

5 Declarations

1) With reference to Condition 8 in Section 2 above, the supplier declares that:

I/we hereby forfeit my preference points because I /we DO intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as supplier qualify for or are not exempted micro enterprises that have the capability and ability to execute the sub-contract works

Note:

Tenderers who do not tick this box will be allocated preference points but the sanctions relating to breaches of preference conditions in Section 3 will be applicable if the tenderer contravenes the conditions in Section 2.

2) The undersigned, who warrants that he/she is duly authorized to do so on behalf of the supplier, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated in Table 1, qualifies the supplier, subject to condition 8 in Section 2 above, for such preference claimed, and acknowledges that:

- (i) the information furnished is true and correct;
- (ii) the preference claimed is in accordance with the conditions of this schedule;
- (iii) the supplier may be required to furnish documentary proof to the satisfaction of the CCT that the BBBEE level of contributor as at the closing date is correct; and
- iv) he/she understands the conditions under which preferences are granted, and confirms that the supplier will satisfy the conditions pertaining to the granting of preferences.

Signature

Date

Name (PRINT)

(For and on behalf of the Supplier (duly authorised))

For official use.		
SIGNATURE OF CITY OFFICIALS AT TENDER OPENING		
1.	2.	3.

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

SCHEDULE 24: INFORMATION TO BE PROVIDED WITH THE TENDER

NOT APPLICABLE

SIGNED ON BEHALF OF TENDERER:

TENDER NO. 10Q/2020/21



CITY OF CAPE TOWN
ISIXEKO SASEKAPA
STAD KAAPSTAD

SCM – 663

Approved by Branch Manager: 03/04/2020

Version: 5

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FRAMEWORK CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

FOR THE

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

Framework Contract Period: 36 Months from Commencement
Date

Works Projects: Above R1 up to R2 000 000

VOLUME 3: DRAFT CONTRACT

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 36** of this document
- Table 1: Tender preference claim (B-BBEE contribution) is on **page 73** of this document

ISSUED BY:	COMPILED BY:	For official use.
DIRECTOR: ELECTRICITY GENERATION AND DISTRIBUTION CITY OF CAPE TOWN Tower Block, Civic Centre 12 Hertzog Boulevard CAPE TOWN 8001	Electrical Supprt Services 13 Melck Street Ndabeni 7405	TENDER SERIAL No.:
		SIGNATURES OF CITY OFFICIALS AT TENDER OPENING
		1.
		2.
		3.

July 2020

NAME OF TENDERING ENTITY	
EMAIL ADDRESS OF TENDERING ENTITY	
FAX NUMBER OF TENDERING ENTITY	
NATURE OF TENDER OFFER (please indicate below)	
Main Offer (see clause C.2.12)	
Alternative Offer (see clause C.2.12)	

Part C1: Agreements and Contract Data

	Pages
C1.2 Contract Data (data supplied by the Employer)).....	81 – 109
C1.3 Form of Guarantee for Construction	109 – 111
C1.4 Form of Guarantee for Advance Payment.....	113 – 115
C1.5 Occupational Health and Safety Agreement	117
C1.6 Protection of the Environment Declaration.....	118
C1.7 Insurance Broker’s Warranty	119
C1.8 Contract of Temporary Employment as Community Liaison Officer.....	120 – 122
C1.9 Works Project Acceptance/Refusal Notice	123

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

The Conditions of Contract are clauses 1 to 30 of the **JBCC Principal Building Agreement (Edition 6.2 of May 2018)**, as prepared by the Joint Building Contracts Committee Inc.

Copies of these conditions of contract may be obtained from various constituent members' regional offices. Please consult the JBCC webpage on www.jbcc.co.za for contact details of these members.

The pro forma "JBCC Principal Agreement Contract Data" as defined in clause 1 of the conditions of contract as prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The JBCC Principal Building Agreement shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) the Form of Offer and Acceptance
- b) the Contract Data
- c) JBCC Principal Building Agreement Edition as stated herein
- d) the Drawings
- e) the Scope of Work
- f) the Pricing Data
- g) the Model Preambles for Trades.

PRINCIPAL BUILDING AGREEMENT Contract Data

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS
Reference number	
Works description	<p>The works comprises of TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS work at various City of Cape Town facilities within the City of Cape Town municipal area as detailed for each Works Project</p> <p>The employer reserves the right to plan and effect individual Works Projects at its sole discretion.</p> <p>The employer will only order those quantities of work items which it actually requires for execution in a Works Project from time to time. The employer reserves the right not to order any quantities at all depending on circumstances and subject to operational conditions.</p> <p>Each Works Project shall be in the value range of exceeding R1 and not exceeding R2 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).</p> <p>The Works Projects shall be executed in areas within the regions identified within the City of Cape Town municipal area and outlined in clause C.1.6.1 in Part T1.2 Tender Data.</p> <p>The Works Projects shall be identified subject to availability of funding</p> <p>The procedures for the allocation of Works Projects, given below, are to be read in conjunction with clause C.1.6.1 in Part T1.2 Tender Data. These procedures include the development of Works Project documents, applying the tendered rates in order to arrive at financial offers, and allocating the Works Project to the appointed contractors.</p> <p>The procedures are summarised under the stages below, wherein the Employer (acting through his agent) shall</p> <p>Stage 1: Employer prepares Works Project document and sends it to the contractor appointed for the area</p> <p>a) select a Work Area within a region for the execution of the Works Project;</p> <p>b) prepare a Works Order document, including scope of works, proposed time frames and contract participation goal (CPGL) specifications therein;</p> <p>c) issue works order document to contractor appointed as primary contractor for that area</p> <p>Stage 2: Contractor arranges to inspect the works if necessary and prepares Works Project quotation document based on the items of work as included in this document (unless they have turned down the Works Order opportunity)</p> <p>d) arrange a Works Project meeting on the request of the contractor to inspect the required works at the site where it will be required;</p> <p>e) make available to the contractor the site where the works is to be carried out in order for the contractor to inspect the works and carry out any measurements and/or investigations that may be required;</p> <p>f) conduct the Works Project meeting, including discussing any issues the contractor may have (this may result in changes being made to the Works Project document that will be prepared after quotation is received from the contractor);</p> <p>g) receive any refusal notices from contractor timeously;</p>

	<p>h) repeat step c) to g) with alternative contractor appointed for that area, only when a refusal notice is received from the primary contractor</p> <p>Stage 3: Contractor submit Works Project quotation documents and Employer prepares Works Project document indicating the final conditions agreed upon for the Works Project</p> <p>i) receive the Works Project quotation document from the contractor j) tests information in the Works Project quotation document to the items of work and prices included in this document, and to the work that is required under the Works Project k) prepares Works Project document in which all conditions for the execution of the Works Project as it was agreed upon, is recorded l) Arrange for signing off of the Works Project document with the contractor.</p> <p>Further details of the procedures under the above stages are given below.</p> <p>Stage 1</p> <p>As and when the Employer requires work to be executed in a Works Project the Employer shall prepare a Works Order document to be issued to the contractor appointed for that area. The Works Order document shall specify, <i>inter alia</i>, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required.</p> <p>The Employer shall contact the contractor and ensure that the Works Order document is issued to the contractor that is appointed for the area within which the work falls.</p> <p>Stage 2</p> <p>The Employer shall arrange a meeting with the contractor at the site where the works is to be carried out, when such a meeting is requested by the contractor. The Employer will be required to answer any queries the contractor may have relating to the required work, application of the billed items, etc.</p> <p>The Employer will also make any arrangements as required by the contractor to enable the contractor to carry out any measurements of the required work, or any investigations that the contractor may require to be carried out at the site where the works is planned to take place.</p> <p>Included in the Works Order document is a Works Project Acceptance/Refusal Notice requesting the contractor to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work allocation procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Bills of Quantities and has/has not the necessary resources available to complete the work within the required Works Project contract period should he be allocated the work). The contractor who refuses will be required to complete and return the Works Project Acceptance/Refusal Notice, either by fax or email to the Employer within five (5) working days after receipt of the Works Order document, indicating a reason for the refusal Works Project.</p> <p>Should the Employer receive a refusal notice from the contractor appointed as the primary contractor for the area that work will be carried out in, the Employer will approach the secondary contractor that was appointed for the area in the same procedure as described above.</p> <p>Stage 3</p> <p>The contractor shall prepare a Works Project quotation document and submit this to the Employer. The Works Project quotation document shall indicate the application of the billed items required in order to complete the work by separately indicating the rates as tendered as well as the applicable quantities of the items of work that will be required. The Works Project quotation document will also include proposed amendments to the time</p>
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frames as it was included in the Works Order document prepared by the Employer.

The Employer will verify the information in the Works Project quotation document with the items of work and prices that was included in the Schedules of Rates. The Employer will also be required to verify the quantities for the works that was included in the contractor's Works Project quotation document by comparing these quantities to the actual work that was required from the contractor.

The Employer will then prepare a Works Project document which will include all of the conditions as agreed between the contractor and Employer. The Works Project document will include the total value of the works included under the Works Project (sum of the rates as included in the Schedules of Rates, multiplied by the required quantities for the work to be carried out), the agreed time frame for the completion of the works and the applicable specifications relating to the contract participation goals (CPGL) as applicable to the Works Project.

The Employer will then arrange for the contractor to sign the Works Project document to indicate that the contractor accepts the conditions as stipulated therein to be the conditions applicable to the Works Project and the conditions to which the contractor binds itself for the completion of the works under the Works Project.

Commencement date for the Works Project will be the date when the contractor receives the City of Cape Town's official purchase order. This date will indicate the start of the period for the completion of the works as agreed upon with the contractor.

The following Business process will be applicable to each Works Project:

ELECTRICAL SUPPORT SERVICES BUSINESS PROCESS

Arrange / Attend Site Meeting

- Electrical Support Services Project Manager arrange meeting to meet on site with Client and Contractor
- Gather as much detail as possible at meeting
- Ensure scope document reflects the work requested
- Electrical Support Services Project Manager ensure that all parties sign the scoping document

Compile Quote / Estimate

- Use template to compile quote / estimate for work scoped
- Electrical Support Services Project Manager and Contractor to agree on a relevant quote / estimate for work to be done
- Contractor must complete and submit the quote / estimate within five working days from attending site meeting
- Three quotes required for special items not on tender
- If special quotes is required the contractor must complete the quote / estimate within ten working days from attending site meeting

Request Start and Finish Dates

- Upon receiving the purchase order from Electrical Support Services, a Start and Finish date will be requested from the Contractor via e-mail
- Contractor to supply a realistic Start and Finish date for when work will be done within five working days

	<p>Work scheduled and in progress:</p> <ul style="list-style-type: none"> • Safety Files must be available on site for auditing purposes (See Safety Audits) • Contractor performs the work according to tender and scope specifications • Deviation from dates only allowed if project is stopped by CoCT • Contractor communicate all issues with regards to the project directly with Electrical Support Services Project Manager <p>Sign off work as complete</p> <ul style="list-style-type: none"> • Contractor to attend Sign off meeting with Client and Electrical Support Services Project Manager • Electrical Support Services Project Manager, Client and Contractor must complete and sign documentation or complete Snag list • Electrical Support Services Project Manager, Client and Contractor must sign Snag list, if applicable and Contractor to supply a new completion date • Hand Safety file to Electrical Support Services Project Manager as part of Sign off <p>NOTE TO CONTRACTOR: Electrical Support Services will only put Invoice through for payment once Safety file has been received</p> <p>Contractor to supply Invoice</p> <ul style="list-style-type: none"> • Contractor to supply Project Manager with invoice only when all the work and snags (if applicable) are completed and work is signed off <p>Safety Audits</p> <ul style="list-style-type: none"> • As and when required work sites will be audited by a Safety Audit Contractor <p>All sites that has been audited must achieve a minimum score of 80%.</p> <p>Stage 1</p> <p>As and when the Employer requires work to be executed in a Works Project under the framework contract, the Employer shall specify, <i>inter alia</i>, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required, in a Works Project contract document comprising, as relevant, Work Allocation Procedures, Returnable Schedules, Agreements and Contract Data, Bills of Quantities and Scope of Work.</p> <p>In the Bills of Quantities the Employer shall assign quantities to the work items relating to the specific Scope of Work in the Works Project. The assigned quantities shall be multiplied by the framework contract rates to constitute amounts that will be totalled to provide a financial offer for the contractor for this specific Works Project.</p> <p>Stage 2</p> <p>The Employer shall invite the contractor under consideration in the particular region to attend a compulsory Works Project meeting at a time and venue disclosed in writing by the Employer.</p> <p>The Employer shall issue the invitation three (3) working days prior to the meeting date, and simultaneously make available to the contractor his individually priced Works Project contract document.</p>
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	<p>The Employer shall conduct the compulsory Works Project meeting on the date specified. The purpose of this meeting is to inform the contractor of the Scope of Work required in the Works Project. The meeting shall furthermore serve to answer any queries the contractor may have in respect of the required work, billed items and quantities, etc. (this may result in changes being made to the Works Project contract document and its being re-issued as in f) above). A contractor who fails to attend the compulsory Works Project meeting will be excluded from further participation in the Works Project allocation process.</p> <p>Included in the Works Project contract document is a Works Project Acceptance/Refusal Notice requesting the contractor to state in writing whether he accepts/refuses the opportunity afforded to participate further in the work allocation procedure (i.e. that he is willing/not willing to undertake the work specified in the Scope of Work and Bills of Quantities and has/has not the necessary resources, available to complete the work within the required Works Project contract period should he be allocated the work). The contractor who refuses will be required to complete and return the Works Project Acceptance/Refusal Notice, either by fax or email, to the Employer within five (5) working days after the compulsory Works Project meeting.</p> <p>Stage 3</p> <p>The Works Project contract document shall be completed, signed and returned by the contractor to the Principal agent's offices no later than five (5) working days after the date of the compulsory Works Project meeting or after receipt thereof if changes thereto were required (refer to f) above).</p> <p>The Employer will specify the proposed Works Project construction time period (time from the date specified for commencement with Works execution to Due Completion Date) for completing the specified Works in the Scope of Work in the Works Project contract document.</p> <p>The submission of a fully completed and signed Works Project contract document is mandatory for the contractor who accepts, and the contractor may be requested by the Employer to complete and/or sign his submission, if necessary, should he have not already done so..</p> <p>A contractor whose offer is non-responsive, or who failed to return the completed, signed Works Project contract document (the offer) within the time stated herein, will be excluded from further participation in the Works Project allocation process.</p> <p>Acceptance of the contractor's offer takes place on the date the contractor (now Contractor in terms of the Contract) receives the City of Cape Town's official purchase order, such date being the Commencement Date of the Works Project contract.</p> <p>Each Works Project shall be in the value range of above R0 up to R1 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).</p> <p>Working days for these procedures are Mondays to Fridays.</p>
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A2.0 Site [1.1]

Erf / stand number	The sites are located throughout the municipal area of the City of Cape Town as defined in each Works Project
Township / Suburb	As defined in the Works Project Document
Site address	As defined in the Works Project Document
Local authority	As defined in the Works Project Document

A 3.0 Employer [1.1]

Name	The Director: Electricity Generation and Distribution Implementing Department		
Legal entity of above	City of Cape Town	Contact person	Andre Broodryk
Business registration number		Telephone number	021 444 7017
VAT /GST number		Mobile number	
Country		Email	andre.broodryk@capetown.gov.za
Postal Address	PO Box 4518, Cape Town		
		Postal Code	
Physical Address	Civic Centre, 12 Hertzog Boulevard Cape Town		
		Postal Code	

A 4.0 Principal Agent [1.1]

Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 5.0 **Agent** [1.1; 6.2]

Discipline	Architect (if required)
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Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 6.0 **Agent** [1.1; 6.2]

Discipline	Quantity Surveyor (if required)
------------	---------------------------------

Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 7.0 **Agent** [1.1; 6.2]

Discipline	Civil / Structural Engineer (if required)
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Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 8.0 **Agent** [1.1; 6.2]

Discipline	Electrical Engineer (if required)
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Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 9.0 **Agent** [1.1; 6.2]

Discipline	Mechanical Engineer (if required)
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Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 10.0 **Agent** [1.1; 6.2]

Discipline	Project Manager (if required)
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Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 11.0 **Agent** [1.1; 6.2]

Discipline	Health and Safety Agent (if required)
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Name	As defined in the Works Project Document. It is expected that this would be an externally appointed consultant		
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

A 12.0 **Agent** [1.1; 6.2]

Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		Email	
Postal Address			
		Postal Code	
Physical Address			
		Postal Code	

B CONTRACT DATA

B 1.0 Definitions [1.1]

Bills of quantities: System/ Method of measurement	Latest edition of Standard System for Measurement of Building Work in South Africa
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B 2.0 Law, regulations and notices [2.0]

Law applicable to the works, state country [2.1]	South Africa
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B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	ZAR
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost	2

Documents comprising the agreement	Notes
Agreement	See Definition
Priced Document	See Definition
Contract Drawings	See below

Contract drawings – description	Number	Revision	Date
Works project drawings will be included in the Works Project Documents			

NOTE: If insufficient space, please see annexure: -	
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B 5.0 Employer’s agents [6.0]

<p>Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2]</p>
<p>Principal Agent [6.1, 6.2]</p> <p>Delegations to other agents will be confirmed in writing during contract execution [6.2]</p>

<p>Principal agent’s and agents’ interest or involvement in the works other than a professional interest [6.3]</p>
Empty space for content

B 6.0 Design Responsibility [7.0]

[7.1]	<table border="1"> <tr> <td style="width: 50%;"> <p>Description of elements of the works for which the contractor is responsible</p> </td> <td> <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. </td> </tr> </table>	<p>Description of elements of the works for which the contractor is responsible</p>	<ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8.
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[7.2]	<table border="1"> <tr> <td style="width: 50%;"> <p>Description of elements of the works for which subcontractors are responsible</p> </td> <td> <ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. </td> </tr> </table>	<p>Description of elements of the works for which subcontractors are responsible</p>	<ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8.
<p>Description of elements of the works for which subcontractors are responsible</p>	<ol style="list-style-type: none"> 1. 2. 3. 4. 5. 6. 7. 8. 		

Securities [11.0]

Guarantee for Construction [11.1]

Securities provided by contractor	Percentage
Value of Fixed Guarantee for Construction [11.1, 11.1.2]	R 150,000.00 per Region

Guarantee for Advance Payment [11.2.2, 12.1.8, 27.1.8, 27.2.4, 29.9]

ADVANCE PAYMENT SCHEDULE	
<p>The purpose of this schedule is to itemise specific Plant and materials not yet brought on to the Site for building into the Permanent Works and for which the Employer is prepared to make advance payments to the Contractor, subject to the conditions below.</p> <p>The items of Plant and materials which have been identified by the Employer as being suitable for advance payment in terms of the Contract are listed in the table below. Should an item or items be added to the list at tender stage by a tenderer, such item(s) will not be binding on the Employer.</p>	
Plant and materials which have been manufactured and are stored at places other than the Site:	Plant and materials yet to be manufactured and for which a deposit with order is required from the Contractor by a manufacturer/supplier, and which may be stored at places other than the Site after manufacture:
<p>Conditions:</p> <ol style="list-style-type: none"> 1) The Contractor can only rely on advance payment being permitted by the Employer in respect of the Plant and materials listed in the table above. The Employer may, however, permit advance payment for other Plant and materials in exceptional circumstances and at its sole discretion, during the course of the Contract, and upon reasonable request from the Contractor. 2) Advance payment for the purposes of deposits will only be provided up to a limit of 0% of the value of any one item being claimed. 3) The Contractor shall provide the Employer with documentary evidence of the terms and conditions for which a deposit with order is required by a manufacturer/supplier, together with the Guarantee for Advance Payment. 4) The Contractor will also be permitted to obtain advance payment for the balance of the value of the Plant and materials in respect of which he has paid a deposit, for an item which after manufacture is stored at a place other than the Site. The Contractor shall, in respect of such payment, provide an Guarantee for Advance Payment, either for such balance or, if the Guarantee for Advance Payment in respect of the deposit is to be returned by the Employer upon request, for the whole value of the item. 	

