE FOLLOWING NEW CLAUSE:

The Contractor shall, for the duration of the Contract, provide the computer equipment complete with printer, modem and telephone connection including 3G connection together with the software specified hereunder, for the exclusive use of the Employer's Agent and his staff:

- a) 1 laptop
- b) 1 printer

The laptop shall comply with the following minimum specifications:
 Lenovo thinkpd T540P Intel Core i7-4700MQ, 8GB, 1TB, DVD+-RW DL, 15.6FHD (1920X1080), NVIDIA 1GB, 3
 WAR: 3 Year on-site Warranty upgrade
 Mem: Lenovo 8GB DDR3L 1600 (PC3-1280D) 50 DIMM Memory
 Dock: Thinkpad Pro Dock-65W-South Africa

Printers shall, unless otherwise approved by the Employer's Agent, be Samsung SCX-4600 Colour Laser Printer Series or equivalent compatible.

All computer hardware shall be provided complete with the requisite connecting cables and all interfacing devices and software necessary for its efficient operation as an integral system.

The following software shall be properly installed on the computer, and the original license agreements and disks shall be provided to the Employer's Agent for safekeeping:

- Latest Microsoft Windows
- Latest MS-Office
- Latest MS Projects

All computer equipment provided shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent's staff.

The Contractor shall further provide at his own cost, all paper and black ink cartridges and other consumables reasonably required by the Employer's Agent."

PSAB 5 CONSTRUCTION

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 5 OF SANS 1200 AB:

Employer:		Service Provider	
Witness:		Witness:	

PSAB 5.6 SURVEY EQUIPMENT

All survey equipment provided by the Contractor shall be kept fully serviceable at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Employer's Agent's staff.

Where required by the Employer's Agent, the Contractor shall, at his own cost, promptly arrange for the recalibration of survey equipment provided."

Employer:		Service Provider	
Witness:		Witness:	

PSC SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 DISPOSAL OF MATERIALS

ADD THE FOLLOWING:

“The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance.”

PSC 5 CONSTRUCTION

PSC 5.1 AREAS TO BE CLEARED AND GRUBBED

ADD THE FOLLOWING:

“Small diameter pipeline routes shall be cleared to a distance of 1,0m on both sides of the pipeline centre line and large diameter pipeline routes shall be cleared to a distance of 2,0m on both sides of the pipeline centre line. Route pegs or markers shall not be destroyed or damaged during clearing operations.”

PSC 5.2 CUTTING OF TREES

PSC 5.2.3 Preservation of trees

PSC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

“An amount of R 1000.00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily.”

PSC 8 MEASUREMENT AND PAYMENT

PSC 8.2 PAYMENT

PSC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

“The area designated by the Employer’s Agent to be cleared and grubbed will be measured in square metre to the nearest square metre or,” otherwise specified.

PSC 8.2.5 Take down existing fences

REPLACE ITEM 8.2.5 WITH THE FOLLOWING:

PSC 8.2.5 Take down existing fences:

Employer:		Service Provider	
Witness:		Witness:	

- (a) Description of fence
Unit: m or km
- (b) Etc for other items

The unit of measurement shall be the metre or kilometer of fence taken down and removed from the site.

The rate shall cover the cost of taking down the complete fence (fence height up to 2m) as scheduled and removing all fence material from the site, filling of holes, leveling ground surfaces and cleaning the site as well as providing temporary fence during construction.”

PSC 8.2.8 Demolish and remove structures/buildings and dismantle steelwork, etc.

REPLACE “Unit: sum” *WITH* “Unit: sum or number of m²”.

REPLACE THE LAST SENTENCE WITH:

“The rate shall cover the cost of all such separate items as scheduled in the Schedule of Quantities.”

ADD THE FOLLOWING ITEMS:

PSC 8.2.11a Temporary fencing or hoarding:

- (a) Indicate temporary usage, description and type Unit:
m
- (b) Etc for other usage and types.

The unit of measurement shall be the linear metre of fence or hoarding supplied and erected, and in the case of temporary fencing for maintaining and removing on completion of the works or part of the works.

The tendered rate shall include full compensation for the cost of supplying and erecting the complete fence as specified or scheduled and in the case of temporary fencing for taking down the fences, removing from the site, filling of holes, leveling ground surfaces and cleaning the site.

Seventy per cent (70%) of the tendered rate shall be payable on completion and approval of the temporary fences, and the remaining thirty per cent (30%) on completion of the removal of the fences.

PSC 8.2.11b Removal of man-made surfaces

The rate shall cover all plant, labour, material, saw cutting (asphalt and concrete), breaking up, lifting, loading, transportation, off-loading surfacing and storing (where applicable).

Unit: m²

Roadways, Asphalt and other layers

i) Asphalt ($\leq 50\text{mm}$ thick) and including base, sub-base and subgrades layers up to 800mm deep.

Employer:		Service Provider	
Witness:		Witness:	

- ii) Asphalt ($> 50 \leq 100\text{mm}$ thick) and including base, sub-base and subgrades layers up to 800mm deep.
 - a) Footways and driveways
 - Asphalt $\leq 50\text{mm}$ thickness
 - Asphalt $> 50 \leq 100\text{mm}$ thickness
 - Interlocking concrete segmental paving blocks (all colours)
 - Concrete slabs (450 x 450mm)
 - Brick paving
 - Unreinforced concrete $\leq 75\text{mm}$ thick
 - Reinforced concrete $\leq 75\text{mm}$ thick
 - Grassing
 - Kerbing (all types of kerbing)
- (Unit: m)

PSC 8.2.12 Backfilling and reinstatement of man-made surfaces

The rate shall cover the cost of all associated plant, labour, material, loading, transportation from storage, off-loading and placing (levelling and compacting where applicable) the following materials in roadways, footways and driveways in accordance with the COP:

PSC 8.2.12.2 Backfilling and reinstatement

- a) Using removed materials:
 - i) Interlocking concrete segmental paving blocks (all colours)
 - ii) Concrete slabs (450 x 450mm)
 - iii) Brick paving
 - iv) Grassing
 - v) Kerbing.....

..... Unit:m
- b) Using new supplied materials:
 - i) 30mm Bitumen hot –mix: Fine
 - ii) Interlocking concrete segmental paving blocks, including a 20mm river sand bedding layer, jointing sand (plaster sand) and mortar infill between edge restraint and blocks
 - 1) Grey blocks
 - 2) Coloured blocks
 - iii) Concrete slabs (450 x 450mm) including a 20mm river sand bedding layer, jointing mortar.
 - iv) Brick paving including a 20mm river sand bedding layer, jointing sand (plaster sand) and mortar infill between edge restraint and bricks.
 - v) Unreinforced concrete $\leq 75\text{mm}$ thick (15MPa)
 - vi) Reinforced (395 mesh) concrete $\leq 75\text{mm}$ thick (15MPa)
 - vii) Grassing
 - viii) Concrete channeling, including formwork, leveling and compacting 300 x 125mm cast in situ concrete of 15MPa.
 - ix) Kerbing, including a 50mm bedding (cement and river sand), jointing mortar and 15MPa concrete haunching at all joints.