B 8.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes/ no?	Yes
If yes, description	All work to be carried out in/on premises that are occupied. The contractor to take this into account in compiling work schedules and Health and Safety procedures for each Works Project		
Restriction of working hours [12.1.2]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Supply of free issue [12.1.10]		Yes/ no?	Yes
If yes, description	Will be identified in each Works Project		
Documents to be submitted / complied with by the contractor before possession of the site can be given [12.1.14]			
<ul style="list-style-type: none"> - Proof of Registration / Good Standing with Building Industries Bargaining Council (BIBC) - Proof of good standing / compliance with requirements of the Compensation for Occupational Injuries and Diseases Act - Signed Health and Safety Agreement together with Department of Labour approvals as required 			

B 9.0 Nominated subcontractors [14.0]

Specialisation 1	Will be identified in each Works Project
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 10.0 Direct contractors [16.0]

Extent of work [12.1.11]	Will be identified in each Works Project
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	
Extent of work [12.1.11]	

B 11.0 Description of sections [20.1]

Section 1	Will be identified in each Works Project	
Section 2		
Section 3		
Section 4		
Section 5		
Section 6		
Section 7		
Section 8		
Section		Remainder of works

B 12.0 Possession of site [12.1.5], practical completion [19.0;20.0] and penalties [24.0]

Practical completion for the works as a whole	Intended date of possession of the site [12.1.5]	Period for inspection by the principal agent [19.3]	Date for practical completion [12.2.7; 24.1]	Penalty [24.1]
	Date	working days	Date	Penalty amount per calendar day
	Within 5 days of receipt of contractual documentation [10.3, 11.1, 12.1.14]	?? days	As stated for each Works Project	R 100.00 (Up to a maximum of 10% of Purchase Order value) for each works Project.

Criteria to achieve **practical completion** not covered in the definition of **practical completion**

Will be identified in each Works Project Document, but in general
 In each section by the due date all finishes and services must be commissioned and ready for final tenant installation.
 In Cash Offices no outstanding defects may be present as the contractor will not be allowed access into these areas once operations have commenced.
 All operating manuals, as built drawings, guarantees, etc. must be provided.
 An occupational certificate must be provided. Will be identified in each Works Project Document

B 13.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]			
Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	Yes	
Method to calculate	Scheduled rates will be fixed for the first year of the contract period and will be adjusted once in month 12 with the base month being the month prior to the tender closing date and the current month being the 10th month of the contract based on Contract Price Adjustment Provisions (CPAP) using STATS SA Statistical Release P0151		

25.12	Payment Reduction up to date of practical completion	%	95
25.12	Payment Reduction after date of practical completion	%	5
25.12	Payment Reduction after date of final completion	%	0%

B 14.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	
Applicable rules for adjudication [30.6.2]	

B 15.0 JBCC General Preliminaries – selections

Provisional bills of quantities [P2.2]		Yes / no?	No	
Availability of construction information [P2.3]		Yes / no?		
Previous work – dimensional accuracy – details of previous contract(s) [P3.1]		Will be identified in each Works Project		
Previous work – defects – details of previous contract(s) [P3.2]		Will be identified in each Works Project		
Inspection of adjoining properties – details [P3.3]		Will be identified in each Works Project		
Handover of site in stages – specific requirements [P4.1]		Will be identified in each Works Project		
Enclosure of the works – specific requirements [P4.2]		Will be identified in each Works Project		
Geotechnical and other investigations – specific requirements [P4.3]		Will be identified in each Works Project		
Existing premises occupied – details [P4.5]		Will be identified in each Works Project		
Services – known – specific requirements [P4.6]		Will be identified in each Works Project but typically costs will be for the Contractor's account		
Water [P8.1]	By contractor	Yes/no?	yes	
	By employer	Yes/no?		
	By employer - metered	Yes/no?		
Electricity [P8.2]	By contractor	Yes/no?	yes	
	By employer	Yes/no?		
	By employer - metered	Yes/no?		
Ablution and welfare facilities [P8.3]	By contractor	Yes/no?	yes	
	By employer	Yes/no?		
Communication facilities – specific requirements [P8.4]		To be provided by contractor		
Protection of the works – specific requirements [P11.1]		Will be identified in each Works Project		
Protection / isolation of existing works and works occupied in sections – specific requirements [P11.2]		Will be identified in each Works Project		
Disturbance – specific requirements [P11.5]		Will be identified in each Works Project		
Environmental disturbance – specific requirements [P11.6]		Will be identified in each Works Project		

B 16.0 Changes made to JBCC documentation

See part D of this document

Note: The amendments contained in Part D of this document constitutes the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

C TENDERER'S SELECTIONS

C 1.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	Start date		End date	
Year 2 contractor's annual holiday period	Start date		End date	
Year 3 contractor's annual holiday period	Start date		End date	

C 2.0 Payment of preliminaries [25.0]

Option A	Assessed by the principal agent , an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
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C 3.0 Adjustment of preliminaries [26.9.4]

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/ or value on **preliminaries**. Such adjustment shall be based on the particulars provided below, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

Option A	<p>The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor in his bid submission of the tender as follows:</p> <ul style="list-style-type: none"> - An amount which shall not be varied; - An amount varied in proportion to the contract value as compared to the contract sum; - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where the above-mentioned information is not provided the following allocation of preliminaries amounts may apply:</p> <ul style="list-style-type: none"> - Ten per cent (10%) shall not be varied - Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum - Seventy-five per cent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period <p>Where completion in sections is required the contractor shall provide an apportionment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
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D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma “JBCC Principal Agreement: Contract Data” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma “Guarantee for Construction” and “Guarantee for Advanced Payment” as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

PRINCIPAL BUILDING AGREEMENT

The clauses listed below replaces in full the corresponding clauses as contained in the conditions of contract:

DEFINITIONS

1.0 GENERAL PROVISIONS

1.1 Definitions

AGREEMENT (also referred to as **FRAMEWORK CONTRACT**): The JBCC Principal Building Agreement (by reference), the completed **contract data**, Part C1.1 Form of Offer and Acceptance and other documents reduced to writing and signed by the authorised representatives of the **parties**.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the **site** was handed over to the **contractor** as recorded on the site possession certificate and ending on the **date for practical completion** and excluding all statutory holidays and those annual building holiday periods as stated in the **contract data**.

CONTRACT PERIOD: The period, relating to a **works project**, commencing on the date of the authorisation of the **purchase order** and ending on the date of **final completion**

CONTRACT SUM: The accepted amount of each **works project** within the value range as stated in the **contract data**

CONTRACT VALUE: A monetary value initially equal to the **contract sum** exclusive of **tax** [CD] and any allowances for contingencies, subject to adjustment in terms of this **agreement**.

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the **construction period** as stated in the **contract data** or revision thereof on or before which the **contractor** agrees to bring the **works** or **sections** thereof to **practical completion**

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the **contractor** achieves **practical completion**

FRAMEWORK CONTRACT: See **agreement**

FRAMEWORK CONTRACT MANAGER: See **principal agent**

FRAMEWORK CONTRACT PERIOD: The period stated in the **contract data**, during which **works projects** may be allocated to the **contractor** and for which **purchase orders** may be authorised on the SAP system provided that such orders be completed prior to the expiry of the **framework contract period**; provided that the **framework contract** shall continue to remain in force after the expiration of the **framework contract period** in the event that the **works** of the **contractor's** last **works project** are only completed in all respects after the expiration of the **framework contract period**, and a **certificate of final completion** has been issued by the **principal agent** for that **works project** in accordance with the **agreement**.

GUARANTEE FOR ADVANCE PAYMENT: A **security** at call obtained by the **contractor** from a financial institution approved by the Employer, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.4: Form of Guarantee for Advance Payment, and that replaces the term JBCC® Guarantee for Advance Payment wherever it occurs in the Agreement

GUARANTEE FOR CONSTRUCTION: A security at call obtained by the **contractor** from a financial institution approved by the **employer**, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

PRINCIPAL AGENT: The party named in the **contract data** and/or appointed by the **employer** with full authority and obligation to act in terms of the **agreement**, or **works project**, as the context requires

PURCHASE ORDER: The official **purchase order** authorised on the City of Cape Town's SAP System

SCHEDULE OF RATES: The document drawn up in accordance with the Pricing Assumptions contained in the Pricing Data of the **framework contract** and that will be used to compile the **bills of quantities**.

STANDBY PANEL; A number of **contractors** appointed by the **employer** under **framework contracts** to be available to execute **works projects** as and when they arise, on a "winner-takes-all" basis as stated in the **agreement**, in the order of their ranking in terms of the **framework contract** tender evaluation, and then only if the **winner** has refused a work opportunity (or if his offer is non-responsive/invalid).

WINNER: The **contractor** appointed by the **employer** under the **framework contract** to be available to execute **works projects** as and when they arise, on a "winner-takes-all" basis as stated in the **agreement**, and who will be allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), for the duration of the **framework contract period**

WORKS: The works, applicable to the **works projects** individually or as a whole, described in general terms in the **contract data**, detailed in the **contract documents**, ordered in **contract instructions** and including the **contractor's** and **n/s subcontractors'** temporary works. **Works** includes **materials and goods** and those supplied free or otherwise by the **employer** to the **contractor** and excludes work or installations to be executed by **direct contractors**

WORKS PROJECT: A part of the **works** to be performed (task) by the **contractor** under the **agreement**, the specific terms, conditions and scope of the **works project** being specified in a **works project contract document**.

WORKS PROJECT CONTRACT DOCUMENT: The documentation required to be completed for each **works project** in which the specific terms, conditions and scope of the **works project** is specified

WORKS PROJECT ACCEPTANCE / REFUSAL NOTICE: The formal notification, signed by the successful tenderer/prospective **contractor** and sent to the **employer**, of his decision to accept/ refuse the opportunity afforded to participate further in the **contractor** appointment procedure for a **works project** as specified in the **agreement**.

INTELLECTUAL PROPERTY: means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

1.2 Interpretation

1.2.6 The **agreement** is the entire contract between the **parties** regarding the matters addressed in the **agreement**. No representations, terms, conditions or warranties not contained in the **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating the **agreement** including this clause shall be effective unless reduced to writing and signed by the **parties**

1.3 Intellectual Property

1.3.1 The contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the **employer**.

1.3.2 The contractor hereby assigns to the **employer**, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

- 1.3.3 The contractor shall, and warrants that it shall:
- 1.3.3.1 not be entitled to use the **employer's** Intellectual Property for any purpose other than as contemplated in this contract;
 - 1.3.3.2 not modify, add to, change or alter the **employer's** Intellectual Property, or any information or data related thereto, nor may the contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the **employer**;
 - 1.3.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the **employer**;
 - 1.3.3.4 comply with all reasonable directions or instructions given to it by the **employer** in relation to the form and manner of use of the **employer** Intellectual Property, including without limitation, any brand guidelines which the **employer** may provide to the contractor from time to time;
 - 1.3.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.3.1 to 1.3.3.3 above;
- unless the **employer** expressly agrees thereto in writing after obtaining due internal authority.
- 1.3.4 The **contractor** represents and warrants to the **employer** that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the **employer** from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.
- 1.3.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the **employer's** Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the **employer** by the contractor and no copies thereof shall be retained by the contractor unless the **employer** expressly and in writing, after obtaining due internal authority, agrees otherwise.

2.0 LAW, REGULATIONS, NOTICES AND POLICIES

- 1.1 The **contractor** shall comply with the **law [CD]**, obtain permits, licences and approvals required and pay related charges for the execution of the **works** [17.1.4]. The **employer** shall comply with the **law [CD]** obtain permits, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**. [26.4.1]
- 2.4.4 Sent by telefax – within one (1) **working day** after transmission (if agreed to by both parties)
- 2.5 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised. Please refer to this document contained on the CCT's website.
- 2.6 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

3.0 OFFER AND ACCEPTANCE

3.1.1 The following principles will be applicable to the allocation of **works projects**:

3.1.1.1 The **employer** reserves the right to plan and effect individual **works projects** at its sole discretion and subject to the availability of funding

3.1.1.2 The **employer** will only order those quantities of work items which it actually requires for execution in a **works project** from time to time. The **employer** reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

3.1.1.3 The **works projects** shall be executed in areas identified within the City of Cape Town municipal area and outlined in clause C.1.6.1 in Part T1.2 Tender Data, on a “winner-takes-all” basis as described therein.

3.1.1.4 The procedures for the allocation of **works projects** are described in detail in the **contract data**

3.3 This **agreement** shall come into force as indicated in Part C1.1 Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

5.0 DOCUMENTS

5.2 The **parties** shall sign the original **contract documents** and shall each be issued with a copy thereof. The original signed **contract documents** shall be held by the **employer**.

5.4 The **principal agent** shall decide, and advise the **contractor**, which parts of the **priced document** may be used as a specification of **materials and goods** or methods, if any.

6.0 EMPLOYER’S AGENTS

6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of the **agreement**, or any **works project**, subject to the limitations detailed in clauses 17 and 26. The **principal agent** has no authority to amend the **agreement**.

6.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing his obligations in terms of this **agreement** or any **works project**

7.0 DESIGN RESPONSIBILITY

7.1 The **contractor** shall not be responsible for the design of the **works** other than what is identified in the **contract data** [CD] and the **contractor’s** and **subcontractors’** temporary works. The **contractor** shall not be responsible for the coordination of design elements other than what is identified in the **contract data** [CD] and the **contractor’s** and **subcontractors’** temporary works.

9.0 INDEMNITIES

9.2.7 Physical loss or damage to an existing structure and contents thereof where this **agreement** is alterations or additions to an existing structure beyond the amounts stated [CD] for which the **contractor** must provide insurance. Should such an event occur, the **contractor** shall forthwith give **notice** to the **principal agent**.

10.0 INSURANCES

10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.

10.1.8 Where the **agreement** 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.

- 10.2 Where **practical completion** in **sections** is required [20.0] or the **works** is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the **contractor** to the values stated [CD].
- 10.3 The **party** responsible for effecting such insurances [10.1.1-5 10.2] shall make available to the other party, before commencement of the **construction period**, documentary evidence as provided for in C1.6: Insurance Brokers Warranty as contained in this document, that insurances have been effected, and provide proof of extension or renewal of such insurances before their expiry. Upon request the party responsible for effecting insurances shall provide the other **party** with the entire policy wording of such insurances.
- 10.6 Where this **agreement**, or any **works project**, is terminated [29.0] and the **contractor** is not required to make good the physical loss or repair damage to the **works**, the right to the proceeds of an insurance claim shall vest in the **employer**. The **party** responsible for the insurance shall give **notice** to the insurer to clarify the status of the insurance cover and /or further insurance obligations applicable to the **works**, Public Liability Insurance, Supplementary Insurance and Removal of Lateral Support Insurance.

11.0 SECURITY

- 11.1 Provide a **Guarantee for Construction (fixed)** to the **employer** within fourteen (14) **calendar days** of the commencement of the contract as stated below.
- 11.1.1 No clause
- 11.1.2 The **Guarantee for Construction (fixed)** shall be set at the percentage of the **contract sum** [CD] as stated in the **contract data**. The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued.
- 11.2.2 Provide a **Guarantee for Advance Payment**, the authenticity of which has been verified by the Employer's Treasury Department, where an advance payment is required. The **contractor** shall keep such **security** valid and enforceable until the advanced payment has been repaid [11.3].
- 11.4.1 No clause
- 11.5 No clause
- 11.6 No clause
- 11.10 The **contractor** shall waive his lien within 7 (7) **calendar days** of the commencement of the **contract period**. The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10]

12.0 DUTIES OF THE PARTIES

- 12.1.1 No clause
- 12.1.14 List documents the **contractor** must submit and/or comply with before possession of the **site** can be given
- 12.2.1.a The **contractor** shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the **site**. The **contractor** shall also provide at his own cost any additional facilities outside the **site** required by him for the purposes of the **works**.
- 12.2.2 Prior to the authorising of the **purchase order** the **contractor** shall submit to the **principal agent** the works project acceptance / refusal notice.

14.0 NOMINATED SUBCONTRACTORS

- 14.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a **nominated subcontractor**
- 14.1.2 Call for tenders as follows:
- 14.1.2.a For subcontract work over R 300 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer**.

- 14.1.2.b For subcontract work less than R 300 000, 00, invite at least three tenders from a shortlist approved by the **employer**.
- 14.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **employer**

15.0 SELECTED SUBCONTRACTORS

- 15.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a *selected subcontractor*
- 15.1.2 Call for tenders as follows:
 - 15.1.2.a For subcontract work over R 300 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer**.
 - 15.1.2.b For subcontract work less than R 300 000, 00, invite at least three tenders from a shortlist compiled by the **principal agent** and the **contractor**.
- 15.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **contractor**

16.0 DIRECT CONTRACTORS

- 16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

- 17.1 The **principal agent** may issue **contract instructions** to the **contractor**, provided that approval is sought from the **employer** for any revision of the **date for practical completion** and adjustment of the **contract value**, regarding:
 - 17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

22.0 LATENT DEFECTS LIABILITY PERIOD

- 22.2. Where termination of this **agreement**, or any **works project**, occurs before the achievement of **final completion**, the latent defects liability period shall end:

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 23.6.2 The cause and effect of the delay on the current date for **practical completion** to the extent that the delay exceeds concurrent delays caused by or at the risk of the **contractor**, where appropriate, illustrated by a change to the critical path of the current **programme**
- 23.7 The **principal agent** shall make all assessments, prepare relevant documentation, make recommendations, advise and enable the **employer** to grant in full, reduce or refuse the **working days** claimed within thirty (30) **working days** of receipt of the claim, and:
- 23.8 Where there is a failure to act within the period [23.7] such claim shall be deemed to be refused. The **contractor** may give **notice** of a disagreement [30.1] where a claim is refused, reduced or there was a failure to act.

25.0 PAYMENT

- 25.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the **final payment certificate**. A **payment certificate** may be for a nil or negative value. The **principal agent** shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of the contract and as described in the Scope of Work.
- 25.10 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within thirty (30) calendar days of the date for issue of the **payment certificate** [CD] including default and/or compensatory interest. The Contractor may submit a fully motivated application regarding more frequent payment the Principal Agent to be submitted to the Employer for consideration. Requests for

more frequent payments will be considered at the sole discretion of Employer and is not a right in terms of this contract.

25.12 For the purpose of the fixed **guarantee for construction** and payment reduction [11.1.2], the value of work executed [25.3.1] and **materials and goods** [25.3.2] shall be subject to the percentage adjustments as stated in the **contract data**.

25.12.1 No clause

25.12.2 No clause

25.12.3 No clause

25.14.2 No clause

25.14.3 No clause

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**, subject to the approval of the **employer**. Where such adjustments require measurement on **site**, the contractor shall have the right to be present.

26.9.5 Adjust the **contract value** according to the contract price adjustment method, if applicable [CD]. Furthermore, if as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents. Similarly, if as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents .. The base month will be the calendar month six months after the tender closing date

26.9.7 Adjust the **contract value** for any **materials and goods** imported from outside the Republic of South Africa based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

26.9.7.1 Adjustment for variations in rates of exchange:

- a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".
- f) When the **Contractor** (or supplier or **sub-contractor**) so obtains forward cover, the **Contractor** shall immediately notify the **Employer** of the rate obtained and furnish the **Employer** with a copy of the foreign exchange contract note.

- g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled “**Price Basis for Imported Resources**” shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- h) The adjustments shall be calculated upon the value in foreign currency in the Contractor’s (or supplier’s or sub-contractor’s) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled “**Price Basis for Imported Resources**”, then the value in column (A) shall be used.

26.9.7.2 Adjustment for variations in Customs Surcharge and Customs Duty:

- a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled “**Price Basis for Imported Resources**” and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the **Contractor** shall advise the **Principal Agent** of any changes which occur.

26.9.7.3 Adjustment for Variation in Labour and Material Costs

- a) If the prices for imported **materials and goods** are not fixed, the **Contractor** shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.
- b) Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.6 Termination of this **agreement**, or any **works project**

27.1.4 Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.

27.1.5 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

27.1.6 Any other fines or penalties levied in accordance with any of the specifications

27.4.1 In case of insolvency of the Contractor, in addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:

27.4.1.1 accept a contractor’s proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or

27.4.1.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

28.0 SUSPENSION BY THE CONTRACTOR

28.1.1 No clause

29.0 TERMINATION

Termination by the employer

29.1 The **employer** may give notice of intention to terminate this **agreement**, or any **works project**, where:

29.1.1 The **contractor** has failed to provide a **guarantee for construction** [CD]

29.1.2 The **contractor** has failed to proceed with the **works** [12.2.17]

29.1.3 The **contractor** has failed to comply timeously with a **contract instruction** [17.0]

29.1.4 The **contractor** has failed to provide, documentary evidence that insurances have been effected [10.3]

29.1.5 The **contractor** is a sole proprietor or a sole member of a Closed Corporation who has died.

29.1.6 A material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.

29.1.7 The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):

29.1.7.1 reports of poor governance and/or unethical behaviour;

29.1.7.2 association with known family of notorious individuals;

29.1.7.3 poor performance issues, known to the Employer;

29.1.7.4 negative social media reports; or

29.1.7.5 adverse assurance (e.g. due diligence) report outcomes.

29.2 Where the **employer** contemplates terminating this **agreement**, or any **works project**, the **employer** or the **principal agent** on instruction from the **employer** shall give **notice** thereof to the **contractor** of a specified default [29.1.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**.

29.3 Where the **contractor** has not remedied a specified default within such period [29.2] the **employer** may forthwith give **notice** to the **contractor** of termination of this **agreement**, or any **works project**

29.11 Where this **agreement**, or any **works project**, is terminated, the **contractor** shall forthwith give **notice** of termination of the **n/s subcontract agreement** to each **subcontractor**

Termination by the contractor

29.14 The **contractor** may give **notice** of intention to terminate this **agreement**, or any **works project**, where the **employer** has failed to:

29.14.1 No clause

29.15 Where the **contractor** contemplates terminating this **agreement**, or any **works project**, the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [29.14.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**

29.16 Where a specified default has not been remedied within such period [29.15] the **contractor** may forthwith give **notice** to the **employer** and the **principal agent** of the termination of this **agreement**, or any **works project**

29.17 Where this **agreement**, or any **works project**, is terminated:

29.17.7 No clause

29.20 Either **party** may give **notice** of intention to terminate this **agreement**, or any **works project**, where:

29.21 The **party** contemplating termination of this **agreement**, or any **works project**, shall give ten (10) **working days' notice** to the other **party**. Where this **agreement**, or any **works project**, is terminated by either **party**:

29.21.3 No clause

30.0 DISPUTE RESOLUTION

30.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** arising out of or concerning the action or inaction of the **employer** (or **principal agent** or an **agent**) or the **contractor**, or any other matter concerning this **agreement**, or any **works project**, (including the validity thereof), either **party** may give a **notice** of a disagreement to the other. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them

30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication

30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant

30.7 No clause

General

30.10 Where the **parties** fail to specify a body to nominate the adjudicator [30.6.1] the referring **party** shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator. Such nomination shall be binding on the **parties**.

AGREEMENT No Clause

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.3 Form of Guarantee for Construction

PERFORMANCE GUARANTEE

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS.

"Contractor" means: :

"Principal Agent" means:

"Works" means: Works Projects which may be allocated in the ???????? Region, individually or as a whole as the context provides, under Framework CONTRACT NO: 10Q/2020/21: TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS.

"Site" means: The sites as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties, and includes the Works Project Agreement.

"Guaranteed Sum" means: The maximum aggregate amount of R150 000.00.(per rigion)

Amount in words: One hundred and fifty thousand Rand.

"Expiry Date" means: The date of issue by the Principal Agent of the last final Practical Completion Certificate for the Works Projects in a region.

CONTRACT DETAILS

Principal Agent issues: Interim Payment Certificates, Final Payment Certificates and the Certificates of Completion of the Works, in respect of individual Works Projects, as defined in the Contract.

PERFORMANCE GUARANTEE

- 1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Principal Agent and/or the Employer shall advise the Guarantor in writing of the date on which the last Practical Completion Certificate of the Works for the Works Projects in a region has been issued.
- 3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;

- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.4 Form of Guarantee for Advance Payment

GUARANTEE FOR ADVANCE PAYMENT

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

"Contractor" means:

"Principal Agent" means: XYZ Architects

"Works" means: CONTRACT NO: 10Q/2020/21 TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

"Site" means: The sites as defined in the contract data.....

"Agreement" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties and includes the Works Project Agreement.

"Plant and materials" means: The Plant and materials stored at places other than the Site, or in respect of which an advance payment prior to manufacture is required, which the Employer has agreed may be subject to advance payment, such Plant and materials being listed in the Schedule of Plant and materials.

"Schedule" means: A list of Plant and materials accompanying the Guarantee for Advance Payment and which shows the value thereof to be included in the Guaranteed Advance Payment Sum.....

"Guaranteed Advance Payment Sum" means: The maximum aggregate amount of R.....

Amount in words:

"Expiry Date" means: The date of the payment certificate where the Plant and materials have been certified as work done by the principal agent

AGREEMENT DETAILS

Principal Agent issues: Interim Payment Certificates and Recovery Statements.

GUARANTEE FOR ADVANCE PAYMENT

- 1. The Guarantor's liability shall be limited to the amount of the Guaranteed Advance Payment Sum.
- 2. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee for Advance Payment and up to and including the Expiry Date or the date of payment in full of the Guaranteed Advanced Payment Sum, whichever occurs first.
- 3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Guarantee for Advance Payment 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;

- 3.2 its obligation under this Guarantee for Advance Payment is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Advance Payment Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee for Advance Payment, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Guarantee for Advance Payment is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Guarantee for Advance Payment is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee for Advance Payment on account of any conduct alleged to be prejudicial to the Guarantor.
9. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
10. This Guarantee for Advance Payment is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
11. This Guarantee for Advance Payment, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

12. Where this Guarantee for Advance Payment is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

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Schedule of Plant and materials

For use with Guarantee for Advance Payments on contracts using the JBCC Edition 6.1 Principal Building Agreement.

Employer The City of Cape Town, TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

Contractor

Works Works Project No. 10Q/2020/21 WP-01: ??????????????????, to be executed in the ??????????? under Framework CONTRACT NO: 10Q/2020/21: TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

Payment Certificate No.

Advance payment is requested in respect of the following items of Plant and materials, which have been manufactured and are stored at places other than the Site, or in respect of which a deposit with order is required from the Contractor by a manufacturer/supplier:

Bill of Quantities item no.	Description of Plant and materials	Deposit with order required (Y/N)	Place of storage (or manufacture, if deposit with order is required)	Unit	Quantity	Unit price R c	Total Price R c	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
/	/	/	/	/	/	/	/	
Total Value of Plant and materials to be included in Guaranteed Advance Payment Sum							R	

Signed at on theday of.....20.....

.....
for the Contractor

.....
As witness

.....
Approved by Principal Agent

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.5 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I,, representing

..... , as an employer
in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at on the day of 20

Witness

Mandatory

Signed at on the day of 20

Witness

for and on behalf of
City of Cape Town

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.6 Protection of the Environment Declaration

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO: 10Q/2020/21

CONTRACT TITLE: TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

I/ we,.....{Contractor} record as follows:

1. I/ we, the undersigned, do hereby declare that I/ we am/ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, I/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as I/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, I/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. I/ we declare that I/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that I/ we understand my/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. I/ we also declare that I/ we have made appropriate provision in my/ our pricing of the Schedules of Rates items for the Environmental Management Programme.
4. I/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to me/ us, such amounts (hereinafter referred to as fines) as the Principal Agent shall certify as being warranted in view of my/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Principal Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Principal Agent shall, with respect to any fine imposed, provide me/ us with a written statement giving details of the offence, the facts on which the Principal Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

Signed Date.....
CONTRACTOR

CITY OF CAPE TOWN

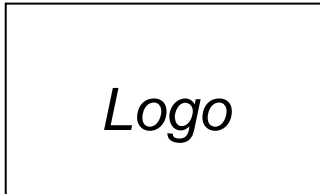
DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.7 Insurance Broker's Warranty

Pro Forma



Letterhead of Contractor's Insurance Broker

Date _____

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO: 10Q/2020/21

CONTRACT TITLE: TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS
AND SWITCHING STATIONS

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: _____

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.8 Contract of Temporary Employment as Community Liaison Officer

Construction CONTRACT NO: 10Q/2020/21: TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

PROJECT.....

AGREEMENT made between the CONTRACTOR and the Community Liaison Officer....., hereafter referred to as the CLO, for the appointment and employment of a CLO for the duration of the work in respect of the above named construction contract.

1. THE PARTIES HAVE AGREED THAT

The CLO will be employed by the CONTRACTOR on a temporary basis for the duration of the work from the date of signing this agreement to the date of practical completion as defined in the Contract, subject to all the conditions set out below.

2. THE DUTIES OF THE COMMUNITY LIAISON OFFICER SHALL BE:

1. to keep the community informed on the progress of the project;
2. to keep the Contractor informed on relevant Community affairs and possible grievances;
3. to manage the recruitment of workers from the Sub-Council Job-Seekers Database;
4. to assist the Contractor's supervisory staff in the management of the workers.

3. THE FOLLOWING CONDITIONS OF EMPLOYMENT SHALL APPLY:

The Conditions of Temporary Employment as applicable on this Contract for the workers recruited from the Community shall apply equally to the CLO, except that the rate of remuneration shall be **R365.00.** per working day. These conditions that apply are listed below as they appear in the Contract of Temporary Employment:

- 3.1 If required to work on a statutory public holiday or Sunday the payment will be double the amount stated in the previous paragraph.
- 3.2 Maximum hours of work:
 - (i) 9¼ hours per day
 - (ii) 45 hours per week;
 - (iii) 5 days per week;
 - (iv) 5 hours without an interval, whereupon there shall be an interval of at least 30 minutes;
 - (v) A spread-over period of 12 hours.
- 3.3 The CLO shall be entitled to payment where he is prevented from working by reasons which are within the control of the Contractor.
- 3.4 On days when it is raining the Contractor may, before 9 a.m., decide not to open the site and there will be no pay.

If the Contractor closes the site between 9 a.m. and 1 p.m., the CLO will be paid half the daily wage.

If the site works later than 1 p.m., the CLO will be paid the full daily wage.

- 3.5 Workers and the CLO will not be permitted to work under conditions of:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) criminal actions by the employee;
 - (v) strike action or political stayaways.
- 3.6 Workers, including the CLO, may be dismissed after two official written warnings for the following behaviour:
- (i) undisciplined or unruly behaviour;
 - (ii) insubordination to Team Leader, Supervisors or Management;
 - (iii) abuse of intoxicating substances;
 - (iv) wilful or negligent damage to or loss of machines or equipment.
- The Contractor shall ensure that he has statements from at least two witnesses concerning any of the above situations.
- The Contractor shall inform the CLO within 24 hours of any warning issued to workers employed from the Job-Seekers Database.
- 3.7 The CLO will be paid on a Friday afternoon every two weeks, one week in arrears.
- 3.8 The CLO shall be given a statement with each payment on which is recorded:
- (i) the name of the Contractor;
 - (ii) the CLO's name;
 - (iii) the number of days worked by the CLO;
 - (iv) the rate per day;
 - (v) the details of any deductions made;
 - (vi) the actual amount paid to the CLO.
- 3.9 No deduction shall be made from the remuneration except where the CLO consents in writing or unless the Contractor is permitted or required to do so by law or the order of any competent court.
- 3.10 The CLO shall be supplied free of charge with all health and safety equipment required by the Occupation Health and Safety Act. The equipment shall remain the property of the Contractor.
- 3.11 The Contractor must give the CLO at least one week's notice of the termination of the Contract of Temporary Employment. If this is not done, the CLO must be paid earnings for five days. This condition does not apply if the CLO is dismissed.
- 3.12 At the end of the period of temporary employment, the Contractor shall provide a Certificate of Service recording the Contractor's name, the CLO's name and address, the period of service, the type of work on which the CLO was engaged and the rate of remuneration on termination.

4. TERMINATION OF AGREEMENT

- 4.1 If the CLO can no longer perform and execute his/her duties as detailed in this agreement, this agreement will be terminated without prejudice to any rights under this agreement.

5. THE CONDITIONS OF THIS AGREEMENT

- 5.1 The parties expressly declare that this agreement contains all the conditions negotiated between them, and no condition or stipulation not contained herein shall be binding upon the parties.

6. **THUS AGREED AND SIGNED BY THE PARTIES:**

Contractor:

Community Liaison officer:

Date:

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C1.9 Works Project Acceptance/Refusal Notice

Should the contractor accept the work opportunity, he shall do so on this form as part of his Works Project offer.

Should the contractor wish to refuse the work opportunity, he shall do so on this form, which must be returned to the offices of the Principal Agent as soon as possible, but not later than the date for submission of the offer.

The contractor who fails to submit a refusal notice, or an offer, by the due date will be **excluded** from further participation in the work allocation process.

I/We herewith

Accept	<input type="checkbox"/>	}	Tick applicable box
Refuse	<input type="checkbox"/>		

the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Project contract document.

I/We accept that no contractor will be allocated work unless the contractor has demonstrated to the satisfaction of the Employer that he has the resources, including a site specific construction manager, required for this Works Project.

I/We agree to the construction time period specified in the Scope of Work.

CONTRACTOR'S NAME:

AUTHORISED CONTACT PERSON (NAME):

SIGNATURE:

DATE:.....

Part C2: Pricing Data

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C2.1 Pricing Assumptions.....	125 – 126
C2.2 Schedules of Rates	41 – 42

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

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C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this framework contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices (rates).

These Pricing Assumptions are applicable to the Schedules of Rates in this document. Pricing Assumptions applicable to the Bills of Quantities in Works Project contract documents are provided in such documents.

1. The Schedule of Rates have been drawn up in accordance with the latest edition of the "Standard System of Measuring Building Work published by the South African Association of Quantity Surveyors.

Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the "General Preambles for Trades 2017".

2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. No quantities are set out in the Schedules of Rates and the Contractor will be required to undertake whatever quantities may be directed by the Principal Agent from time to time in the relevant Works Project. The final Contract Price for each completed Works Project shall be computed from the actual quantities of work done, valued at the relevant rates (refer to Clause 10 in these Pricing Assumptions in this regard).
4. Rates inserted in the Schedules of Rates are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith shall be provided for and included in the rates tendered for such items.

6. A rate is to be entered against each item in the Schedules of Rates for the regions selected by the Tenderer. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.

7. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

mm	=	Millimetre	h	=	hour
m	=	Metre	kg	=	kilogram
km	=	Kilometre	t	=	ton (1000 kg)
km-pass	=	kilometre-pass	No.	=	number
m2	=	square metre	sum	=	lump sum
m2.pass	=	square metre-pass	MN	=	meganewton
ha	=	Hectare	MN.m	=	meganewton-metre
m3	=	cubic metre	P C sum	=	Prime Cost sum
m3.km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
l	=	Litre	%	=	per cent
kl	=	Kilolitre	kW	=	kilowatt
MPa	=	Megapascal	day	=	Working day
kPa	=	Kilopascal			

8. **Tenderers are only to price their Regions of Preference as they have indicated on the relevant returnable schedule, in accordance with clauses C.1.6.1 and C.2.10.5 in Part T1.2 Tender Data.**

9. Tenderers shall provide rates for the execution of items as specified in the Schedules of Rates. Unless otherwise described in the items in the Schedules of Rates, all rates (sums in particular) apply to individual Works Project contracts. Framework Contract pay items shall be initial one-off payments in the Framework Contract.

The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2 Tender Data, as well as in the allocation of individual Works Projects in accordance with Clause 2.6 in Part C1.2 Contract Data and the Procedures for the allocation of Works Projects referred to therein.

10. Tenderers shall provide rates (excluding VAT) for each required rate category (if provided) for each item specified in every schedule in the Schedules of Rates applicable to the region(s) tendered for (refer to clause C.2.10.5 in Part T1.2 Tender Data). Prime Cost and Provisional Sums will be multiplied by a factor (quantity) to be provided by the Employer at Works Project stage only.

11. Tenderers are referred to clause C.1.6.1 in Part T1.2 Tender Data with regard to working within the boundaries of the four regions identified within the City of Cape Town municipal area, as shown on the drawings and as tabled therein.

Rates submitted in the respective Schedules of Rates shall apply to Works Projects executed anywhere within that specific region.

12. The Employer will only order those quantities of work items, which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.

13. The procedures for allocation of Works Projects are specified in Part C1.2 Contract Data (refer to Clause A2).

14. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Schedules of Rates which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his tender in the place of handwritten priced Schedules of Rates.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account.

The pages of the issued Schedules of Rates should not be removed from the tender document.

15. Tenderers are referred to Clause E8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.

16. Tenderers are referred to Clause 25 in Part C1.2 Contract Data regarding contract price adjustment.

Part C3: Scope of Work

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Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, particular specification or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work (Parts C3.1, C3.4, C3.5 and C3.6)
Model Preambles for Trades 2008

C3.1 Description of the Works

CONTENTS

- 3.1.1 EMPLOYER'S OBJECTIVES
- 3.1.2 OVERVIEW OF THE WORKS
- 3.1.3 EXTENT OF THE WORKS
- 3.1.4 LOCATION OF THE WORKS
- 3.1.5 TEMPORARY WORKS

3.1.1. EMPLOYER'S OBJECTIVES

Work covered by this specification involves Concrete Floor Modifications at various Substation and Switching Stations within the three Regions North, South and East in the City of Cape Town Municipal area as and when required.

3.1.2. OVERVIEW OF THE WORKS

The Works are for the Concrete Floor Modifications at various Substation and Switching Stations within the three Regions North, South and East in the Municipal area as and when required by the City of Cape Town for the duration of the term tender contract, and are to be executed by the highest ranked available contractors in the framework contracts for the particular regions, who are allocated Works Projects on a "winner-takes-all" basis (as described in the Tender Data and Contract Data) with a winner and standby panels of contractors in each of three regions identified in the Municipal area.

3.1.3. EXTENT OF THE WORKS

Work items under this term tender contract may include any one or more of the following:

General items

- Establishment on site by the Contractor
- The supply of labour, tools, equipment, materials and supervision to complete the work
- Setting out of the Works
- Accommodation of vehicular traffic and pedestrians during all construction work
- Maintenance of the works during and after construction.

The Works that are to be carried out will be specified in Works Project contract documents as and when required and as provided for in the Schedule of Rates therein. However, if during the course of construction conditions are found to differ from those anticipated, the Principal Agent may modify the scope of the work to suit the prevailing conditions and circumstances.

3.1.4. LOCATION OF THE WORKS

The Employer intends to appoint three tenderers (the highest ranked tenderer ("the winner") and in addition a standby panel of two tenderers) for each region for the allocation of work on a "winner-takes-all" basis in terms of the definitions in C.1.6.1 above, but reserves the right to appoint fewer tenderers to the standby panel, or not to appoint a winner and/or standby panel at all, for a region or regions

The Employer reserves the right to offer a tenderer more than two regions (refer to C.3.11.4 a).

Each Contractor will be required to work in the region identified, i.e. North, South and East, within the boundaries of the City of Cape Town Municipal area, as shown on the drawings.

3.1.5 TEMPORARY WORKS

Temporary works, if any, will be described in the Works Project Document.

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C3.2 Engineering

CONTENTS

- 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX
- 3.2.2 EMPLOYER'S DESIGN
- 3.2.3 DESIGN BRIEF
- 3.2.4 DRAWINGS
- 3.2.5 DESIGN PROCEDURES

3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Designs will generally be done by the Employer or his agents.