Employer:		Service Provider	
Witness:		Witness:	

(Unit:m)

- 1) Figure 1
- 2) Figure 7
- 3) Figure 8
- 4) Figure 12

PSC 8.2.13 Reinstatement of existing masonry walls and steel palisade fences

The rate shall cover the cost of reinstating existing masonry walls, plastered or unplastered, and steel palisade fences (including any gates) including plant, labour, material, on-loading, transporting, off-loading and cleaning for the following:

Unit: m²

- a) Face brick
 - i) 110mm wall
 - ii) 220mm wall
 - iii) 330mm wall
- b) Plastered
 - i) 110mm wall
 - ii) 220mm wall
 - iii) 330mm wall
- c) Steel palisade fences (height = 2.1m)

Employer:		Service Provider	
Witness:		Witness:	

PSD EARTHWORKS

PSD 2 INTERPRETATIONS

PSD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

“PSD 2.1.2: Any of the other SANS 1200 Specifications may form part of the Contract Documents.”

PSD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR “Borrow” WITH THE FOLLOWING:

“**Borrow material:** Material, other than material obtained from excavations required for the Works, obtained from sources such as borrow pits or the authorised widening of excavations. “Borrow” shall have a corresponding meaning.”

REPLACE THE DEFINITION FOR “Specified density” WITH THE FOLLOWING:

“**Specified density:** The specified dry density expressed as a percentage of modified AASHTO dry density.”

REPLACE THE DEFINITION FOR “Stockpile” WITH THE FOLLOWING:

“**Stockpile (verb):** The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose.”

ADD THE FOLLOWING DEFINITIONS:

“**Commercial source:** A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor.

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace.

Roadbed: The natural in situ material on which the fill, or in the absence of fill, the pavement layers, are constructed.”

PSD 3 MATERIALS

PSD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

Employer:		Service Provider	
Witness:		Witness:	

PSD 3.1.1 Method of classifying

ADD THE FOLLOWING:

“The classification of material other than ‘soft excavation’ shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Employer’s Agent if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Employer’s Agent in good time shall entitle the Employer’s Agent to reclassify, at his discretion, such excavated material.”

ADD THE FOLLOWING NEW SUB CLAUSES:

PSD 3.1.3 **CLASSIFICATION FOR HAND EXCAVATION**

Classification of material for various types of hand excavation will be based on the results of a dynamic cone penetrometer. The category of material shall be determined by testing the material at regular intervals and at various depths along the centre line of the trench. A minimum of 5 tests shall be done at each location and the average number of blows of the tests shall be used to determine the category of material.

The interval between test locations shall be determined by the variation of material type but shall not exceed 50m. The depth of testing shall be determined by the variation of material type and can increase or decrease in hardness with increasing depth of excavation. Table PSD 3.1.3 indicates the categories:

TABLE PSD 3.1.3: Classification for Hand Excavation

Category of Material	Consistency		DCP Blows to Penetrate 100mm	
	Granular	Cohesive	Granular	Cohesive
<u>Soft</u> Soft excavation shall be excavation in material that can be efficiently removed from the trench using a pick and shovel but not requiring prior breaking using mechanical equipment such as pavement breakers	Up to medium dense	Firm to stiff	0-6	1-5
<u>Intermediate</u>				

Employer:		Service Provider	
Witness:		Witness:	

Intermediate excavation shall be excavation in material that require loosening with a hand spike (gwala) before being removed from the trench	Dense	Stiff to very stiff	7-15	6-8
<u>Hard</u> Hard excavation shall be excavation in material that requires prior breaking using mechanical equipment, such as pavement breakers with clay spades, before being removed from the trench.	Very dense		16-50	-15
<u>Rock</u> Rock excavation shall be excavation in material other than described above which by nature of the material requires prior breaking using mechanical equipment, such as pavement breakers with moil points, before being removed from the trench	-	-	>50	>15

PSD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- The material shall not contain an excessive number of stones retained on a 50 mm sieve.
- The material shall not contain large clay lumps that do not break up under the action of the compaction equipment.
- The liquid limit of the material shall not exceed 40, neither shall the Pi exceed 18.”

PSD 3.3 **SELECTION**

ADD THE FOLLOWING SUBCLAUSE:

Employer:		Service Provider	
Witness:		Witness:	

PSD 3.3.3 Selection in borrow pits and excavations

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

PSD 5 CONSTRUCTION

PSD 5.1 PRECAUTIONS

PSD 5.1.1 Safety

PSD 5.1.1.1 Barricading and lighting

REPLACE "Machinery and Occupational Safety Act, 1983 (Act 6 of 1983)" *WITH* "Occupational Health and Safety Act, 1993 (Act 85 of 1993)."

REPLACE SUB-PARAGRAPH (a) AND (b) WITH THE FOLLOWING AND ADD SUB-PARAGRAPH c):

- a) 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
- b) provided with notice boards marked "CLOSED – GESLUIT" at each end of closed or partially closed roads; and
- c) provided with flashing orange lights, placed at 15m intervals along the barricading at night.

ADD THE FOLLOWING TO THIS SUBCLAUSE:

Should the Contractor fail to provide adequate lighting, signing and barricading, access to properties, or leave the site in a dangerous condition, the Employer's Agent shall be entitled to suspend all work under the Contractor until in the Employer's Agent's opinion the Contractor's obligation in these respects have been fulfilled and/or arrange for any emergency work to be carried out by some other agency and to deduct the cost of this work from any monies due to the Contractor.

PSD 5.1.1.2 Safeguarding of excavations

REPLACE "Machinery and Occupational Safety Act" *IN SUB-PARAGRAPH (a) WITH* "Occupational Health and Safety Act, 1993 (Act 85 of 1993)."

Employer:		Service Provider	
Witness:		Witness:	

ADD THE FOLLOWING TO SUB PARAGRAPH (d):

Loose ground, materials, tools and appliances shall be kept clear of the edge of the excavations and a pathway at least 0,30 m shall be left clear along the edge of the excavation.

PSD 5.1.1.3 Explosives

REPLACE THE CONTENTS OF THIS SUBCLAUSE AS FOLLOWS:

Where blasting is resorted to, it shall be carried out strictly according to Explosives Act and Regulations 1956 (Act No. 26 of 1956, as amended). However, in no case will blasting be allowed if a reasonable possibility exists of injury to any foundation, wall, pipe, cable or any structure, complete or partly complete. Where the Employer's Agent considers blasting to be dangerous, the same shall not be permitted and his decision shall be final and binding.