3.2.2 EMPLOYER'S DESIGN

The Employer, or his agents, will generally provide all architectural and engineering designs. The contractor will be issued with one paper copy of all designs free of charge. Any additional copies must be paid for directly by the contractor to the relevant party.

3.2.3 DESIGN BRIEF

The Contractor is not expected to do any design work under this contract.

3.2.4 DRAWINGS

Construction drawings will, in terms of the Conditions of Contract, be issued to the Contractor by the Principal Agent, as appropriate, prior to the date for commencement with Works execution, and from time to time as required.

The Works shall be constructed in accordance with the issued design drawings, if any.

3.2.5 DESIGN PROCEDURES

The Contractor is not expected to do any design work under this contract.

C3.3 Procurement

CONTENTS

- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

1. PREFERENTIAL PROCUREMENT

The Works, and Works Projects, shall be executed in accordance with the conditions associated with the granting of preferences detailed in the **Preference Schedule** where preferences are granted in respect of B-BBEE contribution.

The declarations made in the **Preference Schedule** of the framework contract will be used in the evaluation of tender offers as described in clause C.3.11 in Part T1.2 Tender Data.

Financial penalties, as described in the **Preference Schedule**, shall be applied in the event that the Contractor is found to have breached and of the conditions contained in the **Preference Schedule** (unless proven to be beyond the control of the Contractor).

Notwithstanding the application of penalties, the Contractor's attention is drawn to other sanctions that may be applied by the Employer (listed in the **Preference Schedule**) with due consideration to the circumstances.

2. SUB-CONTRACTING PROCEDURES

2.1 Monitoring the use of sub-contractors

Notwithstanding the restriction on sub-contracting as described on the **Preference Schedule**, it is recognised that sub-contracting is an integral part of construction, which the conditions of contract make provision for.

In order, however, to comply with the requirements of the **Preference Schedule**, the Contractor shall submit to the Principal Agent, on a monthly basis, a **B-BBEE Sub-contract Expenditure Report**. The format of this report is provided in Annex 2 attached.

The Contractor shall submit to the Principal Agent documentary evidence in accordance with the applicable codes of good practise of the B-BBEE status level of every sub-contractor employed by the Contractor. Until such time as documentary evidence as described above has been submitted to the Principal Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

The Contractor shall furthermore, on the written request of the Principal Agent, provide documentary evidence showing the value of work sub-contracted to any or all of the sub-contractors employed by the Contractor.

2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime cost items have been provided in the Bills of Quantities in the Works Project contract document, and where the work or items to which the allowances relate are to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:

Where the monetary allowance is less than or equal to R300 000, the Contractor shall invite three quotations from suitably qualified sub-contractors/suppliers for the required work or items. The selection of the three sub-contractors/suppliers shall be in consultation with, and to the approval of the Principal Agent. The evaluation of the quotations received must include a preference points system as described in C.3.11 of the Tender Data.

Where the monetary allowance is in excess of R300 000, an open competitive tender process shall be followed in respect of the selection of a sub-contractor/supplier for the required work or items. In such circumstances, tender documentation will be prepared by the Principal Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Principal Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Principal Agent in consultation. The evaluation of the offers received must include a preference points system as described in C.3.11 of the Tender Data. The Contractor must satisfy him/herself that the selected sub-contractor/supplier can meet the requirements of the sub-contract /supply agreement and may, on reasonable grounds, elect not to employ a particular sub-contractor/supplier.

In both instances above (less than or equal to R300 000 or in excess of R300 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in Clause 4.4.3 of the General Conditions of Contract.

C3.4 Construction

CONTENTS

- 3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS
- 3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS
- 3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
- 3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS
- 3.4.5 LOCAL PRODUCTION AND CONTENT
- 3.4.6 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.7 UNIVERSAL ACCESS

3.4.1 TRADE NAMES OR PROPRIETARY PRODUCTS

Bid specifications may not make any reference to any particular trade mark, name, patent, design, type, specific origin or producer, unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the words "or equivalent".

TENDERERS MUST NOTE THAT WHEREVER THIS DOCUMENT REFERS TO ANY PARTICULAR TRADE MARK, NAME, PATENT, DESIGN, TYPE, SPECIFIC ORIGIN OR PRODUCER, SUCH REFERENCE SHALL BE DEEMED TO BE ACCOMPANIED BY THE WORDS 'OR EQUIVALENT'

3.4.2 APPLICABLE STANDARDISED SPECIFICATIONS

The "Model Preambles for Trades (2008 Edition)" recommended and published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in the Schedules of Rates and Bills of Quantities, with amendments as follows:

References to "Architect" in the Model Preambles are to be read as "Principal Agent".

Tenderers who are not familiar with the aforesaid "Model Preambles for Trades" are advised to obtain a copy thereof from The Association of South African Quantity Surveyors, P.O. Box 3527, Halfway House, 1685 - telephone (011) 315-4140, before a Tender is submitted.

The work covered by this specification shall comply with the latest revisions of the following standards:

Where South African National Standards (SANS) specifications or a code of practice exists it must be adhered to and no costs thereof are to be accounted for in the contractor's rates.

The following acts, regulations and specifications shall take prevalence unless stated otherwise in the document or Schedule of Rates:

SANS 10400, the code of Practice for the Application of the National Building regulations.

Local Municipal Fire Regulations.

Local Municipal by laws.

Relevant Regulations of the Department of Post and Telecommunication.

SANS 10111; Engineering Drawings, Part 1: General Principles.

National Environmental Management Act 1998 (Act 107 of 1998).

Where reference is made to any Code of Practice or Standard in this document the latest edition or amendment shall be applicable, except where specified to the contrary. This list is not inclusive and

the contractor shall apply such other standards and regulations he seems fit to deliver a fit for use product

Occupational Health and Safety Act of 1993

NRS 040-3:2002 Part 3: Model Regulations for Responsible Persons. Responsible Persons NRS 040-3:2002 needs to be separate individuals for each region.

SANS 724 Personal protective equipment and protective clothing against the thermal hazards of an electric arc (Contractor must comply with this standard).

3.4.3 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

Work covered by this specification involves Concrete Floor Modifications at various Electrical Substation and Switching Station Buildings within the three regions North, South and East of the City of Cape Town Municipal Area for a period of 36 months from date of commencement of tender, as follows:

The work tendered for will be inside the present boundaries of the City of Cape Town Electricity Areas as indicated on the attached plan (Site Information).

Council reserves the right to award only one area to one contractor (more than one contractor may be appointed). The final appointment of contractors in the various areas will be at the discretion of the Council.

3.4.3.1 SCOPE OF WORK

3.4.3.1.1 The work covered by this specification involves the saw cutting and make good of reinforced concrete slabs in various Utility Services facilities within the said areas of supply.

3.4.3.2 CO-ORDINATION OF WORK

3.4.3.2.1 Unless inconsistent with or expressly indicated otherwise by the context:

“Department’s Representative” shall mean the Director: Electricity Generation and Distribution for the time being appointed by the Municipality, acting personally or by duly authorized deputy on behalf of the Municipality.

3.4.3.2.2 The successful Tenderer shall be required to attend site meetings with the Department’s Representative in order to clarify the extent of work to be undertaken.

3.4.3.2.3 The work tendered for will be inside the present boundaries of the City of Cape Town Electricity Areas as indicated on the attached plan (Site Information).

3.4.3.2.4 The City of Cape Town intends appointing up to three (3) contractors to perform construction works under this contract. The City reserves the right to appoint more than one area to a contractor. The contractors shall be responsible for construction works in the allocated areas, if a contractor is awarded more than one area they shall have dedicated teams for the particular area awarded. The final appointment of contractors in the various areas will be at the sole discretion of the City.

3.4.3.2.5 The contractor will submit a site specific health and safety plan for each project at each site. The contractor will be responsible for the cost of the health and safety plan.

3.4.3.2.6 National Building Regulations: It is now law that plans be submitted for all new building work that includes boundary wall and fencing.

3.4.3.2.7 The Contractor must liaise with the Project Managers to agree on a start and finish date for the project.

3.4.3.2.8 The Contractor is responsible for the safety and security of his own staff, materials and tools.

3.4.3.2.9 No work is to start without an approved Site Specific Health and Safety Plan.

3.4.3.3 ACCESS

3.4.3.3.1 Responsible Person

The successful Contractor shall be responsible for the safety of his staff working on site and shall comply with the use of electrical machinery in hazardous locations, in terms of Electrical Machinery. Regulation 8 of Act 85 of OHS Act 1993. In the case of a specialized electrical installation that it is verified and tested by an accredited person whom shall be a master installation electrician in terms of Electrical Installation Regulations.

3.4.3.3.2 The successful Tenderers are required to comply with NRS 040-3:2002 Part 3: Model regulations

3.2.41 Supervision, 4.4.3 Access to hazardous/prohibited areas. The Contractor must have in employment at least one (1) Accredited/Responsible Persons per Region. Responsible Persons NRS 040-3:2002 needs to be separate individuals for each region. Cost for training can be obtained from Selwyn Scholtz Cell Number 084 432 2564.

- 3.4.3.3.3 The Department's Representation and the Tenderers NRS 040-3 Responsible Person shall arrange for access to the substation sites. The contractor's Responsible Person will explain the nature of work and the dangers attached thereto to all workers who will be engaged in this work and then complete the workers' register.
- 3.4.3.3.4 A Contractor's NRS 040-3 Responsible Person needs to be on every construction site during construction. Should no Contractor's Responsible Person be present the Project Manager will immediately close down the site.
- 3.4.3.3.5 The Contractor's Responsible Person shall ensure no unauthorized entry to the substation site. The sites are generally in close proximity to equipment operated at high voltages. The Contractor shall take note of the possibility of induced currents and voltages in certain materials.
- 3.4.3.3.6 The Contractor shall give reasonable forewarning to the SITE CUSTODIAN, when the plant and / or apparatus must be de-energized or energized.
- 3.4.3.3.7 The Contractor shall be responsible for the safety of his staff working on site and shall comply with the use of electrical machinery in hazardous locations, in terms of Electrical Machinery Regulation 8 of Act 85 of OHS Act 1993.
- 3.4.3.3.8 In the case of a specialised electrical installation that is verified and tested by an accredited person whom shall be a master installation electrician in terms of Electrical Installation Regulations.
- 3.4.3.3.9 Before removing any plant from operation, and putting any plant into operation, the Contractor shall first comply with the Permit to Work System and then satisfy himself as to the correctness of all connections between the plant and apparatus supplied under this Contract.
- 3.4.3.3.10 The Contractor shall provide all necessary barriers to restrict staff from entering identified danger zones. In substations the barriers shall be at least 1,2 m high and constructed from electricity non-conductive material. The maximum height shall be such as to maintain the required clearances from live parts.
- 3.4.3.3.11 All rigid items longer than 1,5 m shall be carried below shoulder height by at least two people, one at each end, to prevent wayward movement and contact with or close proximity to live equipment.
- 3.4.3.3.12 The safety clearances stipulated in the NRS 060 shall be maintained at all times.
- 3.4.3.3.13 Vehicles on site shall be driven under the close supervision of the site supervisor to ensure that the safety clearances are not infringed at any time.
- 3.4.3.3.14 The Contractor shall ensure no unauthorized entry to the substation site.

3.4.3.4 EXISTING SERVICES AND UNDERGROUND CABLES

- 3.4.3.4.1 Contractor shall assume full responsibility for damages to Council property.
- 3.4.3.4.2 The Contractor shall bear the cost of any damage as a result of their activities.
- 3.4.3.4.3 Prior to the commencement of any work the Tenderer/contractor will be required to contact the Electricity Department to obtain plans indicating the location of electrical services (wayleaves).
- 3.4.3.4.4 Before any work is undertaken on each site the Electrical Support Services Supervisor / Project Manager must be contacted to arrange for on-site identification of all electrical services.
- 3.4.3.4.5 The Tenderer shall assume full responsibility in case he or any person in his service is directly or indirectly responsible for any damage caused to any existing services.
- 3.4.3.4.6 The Tenderer shall bear the cost of any such damage. A deposit for the amount of R15 000 for the duration of the tender period shall be lodged with the Executive Director: Finance to cover possible damage to electrical services. In this regard, the Electrical Support Services Supervisor may be contacted should any of the cables be damaged, the cost of repairs will be claimed against the guarantee/deposit and a new guarantee/deposit must be lodged with the Executive Director: Finance before any further work is undertaken.
- 3.4.3.4.7 The removal of vegetation must be carried out by careful hand excavation.
- 3.4.3.4.8 The Contractor assumes full responsibility in case any person in his service is directly or indirectly responsible for any damage caused to services and equipment in the substation grounds. The Contractor shall bear the

cost of any damage as a result of their activities.

- 3.4.3.4.9 Where excavations are required for the removal of trees and bushes no work is to be carried out without prior permission of the Project Manager.
- 3.4.3.4.10 The Engineer will indicate the position of the existing live low voltage (excluding house connection cables), medium voltage and high voltage underground cables. The Contractor shall expose the cables carefully by hand before relocating the cables to the required positions.
- 3.4.3.4.11 Extreme care is to be taken when working in the vicinity of services. Any damage to services occasioned in the course of the works will be made good by the appropriate service authority and the cost thereof will be deducted, in the first instance, from amounts due to the contractor in terms of this contract.
- 3.4.3.4.12 The Contractor shall ensure that all exposed low voltage, medium voltage and high voltage cables and structures are protected against mechanical damage at all times. Damage to any existing services shall be rectified at the sole cost of the Contractor and to the satisfaction of the Engineer.
- 3.4.3.4.13 No spikes, stakes or pegs may be driven into the ground unless it has been ascertained that safety clearances will be maintained and that no damage will be caused to underground cables or other services.
- 3.4.3.4.14 The Principal Contractor shall develop, implement and maintain Security – and Site Access Control rules and procedures throughout the construction period. Access control shall include the rule that non-employees will not be allowed on site unaccompanied

3.4.3.5 SITE SECURITY

- 3.4.3.5.1 The Contractor shall provide security personnel, on a 24 h basis, for the duration of the work on site to ensure the security of the Site and the Works, including all exposed services and materials on site. The number of security personnel employed shall be sufficient to ensure an effective service. Security personnel shall be issued with communication devices to enable them to contact their supervisors in the event of an emergency.
- 3.4.3.5.2 The Contractor shall ensure that no member of the public or other unauthorised person enters the site at any time and shall ensure that access to the site is closed and locked at all times.

3.4.3.6 SAFETY PRECAUTIONS

- 3.4.3.6.1 All apparatus, materials supplied and work performed under this Contract shall comply with the current requirements of the Occupational Health and Safety Act (Act 85 of 1993) of the Republic of South Africa, as revised, and the regulations issued there under, and any regulations issued in modification or substitution thereof.
In addition, they shall comply with any other requirements having the force of law to which the Municipality of the City of Cape Town is subject.
- 3.4.3.6.2 Prior to the commencement of work, the successful Tenderer will be required to appoint a competent person to sign the attached Agreement in respect of work to be performed by a Mandatory.

3.4.3.7 PROTECTIVE CLOTHING

- 3.4.3.7.1 The Contractor must provide all protective clothing for his employees. This is to include overalls, boots and any other protective clothing required.

3.4.3.8 WORKMANSHIP AND BEHAVIOUR

- 3.4.3.8.1 All sites must be maintained in an acceptable state for the duration of the period of the contract. The Contractor shall restore and leave the work area clean and tidy at the end of each working day. This shall include the removal of staff personal effects and remnants of waste materials, cold drink cans and meal leftovers etc.
- 3.4.3.8.2 If deemed necessary by the Department's Representative, sites may be required to be cleared more than once during the tender period, at no additional cost.
- 3.4.3.8.3 Employees and Contractors are required to be courteous and exhibit a professional attitude on site, and shall be dressed neatly in a uniform manner that would reflect professionalism.
- 3.4.3.8.4 Any potential inconvenience to any member of the public relative to the work to be carried out must be discussed with the member of the public before the commencement of work.
- 3.4.3.8.5 Repeated non performance by a Contractor will result in the suspension of the Contract.

3.4.3.8.6 No work shall be undertaken without prior approval of the Project Manager and a CoCT Purchase Order be issued to the Contractor.

3.4.3.9 EXPERIENCE AND EQUIPMENT OF CONTRACTOR, SUB-CONTRACTORS AND WORKMEN

3.4.3.9.1 Construction works contracts will only be issued to contractors who, in the opinion of the ESS Project Manager have had adequate previous experience in work of a similar type or size comparable with the works and who also have the necessary plant, key personnel and equipment to carry out the works.

3.4.3.10 ALTERATIONS, ERASURES OR ADDITIONS

3.4.3.10.1 No alterations, erasures or additions of any kind whatsoever shall be made by the Contractor in, from or to any part of this Specification and should any such alteration, addition or erasure be made the same will not be recognized by the Project Manager. Any conditions of tender, contract or sale embodied in the Tenderer's stationery, eg. on the reverse of a covering letter etc, will also be disregarded.

3.4.3.11 WORK TO BE SUPERVISED BY A QUALIFIED REPRESENTATIVE

3.4.3.11.1 The execution of the works on each site shall be supervised by qualified Site Foreman of the Contractor who has thorough experience of the type of work covered by this Specification.

3.4.3.11.2 The Contractor's Site Foreman shall not leave the Site for a prolonged period or permanently without the approval of the Project Manager which shall not be unreasonably withheld, provided the progress, quality or safety of the Works shall not be affected thereby.

3.4.3.11.3 The Contractor's Site Foreman shall acquaint himself with the safety standards at Substation grounds and ensure that all personnel reporting to him are fully conversant with the standards. Refer to the attached notification for new staff arriving on site.

3.4.3.12 CONTRACTOR TO PROVIDE EVERYTHING NECESSARY

3.4.3.12.1 The Contractor shall provide everything necessary for the proper execution and due fulfilment of the Contract according to the true intent and meaning of the Specification, whether the same may or may not be particularly described in the Specification.

3.4.3.13 LOCAL AND OTHER AUTHORITIES

3.4.3.13.1 The Contractor shall conform to the provisions of all laws and to the provisions of all regulations and by-laws of the Municipality or of any other local authority relating to the Works.

3.4.3.14 CONTRACTORS YARD AND OFFICE

3.4.3.14.1 The successful Tenderer may provide lock-up facilities for his equipment and may construct an office to the Project Managers' approval for his own use and shall make his own arrangements if he requires a telephone.

3.4.3.15 GENERAL INFORMATION

3.4.3.15.1. The Occupational Health and Safety Act No. 85 of 1993 comprises Sections 1 to 50 and all un-repealed Regulations made under Section 35 of the former Machinery & Occupational Safety Act No. 6 of 1983, as amended, as well as other Regulations which may be promulgated in terms of the new Act.

3.4.3.15.2 "Mandatory" is defined as include[ing] 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 or machinery]. (Section 1 of the Act)

3.4.3.15.3 Section 37 of the Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatory (contractors) save where (in terms of Section 37(2) of this Act) a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the Mandatory with the provisions of this Act.

3.4.3.15.4 To perform in terms of this agreement the Mandatory must be familiar with the relevant portions of the Act.

3.4.3.15.5 Mandatory who utilize the services of their own Mandatory (subcontractors) is advised to conclude a similar agreement with their Mandatory.

3.4.3.15.6 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.

3.4.3.16 GENERAL OBLIGATIONS

- 3.4.3.16.1 The Contractor will be requested to supply the copies of identity documents of all his employees who will be working on site. These employees will be expected to abide by the rules and requirements of the access system in force at the Substation grounds.
- 3.4.3.16.2 The Electricity District System operates on a Permit to Work system and the Contractor shall be expected to apply for and clear a Permit to Work at the start of each Substation Site and arrange sign off on completion of this contract respectively.
- 3.4.3.16.3 The Contractor shall supply the Municipality with safety checks and operational procedures, for approval, before any work can be performed on the equipment.
- 3.4.3.16.4 The Chief Executive Officer of the successful Contractor shall sign the form of undertaking in respect of the Occupational Health and Safety Act (Act 85 of 1993) terms of section 37(2). Proof of such appointment shall be submitted, on the attached form (CEO 37(2)) to the Engineer before work will be allowed to commence.
- 3.4.3.16.5 The successful Contractor shall be responsible for regular safety inspections of any ladders, scaffolding, extension leads and portable electric tools, used by his staff. He/she shall ensure that his/her staff are properly supervised and follow recognised safe working procedures as dictated by working conditions.
- 3.4.3.16.6 The Municipality's Representative shall be allowed to inspect any equipment and tools for suitability. Should the equipment or tools prove to be unsafe or be liable to endanger the health and safety of personnel then the Contractor shall be obliged to desist of such unsafe methods and repair or replace tools.
- 3.4.3.16.7 The Contractor shall employ only regular and duly qualified persons to do such work which is usually performed by skilled workmen in contracts of like nature.
- 3.4.3.16.8 The Contractor shall be responsible for keeping all persons under his control including personnel employed by sub-contractors within bounds and shall at his own expense take all requisite precautions in regard thereto.
- 3.4.3.16.9 The Contractor commits himself, as far as reasonably, Comply with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and any other Legislation and Standards.
- 3.4.3.16.10 The contractor also need to provide proof of registration and good standing with an accredited Compensation Insurer such as Federated Employers Mutual (FEM) or the Compensation Commissioner before commencement of work.
- 3.4.3.16.11 The contractor must also provide the client with the original Health and Safety File when work is completed.
- 3.4.3.16.12 The contractor must also submit a register to the client Indicating the type and quantity of Asbestos waste disposed off.

3.4.3.17 CONTRACTOR'S PLANT

- 3.4.3.17.1 Before putting any plant in operation or removing any plant from operation, the Contractor shall first comply with the Permit to Work system and then satisfy himself as to the correctness of all connections between the plant and apparatus supplied under this Contract and shall give reasonable forewarning to the Engineer, when the plant and/or apparatus is ready to be de-energised or energised.

3.4.3.18 ELECTRICITY, WATER AND OTHER SERVICES

- 3.4.3.18.1 Electricity and water supplies, within the building proximity, shall be available and may be used by the Contractor, subject to availability and any conditions or restrictions the Project Manager may impose.
- 3.4.3.18.2 The Municipality shall be responsible for the following :-
- (i) The identification and provision of any plant of interfacing equipment.
 - (ii) Supporting documentation, information on the existing plant.
 - (iii) Supervision and assistance during the installation and commissioning of the proposed equipment or services rendered.
 - (iv) Supervision of Contractor's work performance on and in certain instances at the Contractor's premises.
 - (v) Obtaining references of previous similar work done by the Contractor and where necessary the inspection of the Contractor's premises and facilities.

3.4.3.19 TECHNICAL SPECIFICATIONS

- 3.4.3.19.1 Saw cutting through reinforced concrete slabs in depth of:
- 100 mm
 - 150 mm
 - 200mm
- 3.4.3.19.2 Demolish concrete slabs and cart away.
- 3.4.3.19.3 Excavate Trenches to the required depth and cart away. (As per Drawing Supplied)
- 3.4.3.19.4 Make floor good using 15 MPa mass concrete to match existing floor thickness.
- 3.4.3.19.5 Build a double brick support wall to the underside of the existing floor slab using NFX bricks.
- 3.4.3.19.6 Level concrete floor using a cement screed not less than 30 mm thick in a ratio of 2:1. Floor area must be level and straight with maximum tolerance of 3mm over the entire length and width of the floor.
- 3.4.3.19.7 Apply self-levelling epoxy flooring compound, dark green colour at a minimum of 4mm thickness. This compound must have a self-smoothing two part, non solvent epoxy with high flow properties and excellent durability. This self-levelling epoxy compound must resist acids, oils, greases, jet fuels and hydraulic fluid. It must have good impact and abrasion resistance. It must have an anti – skid finish. Levelling of floor should not exceed 3 mm in 1 000 mm. The self-levelling epoxy compound must have the following minimum technical properties:
- | | |
|-------------------------------|---------------------------|
| Tensile Strength: | 16 – 18N/mm ² |
| Flexural Modulus: | 38 – 45 N/mm ² |
| Compression Strength: | 80 +N/mm ² |
| Bond Strength direct Tensile: | 4 – 5 N/mm ² |

3.4.3.20 LEGISLATION

- 3.4.3.20.1 All work must comply with National, Provincial and Municipal Legislation including the Occupational Health and Safety Act. The onus is on the Contractor to familiarize him-self with the relevant legislation and to take responsibility for any actions of his employees seen as contraventions of the Act.
- 3.4. 3.20.2 The Tenderer shall submit a comprehensive written Health and Safety plan. The Health and Safety plan shall include but not be limited to items listed in General Safety Regulations (Clause 16 of Description of Works). The Tenderer must submit the Health and Safety plan with the Tender documentation. Failure to do so will render the Tender null and void.
- 3.4. 3.20.3 Any accident/ incident, however minor, shall be reported verbally to the respective Area Manager immediately followed by a written report within 24 hours.
- 3.4. 3.20.4 No portion of the contract shall be sub-contracted or assigned without the approval or consent of the Project Manager.
- 3.4. 3.20.5 The City of Cape Town is committed to empowering individuals and communities who have been previously disadvantaged. Gender equality, skills transfer and economic empowerment are principles that should govern the Contractor's approach to this contract.
- 3.4. 3.20.6 The Contractor shall be required to provide statistics with regards to number of jobs created particularly in relation to females, youth and the disabled.
- 3.4. 3.20.7 The Contractor shall comply with all laws relating to wages and conditions generally governing the employment of labour in the City of Cape Town.

3.4.3.21 SPECIAL CONDITIONS

- 3.4.3.21.1 The Contractor shall be required to keep records of works enabling him to inform Area Managers of work completed and future works planned.

3.4.3.22 CLEARING

- 3.4.3.22.1 All dead vegetation and grass cuttings must be removed from the site at the end of each day.

- 3.4.3.22.2 No bushes, creepers on fences and trees may be removed from the site without prior consultation with the Department. The Contractor may also be required to consult owners of neighbouring properties regarding the possible removal of such vegetation.
- 3.4. 3.22.3 All rubble, bricks, debris, litter or any other material not belonging in the substation must be removed from the grounds.
- 3.4. 3.22.4 All work shall be carried out in accordance with the regulations of the Occupational Health and Safety Act 1993.
- 3.4. 3.22.5 Any liability arising out of the activities of the Contractor shall be the Contractor's responsibility.
- 3.4. 3.22.6 Where necessary, the Contractor must consult with the owners of adjacent properties affected by the activities of the Contractor.

3.4.3.23 SITE FACILITIES

- 3.4.3.23.1 The Contractor shall be responsible for ensuring that adequate potable drinking water is available on the site at all times, and that arrangements are made to ensure the workers have access to latrine facilities.

3.4.3.24 LATRINES

- 3.4.3.24.1 The Contractor shall, if called upon to do so, provide and maintain proper latrine buildings at his own cost to the satisfaction of the Municipality's Medical Officer of Health. The Contractor shall place these in such positions as the Engineer may direct.
- 3.4. 3.24.2 All sterco and urine, as well as all rubbish, kitchen refuse, etc. shall be removed daily. All receptacles for human excreta shall be provided with tight fitting covers which shall be securely applied during the process of removal and the receptacles shall be thoroughly cleaned and disinfected when empty.
- 3.4. 3.24.3 On completion of the Works the Contractor shall clear away and remove all traces of the said latrines and disinfect the site.
- 3.4. 3.24.4 Any person employed by the Contractor found defecating and/or urinating, except in the places appointed for that purpose, shall be immediately dismissed

3.4.3.25 TOOLS

- 3.4.3.25.1 All tools and equipment including weedkiller sprayers, weed eaters, brush cutters, etc. must be supplied and transported by the Contractor.

3.4.3.26 ATTENDANCE OF SPECIALIST SUBCONTRACTOR (CLAUSE 26.0 ADJUSTMENT TO THE CONTRACT VALUE)

- 3.4.3.26.1 **JBCC SERIES 2000 - Principal Building Agreement: Clause 26.2.3**
Where 26.2.1-2 cannot be used such work shall be priced at new rates that take into account the labour, engineering, drawings, material, transport and plant necessary for executing the work plus an allowance of ten per cent (10%) mark-up thereon.
- 3.4.3.26.2 The tenderer is to add a 10% percentage charged for specialist sub-contractors for attendance and profit as requested by the client to be used on projects on an ad hoc basis which cannot be valued at this stage.

3.4.3.27 GENERAL SAFETY REGULATIONS

- 3.4.3.27.1 The successful Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and, in particular, with the Construction Regulations, 2003.
- 3.4.3.27.2 All the work included in this Contract shall be managed in accordance with all the relevant regulations of the OHS Act and, for the purposes of complying with the Construction Regulations, shall be deemed to be "construction work".
- 3.4.3.27.3 The contractor shall be responsible for all costs associated with health and safety.

OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 85 OF 1983 – GENERAL SAFETY REGULATIONS

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
Safety File	On site	CR 5(7)
Annexure "A" Notification	Department of Labour Notified	CR 3(3)
	Proof of sending in file	CR 3
Letter of Good Standing	Letter of Good Standing Valid	COIDA, CR 4(1)(g)
Health and Safety Specification	Available in file	CR 4(3)
	Site Specific	CR 4(1)(a)
Safety Plan (based on H&S Specification)	Available in file	CR 5(7)
	Assessed & Approved by client	CR 4(2)
HSE Policy	Policy Signed by CEO	OHS 13(a)
	Policy Displayed	OHS 13(a)
Hazard identification & Risk Assessment	Site Specific	CR 7
	Hazard Identification conducted	CR 7(1)(a)
	RA Plan drawn up and updated	CR 7(1)(d)&(e)
Agreement with Sub-Contractors (Mandatory)	Written agreement	OHS 37(2)
	Contractors app in writing	CR 5(3)(b)
	Valid/Up to date Letter of Good Standing	CR 4(1)(g)
	Supervisor Designated	CR 6(1)
	Safety Reps & Committees	OHS 37(2)
	First Aid	OHS 37(2)
Appointments and Specific Legal Requirements (Bold)	Contractor App (Letter in file)	CR 4(1)
	16.1 CEO	OHS 16(1)
	16.2 (Competent Person for OHS)	OHS 16(2)
	Client Health & Safety Agent (Private Agent)	CR4(5)
	Construction Work Supervisor	CR 6(1)
	Construction Work Assistant Supervisor	CR 6(2)
	Demolition Supervisor	CR 12(1)
	Electrical Equipment Inspector	CR 22(e)
	Fall Plan Developer	CR 8(1)(a)
	First Aider/s	GSR 3
	Fire Equipment Inspector	CR 27(h)
	Hand Tool Inspector	CR 21 & OHS 8(2)
	Hazard Chemical Substance Supervisor	HCS Regulation
	House keeping & Stacking Supervisor	CR 26(a)
	Incident / Accident Investigator	GAR 9(2)
	Ladder Inspector	GSR 13 A
	Responsible Person for Machinery	GMR 2(1)
	Risk Assessor	CR 7(1)
	Suspended Platform Supervisor	CR 15(1)
	Scaffolding Supervisor	CR 14(2)
Scaffolding Erector	CR 14	

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
	Scaffolding Inspector	CR 14
Certificates	First Aiders	GSR 3
	Scaffold Inspector/ Erector	GSR 13D(3)(b)
	Safety Officer	CR 6(6)
	Electrical Tools (Portable)	CR 22
	Employee Name Register (updated)	OHS 13
	Fire Extinguisher	CR 27(h)
	First Aid Box Contents	GSR 3
	Gas Welding & Cutting Equipment	GSR 9
	Hand Tools	CR 21
	Hazardous Chemical Substances (HCS)	HCS 5
	Goods Hoist	DMR 18(11)
	Ladders	GSR 13 (a)
	Machine Guards	GMR 3(3)
	Personal Protection Equipment	OHS 12(4)(a)
	Stacking	GSR 8
	Scaffolding	GSR 13
	Scaffolding Platforms	GSR 13
	Scaffold Suspended	GSR 13
	Scaffolding Trestle	GSR13
	Scaffold Framework	GSR 13
Toolbox Talks (Proof)	Section 13(a)	
Pressure Equipment	GMR 2(1)	
PPE	Analysis Done	GSR 11(1)
	Issued Free of Charge	OHS 8 (2)(5)
	Issue Register	OHS 8
	Training Provided w.r.t. PPE	OHS 12(4)(a)
Training	Site Specific Induction	CR 7(7) & (8)
Training....2	Specialised Operator Training	Section 13(a)
	Toolbox Talks Held Weekly	Section 13(a)
	Safe Work Procedures	CR 7
	Follow-up on Training- safe Work Procedures	OHS 13(a)
Incident / Accident Reporting and Investigation	Procedure Displayed	OHS Sec 24 & GAR 6
	Copies of Medical on File	GAR 8(1)
	Investigation Reports	GAR 9
	Incident / Accident Register Up to Date	GAR 8 (1)
	Actioned by Management	GAR 8
Emergency Preparedness	Contact Numbers Displayed	
	Evacuation Instructions Displayed	
	Evacuation Plan Practiced	
	Evacuation Plan Displayed	

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
	Fire Risk Identified	
	Material Safety Sheets	
Fall Protection	Plan in Order	CR 8(2)(a)
	Medical Certificates In Order	CR 8(2)(b)
	Harnesses/ Life lines Used	CR 8(4)(d) & (e)
	Updated Plan On File	CR 8(3)
	Medical Questionnaire Used	CR 8(2)(b)
2. SITE / WORKPLACE		
SUBJECT	LEGAL REQUIREMENTS	REF
Asbestos	Disposal Certificate on file	AR 20
	Notification of Asbestos work	AR 3
	Asbestos plan of work compiled or approves by AIA	AR 21
	Decontamination facilities on site	AR 17
	PPE Utilised	AR 17
	Monitoring performed and result on file	AR 8 & 16
	Handling of Asbestos Waste	CR 12(9) & AR 11
	Asbestos Plan of work forwarded to Dept Of Labour	AR 21
	Training Performed	AR 5
	Respirator Zone Demarcated where required	AR 10
	Asbestos Contractor Registration Certificate	AR 21
Housekeeping	Stacking/Storage in order	CR 25 & 26
	No Tripping Hazards	CR 25 & ERW
	Effective Waste Removal	CR 25(a)(ii)
PPE Compliance	By Workers	GSR 2
	By Visitors	GSR 2
	By Management	GSR 2
First Aid	Effective Availability	GSR 3
	Position Displayed	GSR 3
	First Aiders Displayed	GSR 3
	Register Inside	GSR 3
	Copy of Certificate on file	GSR 3
Fire Fighting Equipment	Adequate	CR 27
	Serviced Annually	ERW
	Good Physical Condition	ERW
	Staff Trained to use Equipment	CR 27(i)
Safety Signs	Warning (yellow)	
	Prohibitive (Red) - Don't	
	Mandatory (Blue) - Do's	
	General Info (Green)	
	Fire Fighting Info (Red)	
	Notice in Respect of Machinery	GMR 9 (2)(b)

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
	Road Signs	
	Scaffolding Signs	
	"No Unauthorized Entry"	
	"Visitors to Report to site Office"	
Copies of Acts Displayed	OHS Act 85 of 1993	GAR 4
Storage and control of flammable, combustible material and gas cylinders	Suitable Storage Area	CR 23
	Surrounding Housekeeping	
	No Class- A Combustibles	
Storage, issue and control of HCS	Products Segregated	HASBAR
	Provision for Leakage/ Spillage	GSR 4
	Containers Marked	HCS 14
	Controlled by Designated Person	
Hand tools	Safe Working Condition	Entire OHSACT
Ablution Facilities	1 per 30 Employees and Per Sex (Male/Female)	CR 28(1)(b)
	Toilet Paper Available	FR 2(3)(a)
	Water for Hand Wash	FR 4(a)
	Soap Available	FR 2(3)(d)
	Towels Available	FR 2(3)
	Hygienic and Clean	FR 2(3)
Eating Facilities	Sufficiently Guarding Workers Against Elements	CR 28(1)(d)
Smoking	Employees Smoking in Designated Areas	FR 6

3.4.3.28 LIMITATION OF LIABILITY

Prior to the commencement of work the successful Tenderer will be required to sign the following attached documents:

- i. Scope of work.
- ii. Approved Health and Safety Plan.
- iii. Form of Indemnity.
- iv Agreement – Work to be performed by a Mandatory in terms of section 37(2) of the Occupational Health And Safety Act, Act 85 of 1993.

3.4.3.29 GUARANTEE

3.4.3.29.1 All material and workmanship shall be guaranteed for 12 months

3.4.3.30 CONTRACTOR TO ACQUAINT HIMSELF WITH SITE CONDITIONS

3.4.3.30.1 Sites are normally in operation and the contractor shall acquaint himself with the site and the conditions on site. The minimum or no disruption to service shall be planned for and the contractor shall commit himself to this.

3.4.3.30.2 The contractor shall include everything necessary whether specified in detail or not to carry out the work and complete the contract. No claim will be recognized or considered after submission of price on the grounds of lack of knowledge or site conditions or limitations.

3.4.3.31 LOCK OUT PROCEDURE, PERMIT TO PERFORM WORK AND SITE HANDOVER

3.4.3.31.1 The Project Manager shall minute in the site handover minutes the areas handed over to the Contractor.

3.4.3.31.2 The Project Manager shall ensure that the Contractor understands the areas he is limited to.

- 3.4.3.31.3 Isolation and handing over of projects in MV equipment locations shall be according to City of Cape Town MV regulations.
- 3.4.3.31.4 The contractor can only move on site after it has been handed over. At the meeting the following documents shall be handed to the contractor by the Project manager:
- 3.4.3.31.5 The Client shall attend the hand over meeting and issue a permit to perform work stating the facility or equipment that work will be carried out on.
- 3.4.3.31.6 The Contractor shall comply with the Construction Regulations 2014 of the OHS Act of 1993 and the Act itself in all aspects.

3.4.3.32 REDUNDANT EQUIPMENT

- 3.4.3.32.1 Installed equipment that is not specified to be re-used remains the property of the Council and shall be stored in a safe place by the Contractor. The Contractor must transport and deliver redundant material and equipment to the City's loss control facilities. The receipt issued by the loss control facility shall be handed to the Project Manager.
- 3.4.3.32.2 The Contractor shall deliver hazardous waste to an appropriate facility to be disposed of in a controlled environment. A certificate proving the safe disposal shall be handed to the project Manager.
- 3.4.3.32.3 The Project Manager shall keep proper record of the equipment and how it was disposed of.

3.4.3.33 OPERATING AND MAINTENANCE MANUALS

- 3.4.3.33.1 Three (3) sets of operating and maintenance manuals shall be provided for all pieces of equipment. Where literature is provided by the supplier of the equipment the contractor shall omit all other languages. All manuals and operating instructions shall be in English only.
- 3.4.3.33.2 No commissioning or hand over shall take place without the operating and maintenance manuals and the contract will be considered incomplete.

3.4.3.34 SPARES AND TOOLS

- 3.4.3.34.1 The contractor shall submit a full list of the spares and/or tools he intends providing with equipment when the order for such equipment has been placed. The Engineer shall approve such a list in writing. Where specific spares are recommended by the supplier or manufacturer these shall be included in the list.
- 3.4.3.34.2 Special tools for maintenance or operating purposes shall be included in the list.

3.4.3.35 TOTAL PRICE SUPPLY AND INSTALL (Excl. VAT)

- 3.4.3.35.1 The total cost for the supply and installation of items as per the scope of works shall be inserted in the "Total Price Supply and Install (Excl VAT)" column on the schedule of rates.

3.4.3.36 QUALITY CONFORMANCE

- 3.4.3.36.1 Wherever applicable the material is to comply with the relevant South African Bureau of Standards, specifications, or to British Standard Specifications, where no SABS Specifications exist.
- 3.4.3.36.2 Materials wherever possible, must be of South African manufacture.