Wherever blasting is permitted and resorted to in the vicinity or within the limits of existing townships, roads, etc., it shall only be executed under the cover of sufficient earth backfill, heavy wire mesh screens or rubber matting of adequate weight and area to prevent the blasted material from being ejected from the trench. If any damage should occur, the Contractor shall carry out remedial work arising from such damage and will be held to have allowed therefore in his price.

The Contractor shall undertake such blasting so that the Peak Particle Velocity (PPV) as measured at the closest point to the existing outfall sewer and or building structure shall not exceed 25mm/s. Each blast shall be monitored and the findings recorded by an appropriately qualified explosives expert using a suitably calibrated apparatus. The Contractor shall also timeously inform the relevant inspectorate and obtain the required blasting permit from the South African Police Services, Division of Explosives before proceeding with any blasting on site. If in the opinion of the Employer's Agent, the Contractor makes careless use of explosives, he may forbid the Contractor the use of explosives.

It is a condition that should blasting result in the disturbing of material outside the trench, the Employer's Agent will require the Contractor to remove the disturbed material and backfill it to a compaction standard of the natural in-situ material. All this work for correcting areas of disturbed material will be done at the Contractor's cost.

The schedule rate for hard rock excavation shall cover all costs incurred in connection with supply, transportation, storage and handling of explosives, the related blasting costs and any remedial work should this be required.

Employer:		Service Provider	
Witness:		Witness:	

PSD 5.1.1.4 Hard rock excavation without using explosives

ADD THE FOLLOWING TO THIS CLAUSE:

It is a condition that should blasting result in the disturbing of structures outside the trench, the Employer's Agent will require the Contractor to remove the rock material by means of pneumatic or hydraulic breakers, e.g. jack-hammers or wood-peckers.

The schedule rate for hard rock excavation without using explosives shall cover all costs incurred in connection with supply of specialist equipment, the transportation to and from the site as well as the removal and disposal of the hard material should this be required.

PSD 5.1.2 Existing services

PSD 5.1.2.2 Detection, location and exposure

REPLACE THE CONTENTS OF SUBCLAUSE 5.1.2.2 WITH THE FOLLOWING:

"The exposure by the Contractor of underground services, as required in terms of subclause 5.4 of SANS 1200 A (as amended) shall be carried out by careful hand excavation at such positions and to such dimensions as are agreed to by the Employer's Agent.

Unless otherwise instructed or agreed by the Employer's Agent, no service shall be left exposed after its exact position has been determined and all excavations carried out for the purposes of exposing underground services shall be promptly backfilled and compacted to the following densities:

- (a) In roadways: 93% Mod AASHTO density; and
- (b) In all other areas: 90% Mod AASHTO density.

Where hand excavations to expose underground services have to be carried out in roadways, the Contractor shall reinstate the road layerworks in accordance with the provisions of subclause 5.9 of SANS 1200 DB.

Payment in respect of exposing the services by means of hand excavation as described above, will be made in accordance with subclause PSA 8.8.4

Payment in respect of reinstating layerworks in roadways will be made in accordance with subclause 8.3.6.1 of SANS 1200 DB."

PSD 5.1.2.3 Protection of cables

REPLACE SUBCLAUSE 5.1.2.3 WITH THE FOLLOWING:

PSD 5.1.2.3 Protection during construction

Further to the requirements of subclause 5.4.2 of SANS 1200 A (as amended), major excavating equipment and other plant shall not be operated

Employer:		Service Provider	
Witness:		Witness:	

dangerously close to known services. Where necessary, excavation in close proximity to known services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Should any service not being a known service be discovered or encountered during the course of the Contract, the Contractor shall, in addition to complying with the requirements of subclause 5.4.2 of SANS 1200 A (as amended), immediately notify the Employer's Agent thereof and implement such measures as will prevent damage of such service or, if it was damaged in the course of discovery, will prevent and minimize the occurrence of any further damage occurring."

PSD 5.1.2.4 Negligence

a) *DELETE SUB-CLAUSE 5.1.2.4*

PSD 5.1.3 Stormwater and Groundwater

ADD THE FOLLOWING TO THE SUB-CLAUSE:

"The Contractor shall, where applicable and at the earliest practicable opportunity, install the permanent drainage specified or shown on the drawings and shall at his own cost provide the temporary drainage required to protect the Works."

PSD 5.1.4 Nuisance

PSD 5.1.4.3 Excavated material not to endanger or interfere

AMEND THE CLAUSE AS FOLLOWS:

"A safe, clear path shall be kept open at all times for pedestrians. Equipment, materials and waste shall be stored, stockpiled or removed in such a manner that pedestrians are not endangered and that the nuisance level is kept to a minimum. If construction activities occupy the whole footway and verge area so that pedestrians are forced to walk in the traffic lane, adequate protection from traffic shall be provided.

Where instructed by the Employer's Agent or where the Works impose a danger to traffic or pedestrians, the Contractor shall at his own cost remove off Site excavated material to temporary stockpiles (approved by the Employer's Agent) and the return to Site, excavated material for use as backfill or bedding."

ADD THE FOLLOWING NEW SUBCLAUSE:

PSD 5.1.4.4 Open Trenches

Employer:		Service Provider	
Witness:		Witness:	

Unless otherwise permitted and where relevant, not more than the 100 m of trench in one place shall be opened ahead of the completed and backfilled pipeline.”

PSD 5.1.5 Reinstatement and Maintenance of Roads

ADD THE FOLLOWING TO THE SUB-CLAUSE:

“Where crossings have been made, the roads shall be reinstated in accordance with the details specified in subclause 5.9 of SANS 1200 DB.”

PSD 5.1.6 Road Traffic Control

DELETE THE SECOND SENTENCE OF SUBCLAUSE 5.1.6

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.2 Excavation

PSD 5.2.2.1 Excavation for general earthworks and for structures

ADD THE FOLLOWING TO PARAGRAPH (b):

“When the nature of the material precludes the above procedure, additional excavations shall be carried out to provide working space for the erection of formwork. The rate tendered for item 8.3.5 will be deemed to include the cost of a working width of 600 mm, but the Contractor may excavate a greater working width at no additional cost to the Employer.”

REPLACE THE CONTENT OF PARAGRAPH (e) WITH THE FOLLOWING:

“Where excavations have been carried below the authorised levels, the Contractor shall backfill such excavations to the correct level with approved gravel compacted to 90% of modified AASHTO density or to the density of the surrounding material.

Where excavations have been carried out in hard material, the Employer’s Agent may direct the over-excavation to be backfilled with weak concrete if there is a danger of settlement or differential settlement of the foundations.

Where the sides of excavations against which concrete is to be cast have been over-excavated or have collapsed partially, the Contractor shall retrim the excavations if necessary and, unless other remedial measures are agreed to by the Employer’s Agent, shall cast the concrete for the structure, including the additional concrete that may be required as a result of the over-excavation or partial collapse. The cost of the additional concrete or remedial measures shall be for the Contractor’s account.”