3.4.3.37 CALLING FOR SAMPLES

- 3.4.3.37.1 The Engineer may call for samples of equipment, fittings or parts offered to be submitted. The contractor shall confirm the availability of such fittings and/or equipment. The approval of these fittings shall in no way reduce the Contractor's liability to provide a complete and proper installation of the highest quality.
- 3.4.3.37.2 Unless otherwise stated in writing all equipment supplied by all parties shall be new and unused.

3.4.3.38 PROGRAM AND MEETINGS

- 3.4.3.38.1 The contractor or his fully authorized representative shall attend all meetings arranged by the Project Manager. Meetings will be held in two formats, Technical and Progress meetings. Meetings will take place on a two weekly interval or at such interval as determined by the Project Manager. The two types

of meetings will alternate but the timing of the Progress meeting shall coincide with claims to be submitted.

3.4.3.38.2 The Contractor shall make provision in his pricing to attend these meetings.

3.4.3.38.3 The Contractor shall approve the minutes of the previous meeting at the next meeting.

3.4.3.38.4 The Contractor shall submit a program of the work at the first site meeting. The up to date program shall be available at every site meeting.

3.4.3.38.5 The Contractor shall co-ordinate the delivery dates for all items of equipment supplied by him to allow adequate time for installation, testing and commissioning to comply with the submitted program. The contractor shall submit, on request, documentary proof of the placing of such orders for equipment having a protracted delivery period. No substitution of specified items shall be allowed due to the placing of late orders.

3.4.3.38.6 The Contractor shall submit shop drawings timeously to the Engineer for his approval.

3.4.3.38.7 The contractor or his representative shall also attend all project scope meetings as arranged by the project manager. The contractor shall produce a quote from the schedule of rates within 48hours. The Contractor shall make provision in his pricing to attend these meetings.

3.4.3.39 CONTRACTOR STAFF

3.4.3.39.1 The contractor shall have a complete Safety file as specified by the Construction Regulations 2014 of the OHS Act on site. Failure to produce such a file will result in stopping of the work until such file can be produced. The work stoppage shall be for the account of the Contractor and no extension of time will be allowed.

3.4.3.39.2 The Engineer may, if he deems fit, require that the Contractor removes or causes to be removed an employee of his from the construction site by virtue of that person's incapability, appearance or any such reason which in the opinion of the Engineer is valid.

3.4.3.39.3 Without detracting from the safety clothing and equipment as specified in the Safety File all members of the Contract's staff shall wear clothing adequately marked with the Contractor's name or acceptable identification.

3.4.3.40 CONTRACTOR'S LIABILITY IN RESPECT OF DEFECTS

3.4.3.40.1 PERIOD OF LIABILITY

3.4.3.40.2 The period of liability shall be 12 months from date of handover unless otherwise stated in the conditions of contract.

3.4.3.41 MAINTENANCE OF INSTALLATIONS

3.4.3.41.1 The liability period shall include the maintenance of the installation. If during the said period the installation is not in working order for any reason for which the Contractor can be held responsible he shall immediately upon being notified thereof take steps to remedy the defects or faults or make the necessary adjustments.

3.4.3.41.2 Should such stoppages however be so frequent as to become troublesome, or should the service otherwise prove unsatisfactory during the said period the Contractor shall, if called upon by the Engineer at his own expense replace the whole of the installations or such parts thereof as the Engineer may deem necessary.

3.4.3.42 LABOUR AND TRANSPORT RATES

3.4.3.42.1 LABOUR RATE

3.4.3.42.2 No labour cost will be allowed for site investigations of which the sole purpose is to prepare quotations.

3.4.3.42.3 Labour pricing shall include site safety, tools and equipment or any other items that may be required to any of the regions under this tender.

3.4.3.43 TRANSPORT RATES

3.4.3.43.1 No traveling cost will be allowed for site investigations of which the sole purpose is to prepare quotations.

3.4.3.44 SPECIALIST SUB CONTRACTOR RATES

3.4.3.44.1 A 10% charged for specialist sub-contractors for attendance and profit as requested by the client to be used on projects on an ad hoc basis which cannot be valued at this stage.

3.4.3.45 COMPLETION AND HANDING-OVER PROCEDURE

3.4.3.45.1 It is the responsibility of the contractor to do his own quality checks and snagging in order to ensure that the completed works comply with the specification in every respect. On completion of the works or agreed section of the works, the contractor shall notify the project engineer/manager who will in turn snag the work and issue a snag list. This list may need to be produced from several snagging inspections as may be necessary or convenient.

3.4.3.45.2 Thereafter, and upon notification by the contractor of completion of the snagged items, the project engineer/manager shall re-inspect these items in order to de-snag them. Only upon the de-snagging of all items on the list or those snag items in an agreed section of the works, shall the works, or such section of the works as agreed upon, be deemed to be complete for handing over purposes. Until such a completed state is achieved, the works, or those sections of the works as defined, shall remain under the contractor's responsibility and insured by him.

3.4.3.46 STORAGE OF MATERIALS

3.4.3.46.1 The contractor will be permitted, to store materials on site only in the area demarcated and agreed by the Director: Electricity Generation and Distribution. On handing over of the site to the contractor. The contractor will be required at all times to keep the site in a neat and orderly fashion.

3.4.3.47 DELIVERY OF MATERIALS

3.4.3.47.1 The contractor will be required to take all possible precautions to avoid damage to municipal property and to prevent obstructions on any normal access route within the property.

3.4.3.48 SECURITY OF THE WORKS

3.4.3.48.1 The contractor is responsible for his own security regarding materials stored on site, for his own and labourer's security and for the work in general for the duration of the contract. Costs relating to any security and insurances the contractor may require are to be included in the net tender.

3.4.3.49 NRS 040-3:2002 RESPONSIBLE PERSON

3.4.3.49.1 Tender must complete and return Schedule 11: CONFIRMATION OF CONTRACTOR REGISTRATION (NRS 040-3:2002 RESPONSIBLE PERSON) on page 49 of this document. Minimum of one (1) per region required at the time of closure. Responsible Persons NRS 040-3:2002 needs to be separate individuals for each region.

3.4.3.49.2 The NRS 040-3:2002 is to establish, promote and covers uniform operating regulations relating to all operating, maintenance and construction of medium-voltage, high-voltage, extra-high-voltage and ultra-high-voltage power systems for the transmission and distribution of electricity.

3.4.3.49.3 The recommended regulations are designed for the protection of employees and others in the course of their duties and to ensure the safe and efficient operation of all equipment.

3.4.3.50 SIGNATED PERSON

3.4.3.50.1 Means a person who is designated, in terms of General Machinery Regulation GMR2 of the OHS Act, to supervise the use of machinery or electrical apparatus (or both) on or in specific premises.

3.4.3.51 RESPONSIBLE PERSON

3.4.3.51.1 Means a person who has been authorized, in writing, to be responsible for ensuring that the work can be carried out with safety, whether this work is carried out by employees of the supply authority or by contractors or by persons employed by the contractors. The person shall be certified as a responsible only when he has received the necessary theoretical and practical training. An authorised person will issue a responsible person with a work permit form to carry out the necessary work. The responsible person is then responsible for the safety of all workers working under these permits and for ensuring that the work is carried out accordingly. The regulations emphasize the fact that there must always be a responsible person on site, in the absence of a responsible all work shall cease during the temporary absence of the responsible person.

3.4.3.52 WORK PERMIT

3.4.3.52.1 Means a written declaration on the work permit form, signed by the appointed authorised person and issued to the responsible person in charge of the work, informing the latter of the nature of the work to be carried out.

3.4.3.53 CIVIL WORK PERMIT

3.4.3.53.1 Means a written declaration on the civil work permit form which is issued not in terms of NRS040 and for use when work is done and there is a possibility of any live Mv or HV apparatus in the vicinity. This form is signed by any person authorised in the Electricity department and issued to the responsible person in charge of the work, informing the latter of the nature of the work to be carried out, the location of Mv or Hv live apparatus and any other special condition that may exist.

3.4.3.54 ISSUING OF CIVIL WORK PERMIT

3.4.3.54.1 Before any civil work commences in the possible vicinity of live Mv or Hv apparatus, the responsible person must apply for a civil work permit at the authorised person who under who has control the apparatus .

3.4.3.55 WORK PERMIT FORM

3.4.3.55.1 Means a printed form that contains the application, permit, clearance and workers register for the authorization of all work to be done on any supply system or apparatus.

3.4.3.55.2 Work permit forms shall be made out in duplicate. The responsible person shall retain the original and the copy shall be left in the work permit book, which shall be retained by the authorized person.

3.4.3.56 WORKERS REGISTER

3.4.3.56.1 Means a register of workers allocated to do work. An authorized or responsible person must complete the workers register.

3.4.3.56.2 The responsible person shall explain the nature of the work covered by the work permit and the dangers attached thereto to all the workers who will be engaged in this work.

3.4.3.56.3 The workers register shall be current at all times.

3.4.3.57 STEPS IN ISSUING OF A WORK PERMIT

Authorised person fills in the work permit (In Duplicate)
Apparatus to be worked on Nature of the work / activity Commencing time and date
Authorised person and responsible person both satisfy themselves that the apparatus is dead and safe to work on
Authorised person signs the work permit
Responsible person signs the work permit
Authorised person hands the original copy of the work permit to the responsible person and gives him access
Responsible person explains the nature and the risks of the work / activity to the workers (Completes the Risk Assessment)
Responsible person fills in the workers register

3.4.3.59 AUTHORIZED PERSON

3.4.3.58.1 Means a person who has been granted, in writing, defined authority and responsibilities by the designated person in terms of the relevant operating regulations.

3.4.3.59 SITE AGENT/CONSTRUCTION MANAGER AND GENERAL FOREMAN / CONSTRUCTION SUPERVISOR.

3.4.3.59.1 Tender shall ensure that apart from the Responsible Person there shall always be a Site Agent/Construction manager or General foreman / Construction Supervisor on site.

3.4.4 WAYLEAVES, PERMISSIONS AND PERMITS

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Principal Agent prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

3.4.5 LOCAL PRODUCTION AND CONTENT

The Contractor will be required to comply with all requirements as stated in this document.

3.4.6 EMPLOYMENT OF SECURITY PERSONNEL

All security staff employed by the contractor on behalf of the CCT or at any CCT property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be made available to the Principal Agent upon request.

3.4.7 UNIVERSAL ACCESS

In pursuit of becoming a fully accessible city, the City of Cape Town expects all Consultants and Service Providers to design and construct to SANS Standards for accessible Design, and any relevant City of Cape Town documents as may be relevant, and to exhibit a commitment to employing Universal Design Principles in their design, construction, service and product delivery of construction projects. This applies to all projects whether new, temporary, upgrades or rehabilitation works.

The contractor will engage with project representatives and the CCT's Universal Accessibility Department on how Universal Design Principles will enhance accessibility, within this project, that meets a variety of needs and creates a city that is accessible to everyone.

3.4.8 The following Business process will be applicable to each Works Project:

ELECTRICAL SUPPORT SERVICES BUSINESS PROCESS

Arrange / Attend Site Meeting

- Electrical Support Services Project Manager arrange meeting to meet on site with Client and Contractor
- Gather as much detail as possible at meeting
- Ensure scope document reflects the work requested
- Electrical Support Services Project Manager ensure that all parties sign the scoping document

Compile Quote / Estimate

- Use template to compile quote / estimate for work scoped
- Electrical Support Services Project Manager and Contractor to agree on a relevant quote /estimate for work to be done
- Contractor must complete and submit the quote / estimate within five working days from attending site meeting
- Three quotes required for special items not on tender
- If special quotes is required the contractor must complete the quote / estimate within ten working days from attending site meeting

Request Start and Finish Dates

- Upon receiving the purchase order from Electrical Support Services, a Start and Finish date will be requested from the Contractor via e-mail

- Contractor to supply a realistic Start and Finish date for when work will be done within five working days

Work scheduled and in progress:

- Safety Files must be available on site for auditing purposes (See Safety Audits)
- Contractor performs the work according to tender and scope specifications
- Deviation from dates only allowed if project is stopped by CoCT
- Contractor communicate all issues with regards to the project directly with Electrical Support Services Project Manager

Sign off work as complete

- Contractor to attend Sign off meeting with Client and Electrical Support Services Project Manager
- Electrical Support Services Project Manager, Client and Contractor must complete and sign documentation or complete Snag list
- Electrical Support Services Project Manager, Client and Contractor must sign Snag list, if applicable and Contractor to supply a new completion date
- Hand Safety file to Electrical Support Services Project Manager as part of Sign off

NOTE TO CONTRACTOR: Electrical Support Services will only put Invoice through for payment once Safety file has been received

Contractor to supply Invoice

- Contractor to supply Project Manager with invoice only when all the work and snags (if applicable) are completed and work is signed off

Safety Audits

- As and when required work sites will be audited by a Safety Audit Contractor
- All sites that has been audited must achieve a minimum score of 80%

C3.5 Management

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- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
- 3.5.2. PARTICIPATION OF TARGETED LABOUR
- 3.5.3. COMMUNITY LIAISON OFFICER
- 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES
- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY

3.5.1 FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment in respect of each Works Project contract, the following updated returns (the format of which are attached in C3.6 Annexes):

- a) Monthly Project Labour Report (Annex 1)
- b) B-BBEE Sub-Contract Expenditure Report (Annex 2)
- c) Joint Venture Expenditure Report (Annex 3)
- d) Targeted Labour Contract Participation Expenditure Report (Annex 4)
- e) Targeted Enterprises Contract Participation Expenditure Report (Annex 5)

The Monthly Project Labour Report must include details of all labour (including that of sub-contractors) that are South African citizens earning less than R350.00 per day, as adjusted from time to time (excluding any benefits), who are employed on a temporary or contract basis on this contract in the month in question.

In addition to the Monthly Project Labour Report the Contractor shall simultaneously furnish the Principal Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents, proof of attendance in the form of attendance register or timesheets as well as evidence of payments to such labour in the form of copies of payslips or payroll runs. If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it and proof of such acknowledgement shall be furnished to the Principal Agent.

The Monthly Project Labour Reports shall be completed and submitted in accordance with the instructions therein and copies of all submitted documents must be kept on site be made available to the Principal Agent upon request.

The **B-BBEE Sub-Contract Expenditure Report** is required for monitoring the prime contractor's compliance with the sub-contracting conditions of the **Preference Schedule**.

The Joint Venture Expenditure Report is required for monitoring the joint venture's compliance with the percentage contributions of the JV partners as tendered, where the joint venture has been awarded preference points in respect of its consolidated B-BBEE scorecard.

The Targeted Labour Contract Participation Expenditure Report is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG_L) and, if applicable, for calculating any penalty in terms thereof.

The Targeted Enterprises Contract Participation Expenditure Report (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted enterprises contract participation goal (CPG_E) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Principal Agent/Principal Agent's Representative.

In respect of Annexes 2 and 3, the Employer shall, in addition to any other sanctions available to it, apply the financial penalties applicable to breach of preferencing conditions in the **Preference Schedule** in Part T2.2 Returnable Schedules. In the case of joint ventures (Annex 3), the contractor shall prove his

compliance with item 6) in Section 2 of the **Preference Schedule** by providing a consolidated scorecard at his own cost on instruction from the Principal Agent.

3.5.2 PARTICIPATION OF TARGETED LABOUR NOT APPLICABLE

3.5.2.1 Minimum targeted labour contract participation goal

In support of the National Department of Public Works' Expanded Public Works Programme which is aimed at alleviating poverty through the creation of temporary employment opportunities using labour intensive methodologies and practices where possible, the Employer is seeking to increase the intensity of labour, as appropriate, in all of its infrastructure sector projects.

It is a requirement of this term tender contract, therefore, that the work be executed in such a manner so as to maximise the use of labour intensive construction methods in order to provide low and semi-skilled temporary employment opportunities.

To this end, a minimum targeted labour contract participation goal is specified below, which shall be achieved by the Contractor in the performance of each Works Project contract, failing which, penalties as described will be applied. The Contractor is required to provide all skills training where necessary, so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of training shall be included in the rates for the various work activities.

The specified minimum targeted labour contract participation goal (CPG_L) is

0 %

The minimum CPG_L is such that the Contractor will have to carry out some of the work that would normally have been undertaken using mechanised construction methods, by using labour intensive construction methods instead. It is left to the discretion of the Contractor to identify suitable work activities for the intensification of labour. The Contractor shall, within 5 working days of being requested in writing by the Principal Agent to do so, submit details of his/her plan to achieve the minimum CPG_L in the Works Project. If, due to the selection of items and quantities in any individual Works Project, it is not possible for the Contractor to achieve the specified minimum CPG_L on that particular Works Project, then the Principal Agent, at his/her sole discretion, may reduce such minimum CPG_L upon motivation by the Contractor.

3.5.2.2 Definitions

For the purposes of the requirements in respect of the participation of targeted labour, the following definitions shall apply:

“**Target area**” means the geographical area described in the Works Project contract document.

“**Targeted labour contract participation goal (CPG_L)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractors contracts targeted labour in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted labour**” means low and semi-skilled individuals, whose wages (excluding any benefits) do not exceed the threshold value, who reside in the target area, that are employed by the Contractor, or any of his/her sub-contractors, in the performance of the contract.

“**Threshold value**” is R350.00 per day as adjusted from time to time (excluding any benefits). The threshold value is not to be confused with any industry sector minimum wage determined in accordance with the Basic Conditions of Employment Act, 75 of 1977.

“**Value of the contract**” means the **Works Project** contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.2.3 The selection and recruitment of targeted labour

Where targeted labour is to be drawn from specific local communities (defined in terms of the target area), such labour shall be identified using the relevant Sub-Council Job-Seekers Database. The Contractor shall request, via a Community Liaison Officer (if required in terms of the contract), a list of suitable candidates from the database, from which the Contractor shall make his/her final selection. The contractor shall enter into written contracts of temporary employment with all targeted labour.

Any difficulty experienced by the Contractor in identifying candidates through the Job-Seekers Database, or as regards any matter relating to the employment of targeted labour, shall be immediately referred to the Principal Agent.

3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG_L shall be granted by converting the total monetary value of wages paid to targeted labour (including that of sub-contractors) to a percentage of the value of the contract. No credits shall be accorded should the contractor/sub-contractor fail to enter into written contracts with the targeted labour. Furthermore, no credits shall be accorded in respect of targeted labour employed on work in respect of provisional sums or prime cost items. Such labour shall nevertheless be recorded on the Monthly Project Labour Report which is required to be furnished by the Contractor.

3.5.2.5 Training of targeted labour

The Contractor is required to provide all informal (on-the-job) skills training so as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. The cost of informal training shall be included in the rates for the various work activities.

3.5.2.6 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted labour contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_L^S - \text{CPG}_L^A) \times P^*$$

Where CPG_L^S = the specified minimum targeted labour contract participation goal (expressed as a percentage).

CPG_L^A = the targeted labour contract participation goal achieved (expressed as a percentage).

P* = the value of the contract.

3.5.3 COMMUNITY LIAISON OFFICER

Certain Works Projects may require a Community Liaison Officer (CLO) to be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of targeted labour, to represent the local community in matters concerning the use of targeted labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Sub-council Manager through a process of advertising and shortlisting. Should suitable candidates not be identified through this process, the Contractor shall be allowed to seek candidates from the relevant Sub-Council Job-Seekers Database. The final selection and appointment of the CLO in terms of the contract shall be the responsibility of the Contractor.

The period of appointment of the CLO shall be as stated in the Contract for Temporary Employment as a Community Liaison Officer referred to below. The date of commencement of temporary employment of the CLO shall be as agreed with the Principal Agent.

If it is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties will be the Contractor and the CLO. To this end, a specimen Form of Contract of Temporary Employment as Community Liaison Officer is included in this document (Part C1.9 Community Liaison Officer). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO. The rate of remuneration for the CLO, payable by the Contractor, is currently **R365.00** per day. As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and items will be provided in the Bills of Quantities in the Works Project contract document therefor.