PSD 5.2.2.3 Disposal

REPLACE THE SECOND SENTENCE WITH THE FOLLOWING:

Employer:		Service Provider	
Witness:		Witness:	

“The Contractor shall provide all necessary spoil sites for the spoiling of all surplus and unsuitable materials and shall make the necessary arrangements with the owner of the site where the material is disposed of, and pay all charges and levies as may be applicable for the use of such spoil sites.

Every spoil site provided by the Contractor shall be approved by the local authority in whose area it is located, and the spoiling shall comply with the applicable statutory and municipal regulations as well as the requirements of the owner of the spoil site.

Payment to the Contractor in respect of locating and making arrangements for suitable spoil sites and spoiling material at such sites will be made in accordance with the provisions of subclause PSD 8.3.14.”

ADD THE FOLLOWING SUBCLAUSE IN SUBCLAUSE 5.2.2:

PSD 5.2.2.4 Selection and stockpiling

Approval or designation of the material in a particular borrow pit or excavation for a particular purpose does not imply that all the material in the borrow pit or excavation is suitable for the particular purpose to which the said approval or designation relates, nor that all material in the borrow pit or source should be used for the particular purpose. The Contractor shall select suitable material from that borrow pit or source, discard unsuitable material and reserve material for other purposes as necessary.

The Contractor shall organize and carry out his operations in such a manner as will prevent the contamination of suitable embankment and backfill material with unsuitable materials. Any excavated material which becomes, in the Employer’s Agent’s opinion, unsuitable for use in embankments or backfill as a result of contamination, shall be disposed of in a manner acceptable to the Employer’s Agent and shall be replaced by the Contractor with materials acceptable to the Employer’s Agent, all at the Contractor’s cost.”

PSD 5.2.5 Transport for earthworks

REPLACE THE CONTENT OF SUBCLAUSE WITH THE FOLLOWING:

“The transport of all excavated materials, irrespective of the distance and source, shall be deemed to be free-haul, the cost of which is included in the Contractor’s tendered rates and prices for the excavation of the materials. No separate compensation shall apply for the transportation of excavated materials.”

Employer:		Service Provider	
Witness:		Witness:	

PSD 7 TESTING

PSD 7.2 TAKING AND TESTING OF SAMPLES

REPLACE THE CONTENT OF THIS SUBCLAUSE WITH THE FOLLOWING:

“The Contractor shall arrange with the approved independent laboratory by the Contractor to carry out sufficient tests on a regular basis as agreed between him and the Employer’s Agent to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Employer’s Agent in a form approved by him.

The compaction requirements for fills shall be deemed complied with when at least 75% of the dry-density tests on any lot show values equal to or above the specified density and when no single value is more than five percentage points below the specified value.”

Employer:		Service Provider	
Witness:		Witness:	

PSD 8 MEASUREMENT AND PAYMENT

PSD 8.3 SCHEDULED ITEMS

PSD 8.3.1 Site preparation

REPLACE SUBCLAUSES 8.3.1.1 AND 8.3.1.2 WITH THE FOLLOWING:

“Where site preparation such as clearing, grubbing, the removal of large trees or the removal and stockpiling of topsoil is required, the provisions and scheduled items of SANS 1200 C shall apply.”

PSDB EARTHWORKS (PIPE TRENCHES)

PSDB 3 PSLB BEDDING (PIPES)

PSLB 3 MATERIALS

PSLB 3.1 SELECTED GRANULAR MATERIAL

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

“Selected granular material shall have a PI not exceeding 10 and shall be free from sharp-ended particles or particles exceeding 19 mm in size.”

“Selected fill material shall have a PI not exceeding 15 and shall be free from sharp-ended particles or particles exceeding 19 mm in size.”

PSLB 3.3 BEDDING

ADD THE FOLLOWING:

“uPVC and HDPE pipes are deemed to be flexible pipes for the purposes of this subclause.”

PSLB 3.4 SELECTION

PSLB 3.4.1 Suitable material available from trench excavation

REPLACE THE WORDS “(but is not required)” IN THE FIFTH LINE WITH THE WORDS “(at his own cost)”.

PSLB 7 TESTING

PSLB 7.1 DENSITY

REPLACE THE SECOND SENTENCE IN THE FIRST PARAGRAPH WITH “The test will be carried out using the Troxler method.”

ADD THE FOLLOWING SUB-CLAUSE

Employer:		Service Provider	
Witness:		Witness:	

PSLB 7.1.1 Submission of bedding compaction test results

The Contractor will be required to submit to the Employer's Agent four (4) compaction test results of bedding for every 60metres or between manhole to manhole. Bedding will be compacted to 90% MOD AASTHO density. The compaction tests to be performed by the Troxler method.

PSLB 8 MEASUREMENT AND PAYMENT

PSLB 8.1 PRINCIPLES

ADD THE FOLLOWING TO THIS SUB-CLAUSE

PSLB 8.1.3 Volume of bedding materials

The volume of bedding material shall be measured net i.e. the volume of the pipe is to be deducted.

PSLB 8.1.5 Disposal of displaced material

DELETE THIS SUB-CLAUSE AND REFER TO CLAUSE PSDB 5.6.3:

PSLB 8.1.6 Free-haul

DELETE THE WORDS "of 0,5 km" IN THE FIRST LINE OF THIS SUBCLAUSE.

PSLB 8.2 SCHEDULED ITEMS

PSLB 8.2.1 Provision of bedding from trench excavations

DELETE THIS SUB-CLAUSE AND REPLACE WITH THE FOLLOWING:

Without the need for screening or other treatments:

a) Selected granular
material.....Unit: m3

b) Selected fill
material.....Unit: m3

The rates shall cover the cost of acquiring, from any point along the trench excavation as be Selected by the Employer's Agent within 5,0 km, bedding that complies with the relevant requirements of the specification, of delivering it to points alongside the trench spaced to suit the Contractor's methods of working, and of disposing of displaced material within a free haul distance 5,0 km.

Including for screening and/or other treatment:

a) Selected granular
material.....Unit: m3

Employer:		Service Provider	
Witness:		Witness:	

b) Selected fill material.....Unit: m3

The rates shall cover the cost of screening by means of mesh sieves or otherwise treating excavated material, at any point along the trench excavation as may be selected by the Employer's Agent, in order to produce bedding that complies with the relevant specification, delivering it to points along the trench, within 5,0 km, spaced to suit the Contractor's methods of working, of making good any backfill deficiency there may be from points where screened backfill material has been acquired, and of disposing of displace material within a free haul distance of 5,0 km.

PSLB 8.2.2 Supply only of bedding by importation

PSLB 8.2.2.3 From commercial sources (Provisional)

ADD THE FOLLOWING SUB-SUBITEM TO THIS CLAUSE:

“(c) Special bedding material

1) Description of material..... Unit:
m³ or m²

2) Etc for other items

The unit of measurement shall be the square metre or cubic metre of material as specified.

The rate shall cover the cost as specified for (a) and (b).” The rate shall include the cost of acquiring from commercial sources, transporting regardless of distance, off loading and placing in the trench bottom clean where ordered by the Employer's Agent.

ADD THE FOLLOWING SUB-SUBCLAUSE:

PSLB 8.2.6 Compaction Test

Compaction testing using the troxler method.....Unit: No

Employer:		Service Provider	
Witness:		Witness:	

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

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Site information

Johannesburg Water SOC Ltd



VOLUME 1

PART 4: SITE INFORMATION



Employer:		Contractor	
Witness:		Witness:	

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

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Site information

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Employer:		Service Provider:	
Witness:		Witness:	

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

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Site information

C4 SITE INFORMATION

C4.1 GENERAL

This is an As and when contract whereby site conditions are not known at time of pricing.

This section describes the site at the time of tender to enable the tenderer to price his tender.

C4.2 SITE LOCATION

The sites are situated within the Johannesburg City area. This is an as and when panel, the specific site location will be determined for each and every allocation

Employer:		Service Provider:	
Witness:		Witness:	

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

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Site information

C4.3 ACCESS TO SITE AND RESTRICTIONS

All the works are located within the road reserves and therefore permission from JRA to excavate the works is required as part of this Contract. Any other permission as may become necessary shall be the responsibility of the Contractor to obtain.

Having been granted access to works areas by the Employer, 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.

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).

Employer:		Service Provider:	
Witness:		Witness:	

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

Panel of Service Providers for the Design, Construction, Operation and Maintenance of Alternative Non-Sewered Basic Sanitation Technology Services for Individual Households in the Informal Settlements Within the City of Johannesburg on An as And When Required Basis for The Period of Three Years

Site information

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

Since no geotechnical investigation has been done, the ground and subsoil conditions may vary substantially.

Geotechnical Report and Borehole Cores - There are no geotechnical reports available.

Employer:		Service Provider:	
Witness:		Witness:	

ANOTHER JOHANNESBURG WATER SERVICE DELIVERY PROJECT HELPDESK (011)375-5555



A world class African City



PROJECT DETAILS:

CONTRACT NO.: JW.....

DESCRIPTION:-

FONT : 70mm

FONT : 60mm
SPACING : 60mm

CONSULTANT:

JOHANNESBURG WATER

DESIGN SECTION

TEL: 011 688 1400

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SPACING : 50mm

CONTRACTOR:

.....

TEL.....

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SPACING : 50mm

CLIENT

JOHANNESBURG WATER-

INVESTMENT DELIVERY

TEL: 011 688 1400

FONT : 70mm

FONT : 50mm
SPACING : 50mm

CONSULTING ENGINEERS
CAPEX DESIGN SECTION
SWISS HOUSE
7TH FLOOR

DESIGNED	B.MPHUMALO	MAY 2017
DRAWN	B.MPHUMALO	MAY 2017
CHECKED	J. DIBO	DATE: 19/7/17
	SIGNATURE: <i>[Signature]</i>	
	ECSA REG. NO: 201370044	
APPROVED BY:	T.MPANGAUTA	DATE:
	SIGNATURE: <i>[Signature]</i>	
	ECSA REG. NO: 201170150	