3.5.4. PARTICIPATION OF TARGETED ENTERPRISES NOT APPLICABLE

3.5.4.1 Minimum targeted enterprises contract participation goal

It is a requirement of this contract that enterprises located within the target area, as defined, be engaged by the Contractor for the provision of supplies, services or works necessary for the performance of this contract.

To this end, a minimum targeted enterprises contract participation goal is specified below, which shall be achieved by the Contractor in the performance of the contract, failing which, penalties as described will be applied.

The specified minimum targeted enterprises contract participation goal (CPG_E) is

0 %

The Contractor shall engage targeted enterprises directly or indirectly in the performance of the contract to the extent that the total monetary value of such engagements (exclusive of VAT), expressed as a percentage of the value of the contract, is sufficient to achieve the specified minimum CPG_E.

3.5.4.2 Definitions

For the purposes of the requirements in respect of the participation of targeted enterprises, the following definitions shall apply:

“**Target area**” means the geographical area described in the Works Project contract document.

“**Targeted enterprises contract participation goal (CPG_E)**” means the value of supplies, services or works (exclusive of VAT), for which the Contractor contracts targeted enterprises, either directly or indirectly, in the performance of the contract, expressed as a percentage of the value of the contract.

“**Targeted enterprises**” means any sole trader, partnership or legal entity that acts as a supplier, manufacturer, service provider or sub-contractor, and which has its base of operations in the target area.

“**Value of the contract**” means the contract sum (accepted contract amount) less provisional sums, contingencies and VAT.

3.5.4.3 Achieving the contract participation goal

The contractor may achieve the specified minimum CPG_E as follows:

- a) by engaging one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- b) by engaging non-targeted enterprises, who in turn engage one or more targeted enterprises to perform commercially useful functions in the performance of the contract;
- c) by a combination of the above.

The Contractor shall, within 5 working days of being requested by the Principal Agent to do so, submit details of his/her plan to achieve the minimum CPG_E.

3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG_E shall be granted by converting the total monetary value (exclusive of VAT) of the agreements between the Contractor, or Contractor’s sub-contractors, and targeted enterprises, to a percentage of the value of the contract.

No credits shall be accorded should the Contractor (or sub-contractors):

- a) make direct payment to third parties in connection with the contract on behalf of targeted enterprises, when such payment is recovered by making deductions from payments due to the targeted enterprise;
- b) fail to enter into written contractual agreements with the relevant targeted enterprises.

Credits claimed towards the contract participation goal shall be denied where such written contractual agreements contain any of the following:

- c) conditions which are more onerous than those that exist in the prime contract (this contract);
- d) payment procedures based on a pay when paid system;
- e) authoritarian rights given to the employing contractor, with no recourse to independent adjudication in the event of a dispute arising.

No credits may be claimed in respect of targeted enterprises that do not adhere to statutory labour practices.

No credits shall be accorded in respect of targeted enterprises engaged on work in respect of provisional sums or prime cost items.

In the event that a targeted enterprise sub-contracts to another targeted enterprise, only the value of the higher level sub-contract shall be granted as credit towards achieving the specified minimum CPG_E.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Principal Agent, upon written request, with documentary evidence that the targeted enterprises have their base of operations in the target area, copies of the contractual agreements with the various targeted enterprises, as well as documentary proof of payments made to the various targeted enterprises.

3.5.4.5 Penalties

The financial penalty to be applied for failing to meet the specified minimum targeted enterprises contract participation goal in the performance of the contract (unless proven to be beyond the control of the Contractor), is as follows:

$$\text{Penalty} = (\text{CPG}_{E^S} - \text{CPG}_{E^A}) \times P^*$$

Where CPG_{E^S} = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

CPG_{E^A} = the targeted enterprises contract participation goal achieved (expressed as a percentage).

P^* = the value of the contract.

3.5.5 ENVIRONMENTAL MANAGEMENT PROGRAMME

Particular Specification E: Environmental Management Specification and its Annexures are attached hereto.

3.5.6 HEALTH AND SAFETY

Particular Specification H: Health and Safety Specification is attached hereto.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

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**CONSTRUCTION PHASE ENVIRONMENTAL
MANAGEMENT PLAN**

FINAL
SEPTEMBER 2009

PROJECT SPECIFICATION – 06/2009: ENVIRONMENTAL MANAGEMENT

ENVIRONMENTAL MANAGEMENT (SPEC EM)

1 SCOPE

The general principles contained within the SPEC EMA (Specification EMA: Environmental Management (Basic)) shall apply to all construction activities. All construction activities shall observe any relevant environmental legislation and in so doing shall be undertaken in such a manner as to minimise impacts on the natural and social environment.

2 INTERPRETATIONS

2.1 *Application*

This Specification contains clauses specifically applicable and related to the environmental requirements for the redevelopment of Eerstesteem, comprising of a visitor complex, an Environmental Education Centre, picnic and braai-facilities, reserve management and administration facilities and a walkway through Tweedesteem. The site occurs within Erf 385 in the Blaauwberg Conservation Area, Cape Town. The existing Environmental Education Centre and ablution facilities are to be demolished to enable the redevelopment of the property.

Where any discrepancy or difference occurs between this Specification and SPEC EMA, the provision of this Specification shall prevail.

2.2 *Definitions*

For the purposes of this Specification the following definitions shall apply:

Principal Agent: refers to the 'Employer's Agent' as defined by the City of Cape Town.

Method statements: definition provided by the Basic EMP. The Environmental Control Officer (ECO) will be required to assess method statements for potential negative impacts on the environment. In addition, the term "Method Statement" has, for ease of identification, been underlined in the Project Specifications where submissions to the Principal Agent are required by the contractor.

Site: means any area within the boundaries of Eerstesteem and Tweedesteem that is demarcated as a working area.

Working area: means any area within the boundaries of the Site where construction is taking place.

3 MATERIALS

3.1 *Materials handling, use and storage*

Materials shall be covered in the event of rain to prevent contaminated run-off from polluting the natural environment. All storage facilities must have fire prevention equipment to prevent a fire from spreading to other facilities and the environment.

The Principal Agent shall be advised of the areas that the Contractor intends to use for the stockpiling of both natural and manufactured materials. No stockpiling shall occur outside of the working area and without the Principal Agent's prior approval of the proposed stockpiling areas. Imported material shall be free of litter and contaminants. The Contractor shall ensure that material is not stockpiled on the sidewalk.

The Contractor shall ensure that all imported sand is free of alien seeds and that it is not taken from alien infested areas.

4 PLANT

4.1 *Eating areas*

Restricted areas shall be designated for eating purposes on the site. Sufficient refuse bins with lids must be supplied at all eating areas. These bins shall be cleaned at least once on a daily basis. Furthermore, no person will be allowed to feed or leave food for wild animals, including birds.

4.2 *Ablution facilities*

A sufficient number of chemical toilets shall be provided by the Contractor in the construction camp area and at appropriate locations approved by the Principal Agent. Temporary/ portable toilets shall not be located on the M14. The ratio of ablution facilities for workers should not be less than that required by the Construction Regulations of 2014 of the Occupational Health and Safety Act. All temporary/ portable toilets shall be secured to the ground to prevent them from toppling due to wind or any other cause. Chemical toilets on site shall be serviced at least once a week.

4.3 *Solid waste management*

The Contractor shall set up a solid waste control and removal system and a Method Statement is required in this regard. Waste management on site should incorporate reduction, recycling, re-use and disposal of waste where appropriate. Waste and litter shall be disposed of into scavenger- and weatherproof bins. The Contractor shall remove refuse collected from the working areas from Site at least once per week. The Contractor shall make provision for workers to clean up working areas at least once a day.

All builders' rubble and demolition waste generated during the construction phase shall be removed from site upon completion of construction activities to a licensed landfill site at the developers' own cost.

4.4 *Contaminated water*

The Contractor shall prevent the discharge of any pollutants, such as cement, concrete, lime, chemicals, fuel, contaminated water from kitchens and wastewater into any water source, including the artificial wetland area and groundwater.

4.5 *Noise*

Noise will be generated by construction activities such as vehicular movement, hammering and drilling. The Contractor shall take all reasonable measures to minimise noise disturbance as a result of construction activities to the satisfaction of the Principal Agent. These measures must comply with municipal regulations and shall be limited to daylight hours. This would include the fitting of requisite silencers and directional settings of equipment as well as a noise monitoring programme.

4.6 *Stockpiling*

The Contractor shall take into consideration prevailing wind directions when deciding on the location and treatment of material stockpiles.

4.7 *Dust*

The Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Principal Agent. Removal of vegetation shall be avoided until such time as soil stripping is required and similarly exposed surfaces shall be re-vegetated or stabilised as soon as is practically possible. Appropriate dust suppression measures shall be used when dust suppression is unavoidable, e.g. covering of material loads during transportation and dampening with water, particularly during prolonged periods of dry, windy weather in summer.

4.8 *Fuel (petrol and diesel) and oil*

All safety and fire prevention precautions must be complied with as indicated in the SABS fuel storage standards (SABS 10131) at all fuel storage facilities.

4.9 Equipment maintenance and storage

No machine/vehicle will be allowed to run if it is not in use and must be switched off. In addition, a Method Statement shall be submitted and must be approved by the Principal Agent regarding waiting and/or storage areas for vehicles and/or machines.

5 CONSTRUCTION

5.1 Method Statements

i.

The following Method Statements shall be provided by the Contractor 14 days after receipt of the Letter of Acceptance:

- **Layout and preparation of the Contractor's construction camp in the form of plan indicating offices, stores for fuels, vehicle parking, access points, delivery dock/ embayment; equipment cleaning areas and staff toilet placement.**
- **Logistics for the environmental awareness course for the Contractor and all the Contractor's employees.**
- **Method of undertaking earthworks, including spoil management, dust and noise controls.**
- **The Method Statement shall include the following, but not be limited to:**
 - a. The location of all emergency equipment.
 - b. The individual(s) responsible for the upkeep and maintenance of the emergency equipment.
 - c. An indication of how regularly the emergency equipment will be checked to ensure that it is working properly.
 - d. Where and how any spill material will be disposed of.
 - e. Who shall be notified in the event of an emergency, including contact numbers for the relevant local authority?
 - f. The size of spills which the emergency procedures are able to contain.
- **Liquid waste (lubricants): Control and removal of liquid waste from the Site, including the number, type and location of drip trays and/or sheets and liquid waste containers, the manner and frequency with which the liquid waste will be removed from site and the disposal site.**
- **Traffic safety: Location and nature of proposed traffic safety measures.**
- **Cement/concrete batching: Location, layout and preparation of cement/concrete batching facilities including the methods employed for the mixing of concrete and the management of runoff water for such areas. An indication shall be given of how concrete spoil will be minimised and cleared.**
- **Maximum number of delivery vehicles (e.g. concrete supply vehicles) that will be allowed on, at or in close proximity to the site at any time.**
- **Fuels and fuel spills: Methods of refuelling vehicles and details of methods for fuel spills and clean-up operations.**
- **Sedimentation and Erosion Control: Sedimentation and erosion control of bulk earthworks and the prevention of sedimentation.**
- **Stormwater management: Provisions to manage stormwater during the construction phase, especially during phases involving bulk earthworks.**

- Vegetation clearing and rehabilitation: The areas to be cleared of vegetation to be defined and method/s used to remove material described, including rehabilitation/ revegetation measures to be implemented.

5.2 Site division and site demarcation

The Principal Agent shall be advised of the area the Contractor intends using for the Construction Camp. The Contractor shall inform the Principal Agent of the intended actions and programme for site establishment. The site layout shall be planned to facilitate ready access for deliveries, facilitate future works and to curtail any disturbance or security implications for public using the area. The site camp should be fenced in an appropriate manner determined by the Principal Agent.

The working area shall be limited to that which is necessary to undertake the works.

5.3 Land use

All surrounding landowners shall be notified and consulted timeously regarding activity programmes.

5.4 Environmental awareness training

All the Contractor's employees and Sub-Contractor's employees and any suppliers' employees that spend more than 1 day a week or four days per month on site, must attend an Environmental Awareness Training course presented by the ECO on behalf of the Contractor, the first of which shall be held within one week of the Commencement Date. Subsequent courses shall be held as and when required.

No more than 20 people shall attend each course and the cost, venue and logistics for this/ these course/s shall be the Contractor's responsibility. Furthermore, a register of all personnel that attends the Environmental Awareness training course must be supplied to the ECO.

The Contractor shall submit a Method Statement detailing the logistics of the environmental awareness training course.

5.5 Construction personnel information posters

A3 size construction personnel information posters must be laminated and erected in such a manner that it is easily identifiable and located. The posters shall contain environmental information based on the training course as well as the contact details of the ECO.

5.6 Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilised as soon as possible. The detail of vegetation clearing shall be subject to the Principal Agent's approval. All cleared vegetation shall either be mulched and mixed into the topsoil stockpiles or disposed of at an approved disposal site. The disposal of vegetation by burying or burning is prohibited.

The Contractor shall strip the top material, which includes the top 150 mm of soil and root material of cleared vegetation, within the Working Areas, and this shall be stockpiled separately from subsoil for subsequent use during rehabilitation and revegetation. Top material stockpiles shall not be compacted.

Should fauna be encountered during site clearance, earthworks shall cease until fauna have been safely relocated.

5.7 Access routes / haul roads

Access to the Construction camp shall utilise existing roads. Trucks may not be overloaded and all roads used for access during construction activities must be left in an acceptable condition on completion of the project. Any damage during construction should be re-instated by the Contractor.

In order to minimise the impact on traffic flow, roads must be used on a limited basis by heavy construction vehicles during peak traffic periods, i.e. 07:00 – 08:30 and 16:30 – 18:30 with reduced operation time over weekends. A Method Statement shall be submitted with regard to traffic flow management.

Dust control measures such as dampening with water shall be implemented where necessary, as indicated by the Principal Agent.

5.8 *Emergency procedures*

Emergency measures must be in place in the event that a pipe burst or leak does occur. A Method Statement shall be submitted with regard to water related safety measures.

Should significant pollution of the subsoil and surrounding environment be discovered when infrastructure is inspected, the Department of Water and Environmental Affairs (DWEA) (formerly known as the Department of Water Affairs and Forestry) and the Department of Environmental Affairs and Development Planning must be notified and a strategy to remediate the site must be developed and implemented as a matter of urgency.

5.9 *Community relations*

The Contractor shall erect information boards containing background information for the construction activity and listing the relevant contact details for complaint. *{The number and location of information boards must be determined when drawing up the tender document}*. In addition, all reasonable measures must be implemented by the Contractor to ensure the safety of people in the surrounding area. If as a result of an emergency situation, the public must be notified. This could be by announcements on the radio and in the press.

Information boards erected on or around the site shall comply with the applicable Local Authority By-Law for the control of outdoor advertising or in the absence of local legislative controls must comply with the South African Manual for Outdoor Advertising Control (SAMOAC).

5.10 *Protection of fauna and flora*

The Nature and Environmental Conservation Ordinance, 1974 (Ord. 19 of 1974) protects all indigenous plants and wild animals (including reptiles, invertebrates and fish). No person shall be allowed to collect plant material, hunt or trap animals. Offenders can be fined up to R10 000,00 or imprisoned for a period not exceeding two years.

Prior to construction, the site must be surveyed by a botanist to identify indigenous vegetation that must be relocated to an appropriate site or that can be used by the landscape architect. Sensitive species (if any) shall be moved to a suitable nursery and replanted on completion of construction.

The Contractor shall ensure that all imported sand used for bedding material is free of alien seeds and that it is not taken from alien infested riverbeds.

5.11 *“No go” areas*

Property outside Eerstesteem, including the dune-system and areas outside the working area within Eerstesteem (including the braai areas to the south), shall be considered as “no go” areas. The working area shall be demarcated in an appropriate manner determined by the Principal Agent.

No equipment associated with earthworks shall be allowed outside the site and defined access routes, or within “no go” areas, unless expressly permitted by the Principal Agent.

Construction areas must be cordoned off and clearly demarcated as a “no go” area to members of the public.

“No go” areas shall be demarcated with fencing consisting of wooden or metal posts at 3 m centres with 1 plain wire strand tensioned horizontally at 900 mm from ground level. Commercially available danger tape shall be wrapped around the wire strand. The Contractor shall maintain the fence for the duration of the Contract and ensure that the danger tape does not become dislodged.

A Method Statement shall be developed and submitted to the ECO for approval regarding restriction and demarcation of access to “no-go” areas.

5.12 Protection of archaeological and palaeontological remains

The Contractor shall contact the Heritage Authorities (Heritage Western Cape or SAHRA) immediately should heritage material be unearthed. Reasonable precautions shall be taken to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of heritage importance discovered on the site immediately upon discovery thereof and before removal.

5.13 Safety and security

Apart from security guards no construction workers are allowed to remain on site after working hours. The movement of construction workers outside designated working areas shall not be permitted. Furthermore, the Contractor must keep a register of all construction staff.

Contractors shall transport construction workers to and from site on a daily basis. The construction workers may not be paid at the construction site.

Public access to Eerstesteem will be managed and controlled so as to limit safety concerns to the public as a result of the construction activities, as well as to minimise impact of the public on the construction. Warning signs at the entrance and construction area must be clear and easy accessible.

5.14 Erosion and Sedimentation Control

During construction the Contractor shall protect areas susceptible to erosion by installing necessary temporary and permanent drainage works, away from natural indigenous vegetation, as soon as possible and by taking other measures necessary to prevent the surface water from being concentrated in streams and from scouring the slopes, banks or other areas.

A Method Statement shall be developed and submitted to the Principal Agent to deal with erosion issues prior to bulk earthworks operations commencing.

5.15 Temporary site closure

If the site is closed for a period exceeding one week, the contractor, in consultation with the Principal Agent shall carry out the following checklist procedure.

- i. Hazardous materials stores
 - Outlet secure/ locked
 - Bund empty (where applicable)
 - Fire extinguishers serviced and accessible
 - Secure area from accidental damage e.g. vehicle collision
 - Emergency and contact details displayed
 - Adequate ventilation
- ii. Safety
 - All trenches and manholes secured
 - Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1193)
 - Emergency and Management contact details displayed
 - Stockpiles wedged/ secured
- iii. Erosion
 - Wind and dust mitigation in place
 - Slopes and stockpiles at stable angle
 - Revegetated areas watering schedules and supply secured
- iv. Water contamination and pollution

- Cement and materials stores secured
- Toilets empty and secured
- Refuse bins empty and secured
- Drip trays empty and secure (where possible)
- Structures vulnerable to high winds secure.

5.16 Site closure and rehabilitation

Any areas that the Principal Agent believes may have been impacted upon or disturbed shall be rehabilitated to the satisfaction of the Principal Agent and ECO, which includes all areas where top material has been stripped. Once construction is complete the Contractor shall clear everything from the Site not forming part of the Permanent Works. The area to be rehabilitated shall first be landscaped to match the topography of the surrounding area. Only indigenous vegetation that occurs naturally in the area shall be used for rehabilitation purposes.

The Contractor may not use herbicides, pesticides, fertilisers or other poisonous substances for the rehabilitation process unless otherwise agreed to by the Principal Agent and ECO.

All rehabilitated areas shall be considered “no go” areas and the Contractor shall ensure that none of his staff or equipment enters these areas.

The Contractor shall undertake to remove all alien vegetation re-establishing on the area and shall implement the necessary temporary or permanent measures to combat soil erosion.

In addition, the Contractor must adhere to the following specifications:

- All construction camp structure must be removed from site;
- Any spills (i.e. oil and paint) that have occurred in the construction camp site, must be cleaned up;
- Hardened surfaces in the construction camp site must be ripped and covered with top soil;
- All imported material, waste and rubble must be removed and disposed of at the appropriate waste sites;
- Residual stockpiles and building material must be removed from the site; and
- All temporary roads must be closed and rehabilitated to the specifications of the ECO and Principal Agent.