17 HARRISON STREET
MARSHALLTOWN
2107

TEL: (011) 688-1400
FAX: (011) 688-1529



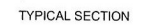
STANDARD DETAIL
NAMEBOARD

AMENDMENTS				
SCALE	REV.	DESCRIPTION	APPROVED	DATE


DRAWING No. JW100-DET04-S01

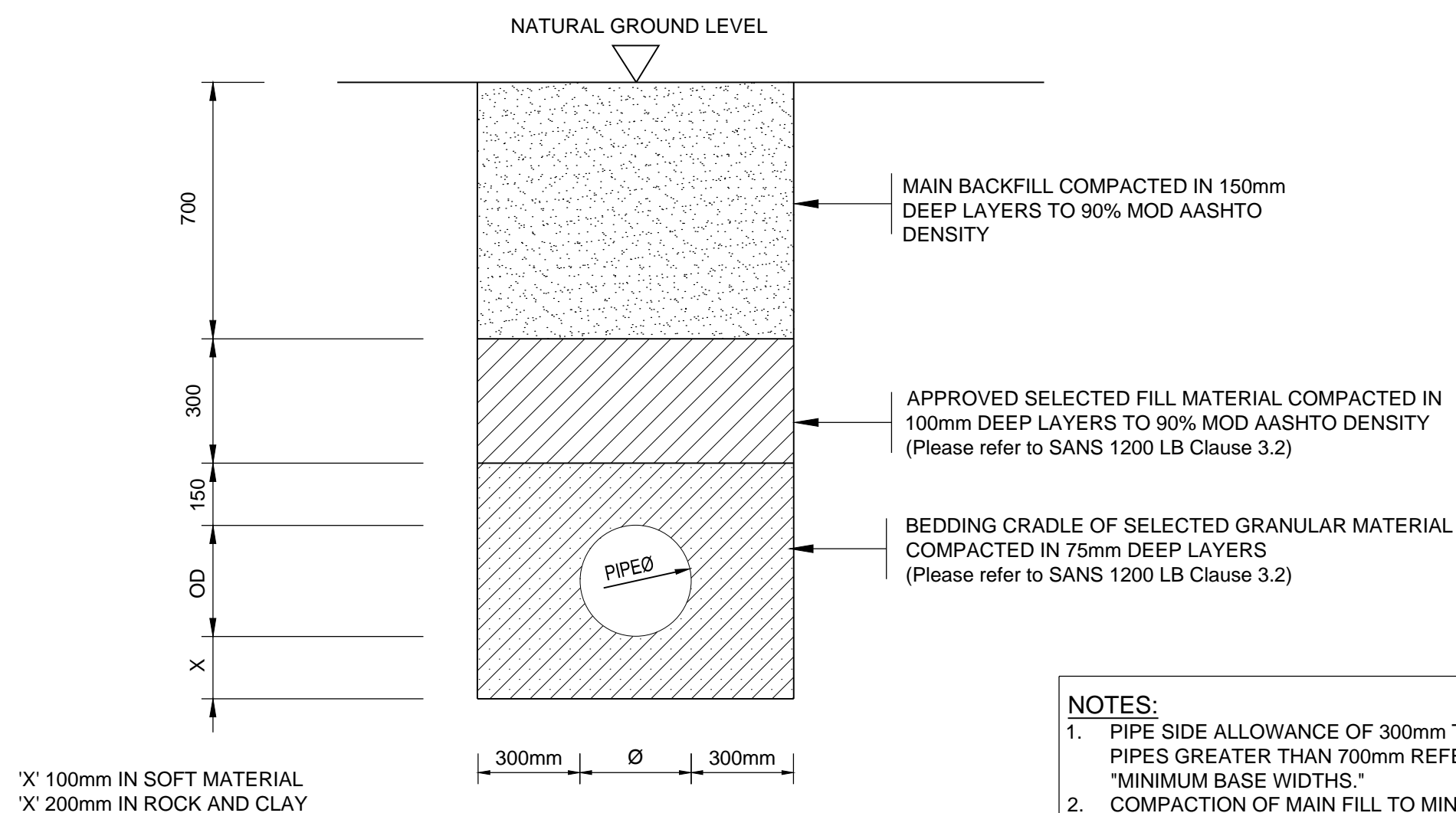
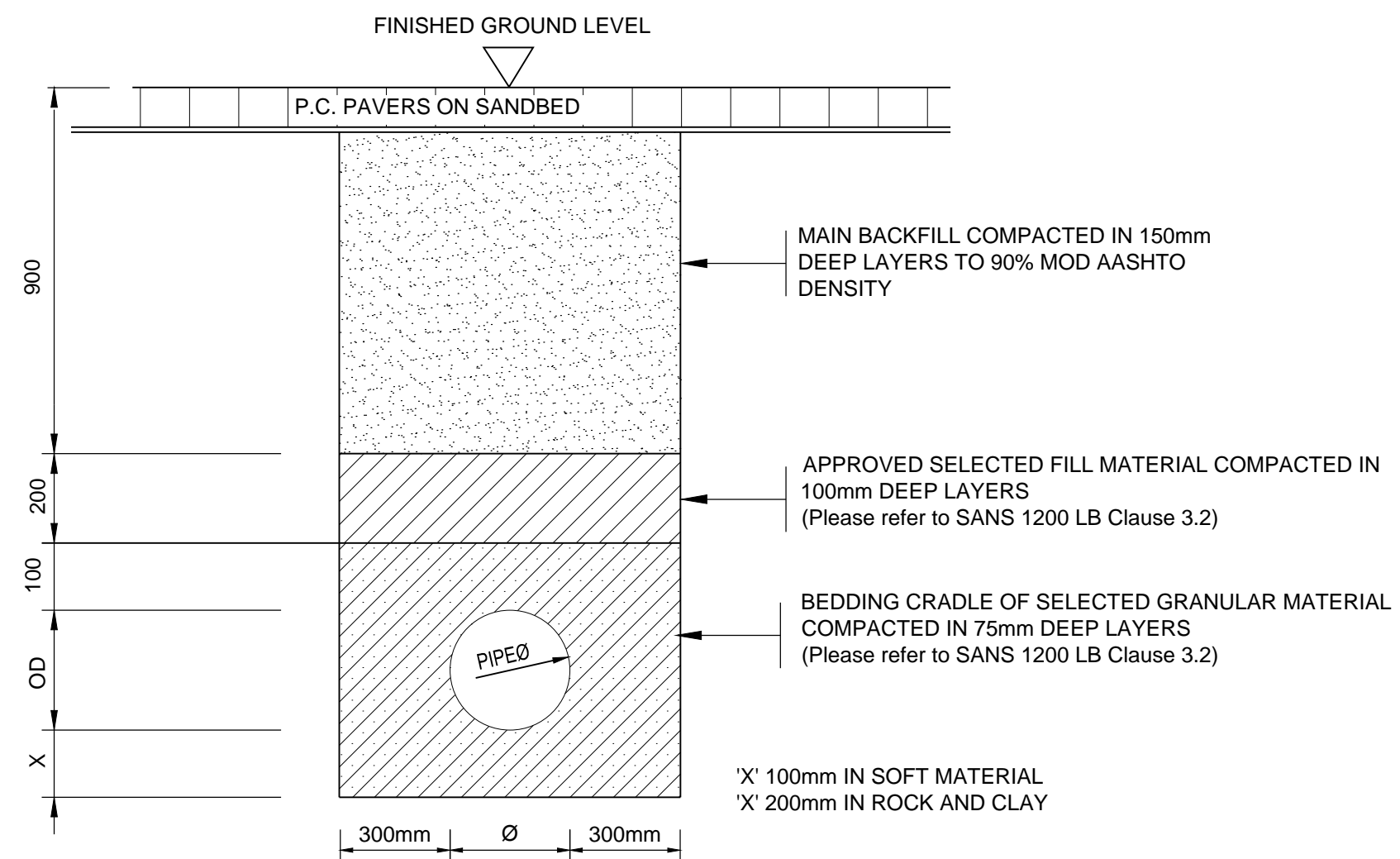
PROJECT NO:	REV:
A3	SHEET
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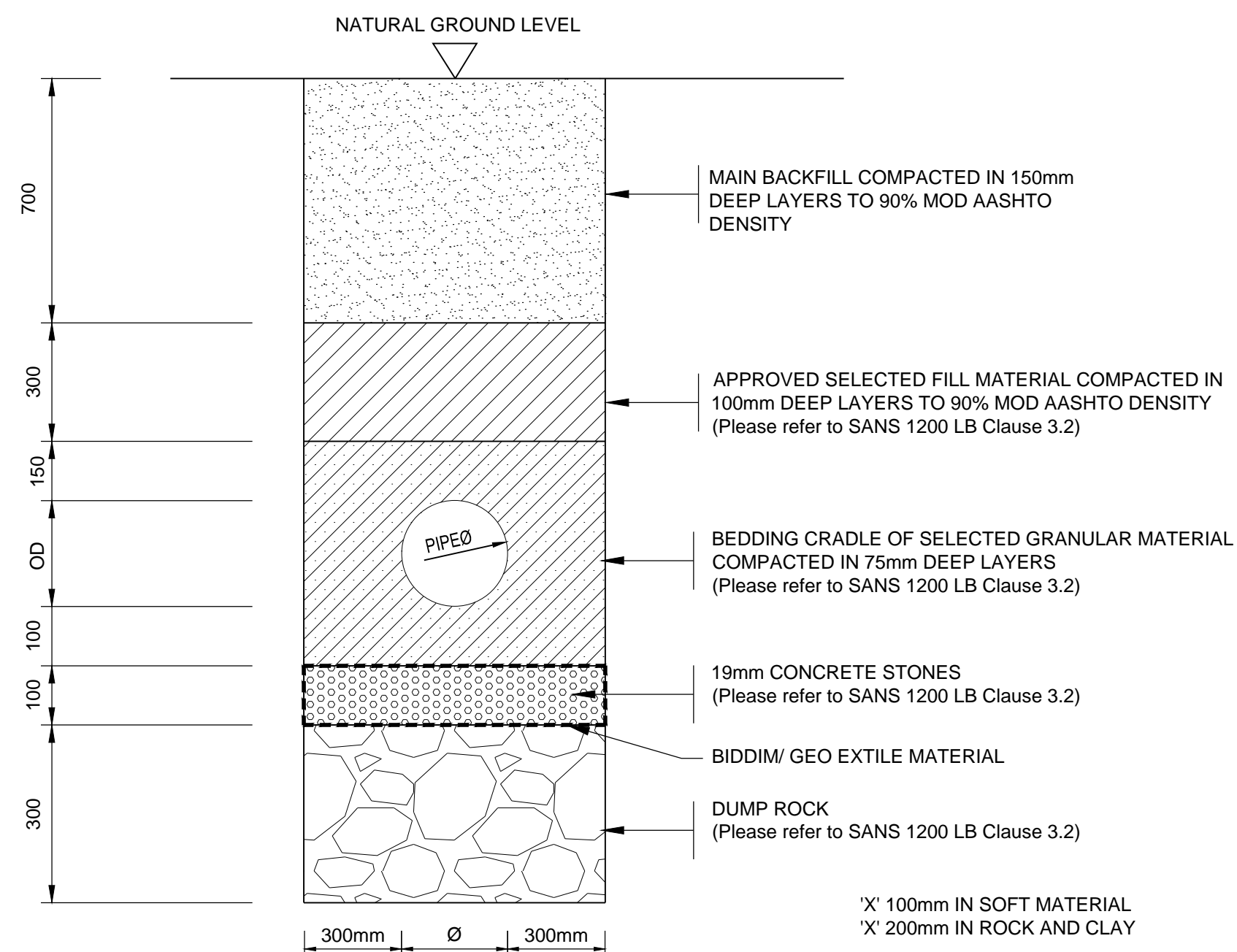
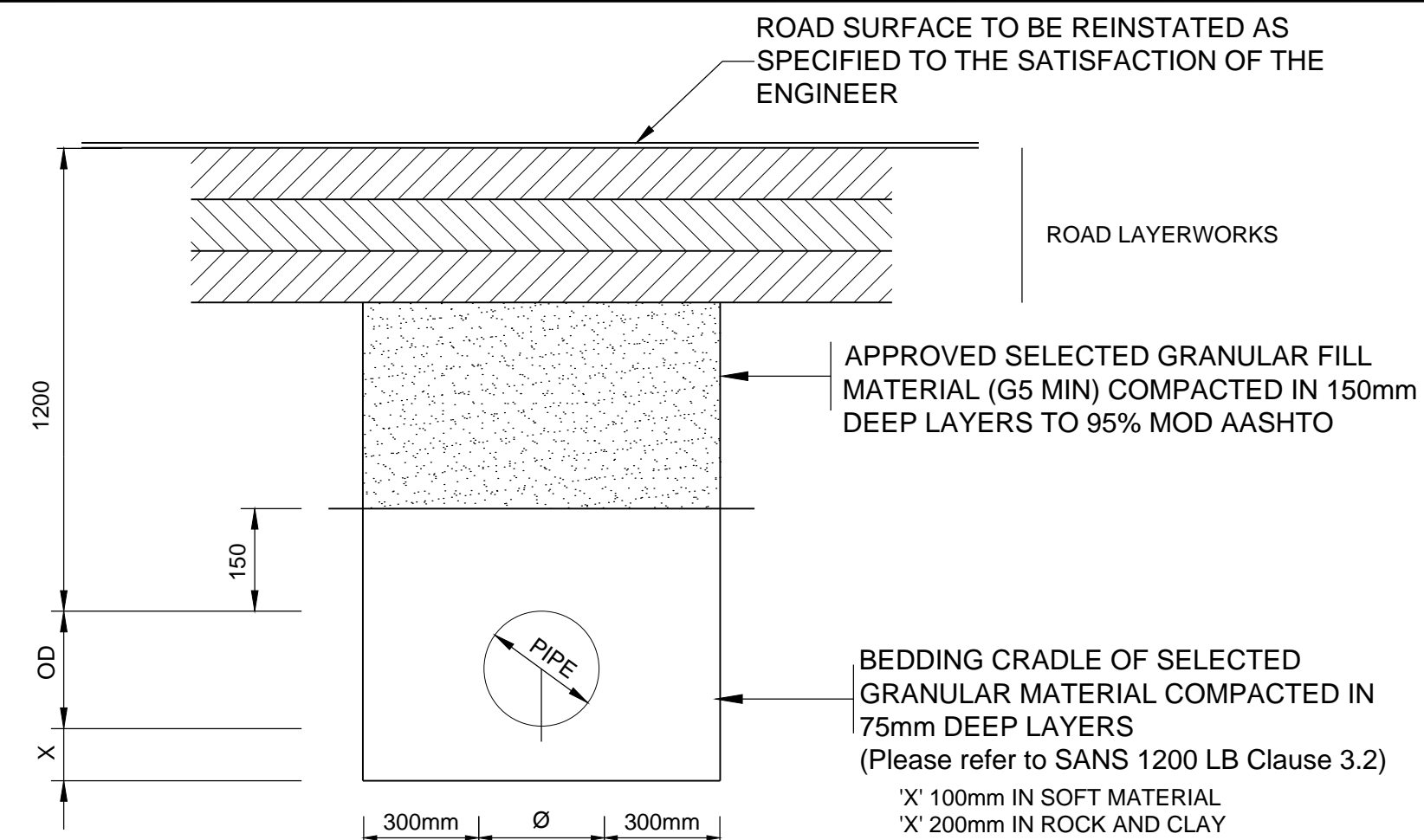
NOTE:
ALL WELDS TO BE 6mm FILLET
WELD ALL AROUND UNLESS
OTHERWISE SPECIFIED

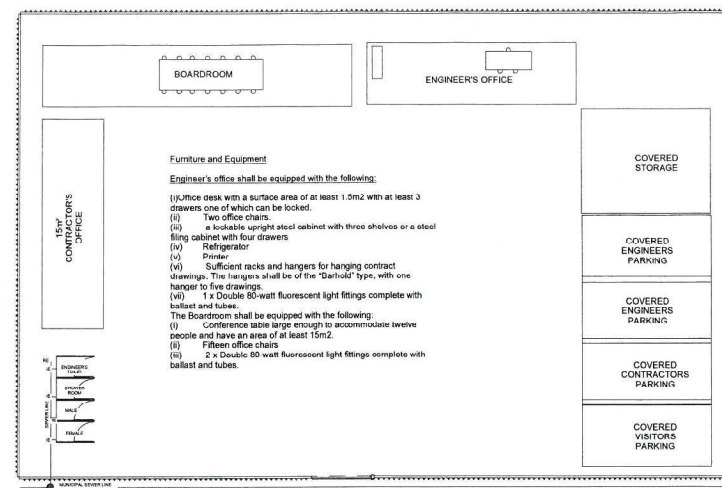
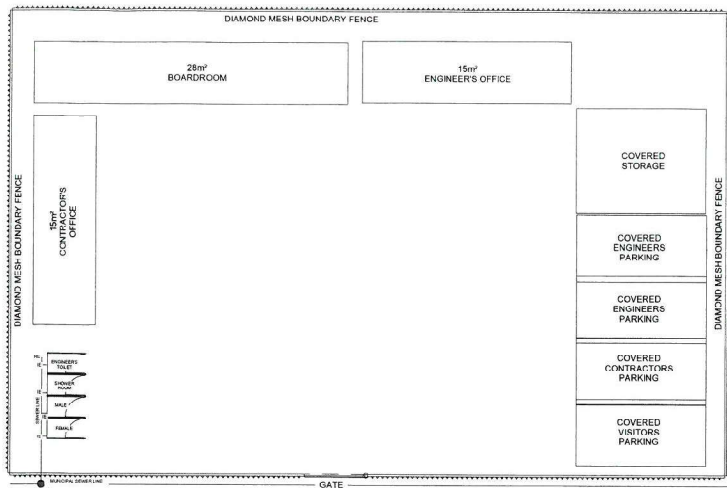
CONSULTING ENGINEERS CAPEX DESIGN SECTION BRISB HOUSE 7TH FLOOR	DESIGNED	B. M. KHURMALO	MAY 2017	 Johannesburg Water	Joburg STANDARD DETAIL NAMEBOARD HOLDER	AMENDMENTS					DRAWING No. JW100-DET01.1-W01																																																														
	DRAWN	B. M. KHURMALO	MAY 2017			<table border="1"> <thead> <tr> <th>SCALE</th> <th>REV.</th> <th>DESCRIPTION</th> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	SCALE	REV.	DESCRIPTION	APPROVED	DATE																																														<table border="1"> <tr> <td colspan="2">PROJECT NO. <div style="border: 1px solid black; width: 50px; height: 30px; margin: 0 auto;"></div></td> <td colspan="2">REV. <div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div></td> </tr> <tr> <td><div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; text-align: center;">A3</div> SHEET</td> <td><div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; text-align: center;">01</div> OF</td> <td colspan="2"><div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div></td> </tr> <tr> <td colspan="4">ORIGINAL PAGE SIZE</td> </tr> <tr> <td colspan="4">FILE NO.</td> </tr> </table>	PROJECT NO. <div style="border: 1px solid black; width: 50px; height: 30px; margin: 0 auto;"></div>		REV. <div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>		<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; text-align: center;">A3</div> SHEET	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; text-align: center;">01</div> OF	<div style="border: 1px solid black; width: 30px; height: 30px; margin: 0 auto;"></div>		ORIGINAL PAGE SIZE				FILE NO.			
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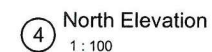
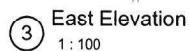
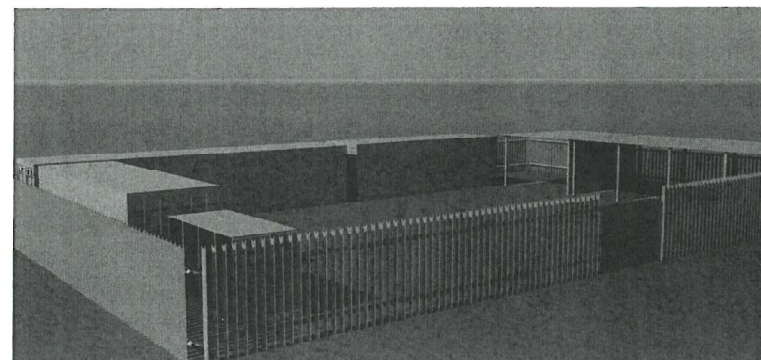
- NOTES:

1. PIPE SIDE ALLOWANCE OF 300mm TYPICAL FOR UP TO 700mm Dia. FOR PIPES GREATER THAN 700mm REFER TO SANS 1200DB CLAUSE 5-2 "MINIMUM BASE WIDTHS."
2. COMPACTION OF MAIN FILL TO MINIMUM MOD AASHTO OF THAT OF SURROUNDING IN SITU UNDISTURBED GRAD AND AS DIRECTED BY THE ENGINEER.
3. DIMENSIONS IN MILLIMETERS (mm)
4. REFER ALSO TO JRA AND OTHER SERVICE PROVIDERS SPECIFICATIONS FOR BEDDING DETAILS IN ROAD RESERVES OR WHERE THE PIPE INTERSECT WITH OTHER SERVICES.





Dimensions	Boardroom	Engineer's Office
Minimum floor area	28m ²	15m ²
Minimum window area	4.0m ²	3.0m ²
Minimum window area opening	2.4m ²	1.5m ²
Minimum clear height	2.5m	2.5m



CONSULTING ENGINEERS
CAPEX DESIGN SECTION
SWISS HOUSE
7TH FLOOR

DESIGNED BY:	T. Mpandaguta	Date:	
DRAWN BY:	K. Kolberg	Date:	
CHECKED BY:	T. Mpandaguta	Date:	19/7/11
	Signature <i>[Signature]</i>		
	ECSA REG. No.		2013/10044
APPROVED BY:	F. Chakama	Date:	
	Signature <i>[Signature]</i>		
	ECSA REG. No.		2011/10150

17 HARRISON STREET
MARSHALLTOWN
2107

TEL: (011) 688 - 1400
FAX: (011) 688 - 1529

Joburg

STANDARD DETAIL FOR
SITE CAMP

	SCALE
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AS

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REVISION

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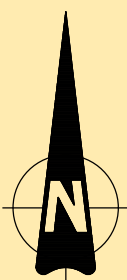
AMENDMENTS

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DRAWING No. JW 100-DET01-SC01

[illegible]

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Mogale City

Ekurhuleni
Metropolitan
Municipality

Ekurhuleni
Metropolitan
Municipality

Local
ity

Midvaal Local
Municipality

LEGEND:

- REGION A:
- REGION B:
- REGION C:
- REGION D:
- REGION E:
- REGION F:
- REGION G:
- COU BOUNDARY:
- WARD BOUNDARY:
- NATIONAL ROADS:
- PROVINCIAL ROADS:

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DESIGNED BY:

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CONSULTING ENGINEERS
CAPEX - ENGINEERING SERVICE UNIT
THIRD FLOOR, TURBINE HALL
65 NTEMI PILISO, NEWTOWN, JOHANNESBURG
TEL: (011) 688 1400
FAX: (011) 688 1529



CITY OF JOHANNESBURG
REGION, WARD
BOUNDARIES
LAYOUT PLAN

SCALE

REV:

A

N.T.S.

DESCRIPTION

FOR TENDER PURPOSES ONLY

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MAY 2023

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