6 ENVIRONMENTAL CONTROL OFFICER

Prior to the commencement of construction an independent suitably qualified and experienced ECO shall be appointed by the proponent to ensure that the mitigation rehabilitation measures and recommendations referred to in the Environmental Authorisation are implemented and to ensure compliance with the provisions of the EMP.

The ECO will have the authority, limited to emergency situations, to stop construction activities if he is of the opinion that serious harm or impact on the environment is imminent, likely to occur or has occurred and that the potential harm or impact is an infringement to this EMP. The ECO must inform the Principal Agent and/ or Contractor of this decision as soon as practically possible should he deem it necessary to stop construction activities.

Level of competency

The ECO must be an independent, qualified consultant with appropriate experience and knowledge in the environmental field.

Roles and responsibilities

The role of the ECO is to audit and monitor adherence to and implementation of the construction phase EMP, which includes compliance with the relevant conditions contained in the Environmental Authorisation. This includes the following responsibilities:

The roles and responsibilities of the ECO include:

- Ensure compliance by contractor and sub -contractors with the EMP and associated Method Statements;
- Undertake regular site inspections and photographic monitoring before, during and after the commencement of construction activities;

- Work in close co-operation with the Reserve Manager where possible.
- Record environmental incidents (spills, impacts, legal transgressions etc.) and recommend appropriate mitigation measures or remedial action;
- Complete monthly compliance reports to ensure that the system for implementing the EMP is operating effectively;
- Review and approval of required Method Statements;
- Documentation of variations to the EMP/Method Statements and non-compliances and corrective action; and
- Provide appropriate environmental training.

Site visits and reporting

The ECO shall visit the site a minimum of once a week. More frequent visits may be required if the situation requires it. In addition, photographic monitoring must be undertaken at least once a month.

Monthly compliance reports shall be submitted to the Principal Agent and the proponent and distributed as desired. The compliance report shall be based on the requirements of the EMP and the project specifications as well as other issues of compliance in terms of the Environmental Authorisation. In addition, it shall include all components of the authorisation including:

- Design of manner in which stormwater drains, including litter traps and energy dissipation measures;
- Traffic management; and
- Design and implementation of water saving and energy saving devices within all components of the development.

7 TOLERANCES

The ECO may recommend the Principal Agent to temporarily suspend construction activities or remove a Contractor's representative or any employee(s), should the Contractor or any of his employees not comply with this CEMP or show adequate consideration to environmental aspects. In addition, no time extensions will be approved in the case of a suspension and the Contractor will be liable to all resulting costs.

7.1 Fines

The Principal Agent will have the authority to impose spot fines on the Contractor and/ or any of his employees should they not comply with the requirements of this EMP.

Fines

Fines will be issued for the transgressions listed below. Fines may be issued per incident at the discretion of the Principal Agent. Such fines will be issued in addition to any remedial costs incurred as a result of non-compliance with the Environmental Specifications. The Principal Agent will inform the Contractor of the contravention and the amount of the fine, and will deduct the amount from monies due under the Contract.

Fines for the activities detailed below, will be imposed by the Principal Agent on the Contractor and/or his Sub-contractors.

A	Any persons, vehicles, plant, or other equipment or materials related to the Contractor's operations within the designated boundaries of a "no-go" area	R20,000
B	Any vehicle driving in excess of designated speed limits	R500
C	Any vehicle and items of plant or materials being parked or stored outside the demarcated boundaries of the site	R2,000
C	Persons walking outside the demarcated boundaries of the site	R500
E	Persistent and un-repaired oil leaks from machinery. The use of inappropriate methods of refuelling such as the use of a funnel rather than a pump	R2,000
F	Litter on site	R2,000
G	Deliberate lighting of illegal fires on site	R10,000
H	The eating of meals on site outside the defined eating area. Individuals not making use of the site ablution facilities	R1,000

I	Dust or excess noise on or emanating from site	R2,000
J	Any person, vehicle, item of plant related to the Contractors operations causing a public nuisance	R1,000
K	Any other contravention of the EMP or Project Specifications identified	R2,000

For each subsequent similar offence, the fine may, at the discretion of the Principal Agent, be doubled in value to a maximum value of R50,000.

Penalties

1. Where the Contractor inflicts non-repairable damage upon the environment or fails to comply with any of the environmental specifications, he shall be liable to pay a penalty fine over and above any other contractual consequence. *{In terms of the Conventional Penalties Act (1962) a creditor is not entitled to recover both the penalty and damages. Accordingly, were a Contractor causes damage, the Employer can either enforce a penalty or make the Contractor make good the damage, but not both.}*
2. The Contractor is deemed NOT to have complied with this Specification if:
 - a. within the boundaries of the site, site extensions and haul / access roads there is evidence of contravention of the Specification;
 - b. environmental damage ensues due to negligence;
 - c. the Contractor fails to comply with corrective or other instructions issued by the Principal Agent with in a specific time; and/ or
 - d. the Contractor fails to respond adequately to complaints from the public.
3. Payment of any fines in terms of the contract shall not absolve the offender from being liable from prosecution in terms of any law.
4. The following penalties are suggested for transgressions:

a. Erosion	A penalty equivalent in value to the cost of rehabilitation plus 20%
b. Oil spills	A penalty equivalent in value to the cost of clean-up operation plus 20%
c. Effluent and hazardous material spills	A penalty equivalent in value to the cost of the clean-up operation plus 20%

8 **TESTING**

Void

9 **MEASUREMENT AND PAYMENT**

9.1 The environmental awareness training course

The organisation and attendance of the education course will be measured as a sum. The tender sum shall cover the time cost of all personnel attending the course, the provision of the venue and for any other operation necessary to comply with the requirements of the environmental awareness courses to the satisfaction of the Principal Agent.

9.2 All other requirements of the environmental management specification

All other work not measured elsewhere, associated with complying with any requirement of the environmental management programme shall be measured as a sum.

ANNEXURE A: ENVIRONMENTAL METHOD STATEMENT

CONTRACT:.....

DATE:.....

PROPOSED ACTIVITY (give title of method statement and reference number from the EMP):

WHAT WORK IS TO BE UNDERTAKEN (give a brief description of the works - attach extra information to ensure accurate description given):

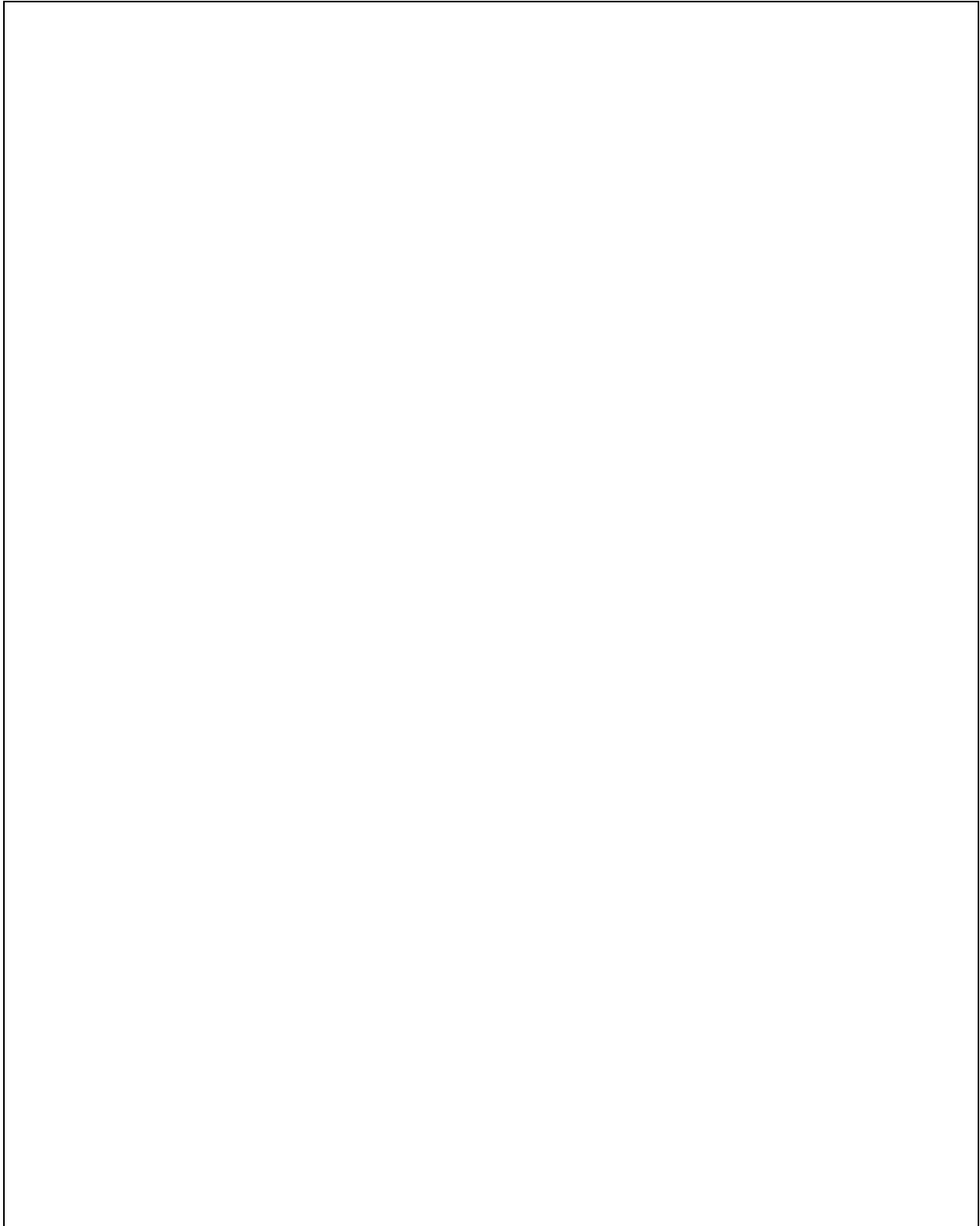
WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

START AND END DATE OF THE WORKS FOR WHICH THE METHOD STATEMENT IS REQUIRED:

Start Date:

End Date:

HOW THE WORKS ARE TO BE UNDERTAKEN (provide as much detail as possible, including annotated sketches and plans where possible):



Note: please give too much information rather than too little. Please ensure that issues such as emergency procedures, hydrocarbon management, wastewater management, access, individual responsibilities, materials, plant used, maintenance of plant, protection of natural features, etc. are covered where relevant

DECLARATIONS

1) PRINCIPAL AGENT'S REPRESENTATIVE/ENVIRONMENTAL OFFICER/ENVIRONMENTAL CONTROL OFFICER

The work described in this Method Statement, if carried out according to the methodology described, appears to be satisfactorily mitigated to prevent avoidable environmental harm:

(signed)

(print name)

Dated: _____

2) CONTRACTOR

I understand the contents of this Method Statement and the scope of the works required of me. I further understand that this Method Statement may be amended on application to other signatories and that the Principal Agent's Representative/Environmental Officer/Environmental Control Officer will audit my compliance with the contents of this Method Statement. I understand that this method statement does not absolve me from any of my obligations or responsibilities in terms of the Contract.

(signed)

(print name)

Dated: _____

3) PRINCIPAL AGENT

The works described in this Method Statement are approved.

(signed)

(print name)

(designation)

Dated: _____

ANNEXURE B: ENVIRONMENTAL SITE INSPECTION CHECKLIST

To be submitted to the Principal Agent once a week

CONTRACT:.....
















DATE:.....

ENVIRONMENTAL ASPECT	YES/ NO (✓ or X)	COMMENTS
• All new personnel on Site are aware of the contents of the EMP and have been through the environmental awareness course.		
• Contractor's camp is neat and tidy and the labourers' facilities are of an acceptable standard.		
• Sufficient and appropriate firefighting equipment is visible and readily available in the appropriate places.		
• Waste control and removal system is being maintained.		
• Fences are being maintained.		
• Drip trays are being utilised where there is a risk of spillage.		
• Bunded areas/drip trays are being emptied on a regular basis (especially after rain).		
• No leaks are visible from construction vehicles.		
• Refuelling of vehicles and plant occurs within designated areas, and appropriate refuelling apparatus and drip trays are being used.		
• "No go" areas, natural features, vegetation, etc. have not been damaged.		
• Dust control measures (if necessary) are in place and are effectively controlling dust.		
• Noise control measures (if necessary) are in place and are working effectively.		
• Erosion and sedimentation control measures (if necessary) are in place and are controlling effectively.		
• Material stockpiles are located within the boundary of the Site and are protected from erosion.		
• Other		

Completed by:.....

Signed:.....

ANNEXURE C: CONSTRUCTION PERSONNEL INFORMATION POSTER

ENVIRONMENTAL MANAGEMENT DO'S AND DON'TS	
 <p>Workers & equipment must stay inside the site boundaries at all times</p>	 <p>Use the toilets provided Report full or leaking toilets</p>
 <p>Do not swim in or drink from streams</p> <p>Do not throw oil, petrol, diesel, concrete or rubbish in the stream</p> <p>Do not work in the stream without direct instruction</p> <p>Do not damage the banks or vegetation of the stream</p>	 <p>Only eat in demarcated eating areas Never eat near a river or stream Put packaging & leftover food into rubbish bins</p>
 <p>Protect animals on the site</p> <p>Ask your supervisor or Contract's Manager to remove animals found on site</p>	 <p>Do not litter - put all rubbish (especially cement bags) into the bins provided Report full bins to your supervisor The responsible person should empty bins regularly</p>
 <p>Do not damage or cut down any trees or plants without permission</p> <p>Do not pick flowers</p>	 <p>Always keep to the speed limit Drivers - check & report leaks Ensure loads are secure & do not spill</p>
 <p>Put cigarette butts in a rubbish bin</p> <p>Do not smoke near gas, paints or petrol</p> <p>Do not light any fires without permission</p> <p>Know the positions of fire fighting equipment</p> <p>Report all fires</p> <p>Do not burn rubbish or vegetation without permission</p>	 <p>Know all the emergency phone numbers</p>
 <p>Work with petrol, oil & diesel in areas marked for this</p> <p>Report any petrol, oil & diesel leaks or spills</p> <p>Use a drip tray under vehicles & machinery</p> <p>Empty drip trays after rain & do not throw this water into a river</p>	 <p>Fines of between R1000 and R5000 Removal from site Construction may be stopped</p>
 <p>Try to avoid producing dust - wet dry ground & soil</p>	 <p>Report any breaks, floods, fires, leaks and injuries to your supervisor Ask questions!</p>
 <p>Do not make loud noises around the site, especially near schools and homes</p> <p>Report or repair noisy vehicles</p>	

H: HEALTH AND SAFETY SPECIFICATION

1. INTRODUCTION

1.1 Introduction to the Health and Safety Specification

The Construction Regulations (7 February 2014) places the responsibility on the Client to prepare a Health & Safety Specification, which informs the appointed contractor on all the risks not successfully eliminated during design.

1.2 Purpose of the Health and Safety Specification

To assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and the now promulgated Construction Regulations ((7 February 2014) in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction Health & Safety Plan by the Principal Contractor and all subsequent Health & Safety Plans by Contractors.

The Health and Safety Specification sets out the intention of the Client, Designer and Appointed OHS Agent Russell Maart (Zintathu-M). It also includes arrangements made by Zintathu-M to ensure that the parties involved in the project co-operate and co-ordinate their activities, to remove or minimise the risks to health and safety of those who are involved in the construction project, or who may be affected by the work activities.

This document sets out the requirements, under a number of pieces of Health and Safety Legislation, for the successful health and safety management of the Project by the Principal Contractor in accordance with the requirements set out in this Health and Safety Specification. The Principal Contractor will be expected to integrate their own health and safety policy and arrange documents into this plan.

The format is in line with the requirements of Regulation 7.1(a) of the Construction Regulations 2014, GNR 84, for a health and safety plan to be further developed **before** the commencement of construction.

1.3 Implementation of the Health and Safety Specification

This specification forms an integral part of the project, and the Principal Contractor **is required to use it** when drawing up their project-specific construction Health & Safety Plan. The Principal Contractor shall forward a copy or the applicable part of this specification to all Contractors, so that they can in turn prepare Health & Safety plans relating to their works.

1.4 Definitions

- **“Client”** means any person for whom construction work is performed.
- **“Competent Person”** means a person who-
 - (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work task: Provided that where appropriate qualifications and training

are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training: and

(b) Is familiar with the Act and with the applicable regulations made under the Act.

- **“Contractors”** means an employer who performs construction work and includes Principal Contractors.
- **“Construction Manager”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site.
- **“Construction Supervisor”** means a competent person responsible for supervising construction activities on a construction site.
- **“Construction Permit”** means a document issued in terms of regulation 3.
- **“Designer”** means any of the following persons –
 - (i) A person who prepares a design;
 - (ii) A person who checks and approves a design;
 - (iii) A person who arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;
 - (iv) An architect or engineer contributing to, or having overall responsibility for the design;
 - (v) Building services engineer designing details for fixed plant;
 - (vi) Surveyor specifying articles or drawing up specifications;
 - (vii) Contractor carrying out design works as part of a design and build project;
 - (viii) Temporary works engineer designing formwork and false work; and
 - (ix) Interior designer, shop-fitter and landscape architect.
- **“Health and Safety File”** means a file, or other record containing the information in writing required by these Regulations.
- **“Health and Safety Plan”** means a site, activity or project specific documented plan in accordance with the client’s health and safety specification.
- **“Health and Safety Specification”** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements and related to construction work.
- **“Principal Contractor”** means an employer, as defined in Section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of the construction site.

2. HEALTH AND SAFETY SPECIFICATION

2.1 Project Details:

OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS 85 OF 1983 – GENERAL SAFETY REGULATIONS:

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
Safety File	On site	CR 5(7)
Annexure "A" Notification	Department of Labour Notified	CR 3(3)
	Proof of sending in file	CR 3
Letter of Good Standing	Letter of Good Standing Valid	COIDA, CR 4(1)(g)
Health and Safety Specification	Available in file	CR 4(3)
	Site Specific	CR 4(1)(a)
Safety Plan (based on H&S Specification)	Available in file	CR 5(7)
	Assessed & Approved by client	CR 4(2)
HSE Policy	Policy Signed by CEO	OHS 13(a)
	Policy Displayed	OHS 13(a)
Hazard identification & Risk Assessment	Site Specific	CR 7
	Hazard Identification conducted	CR 7(1)(a)
	RA Plan drawn up and updated	CR 7(1)(d)&(e)
Agreement with Sub-Contractors (Mandatory)	Written agreement	OHS 37(2)
	Contractors app in writing	CR 5(3)(b)
	Valid/Up to date Letter of Good Standing	CR 4(1)(g)
	Supervisor Designated	CR 6(1)
	Safety Reps & Committees	OHS 37(2)
	First Aid	OHS 37(2)
Appointments and Specific Legal Requirements (Bold)	Contractor App (Letter in file)	CR 4(1)
	16.1 CEO	OHS 16(1)
	16.2 (Competent Person for OHS)	OHS 16(2)
	Client Health & Safety Agent (Private Agent)	CR4(5)
	Construction Work Supervisor	CR 6(1)
	Construction Work Assistant Supervisor	CR 6(2)
	Demolition Supervisor	CR 12(1)
	Electrical Equipment Inspector	CR 22(e)
	Fall Plan Developer	CR 8(1)(a)
	First Aider/s	GSR 3
	Fire Equipment Inspector	CR 27(h)
	Hand Tool Inspector	CR 21 & OHS 8(2)

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
	Hazard Chemical Substance Supervisor	HCS Regulation
	House keeping & Stacking Supervisor	CR 26(a)
	Incident / Accident Investigator	GAR 9(2)
	Ladder Inspector	GSR 13 A
	Responsible Person for Machinery	GMR 2(1)
	Risk Assessor	CR 7(1)
	Suspended Platform Supervisor	CR 15(1)
	Scaffolding Supervisor	CR 14(2)
	Scaffolding Erector	CR 14
	Scaffolding Inspector	CR 14
Certificates	First Aiders	GSR 3
	Scaffold Inspector/ Erector	GSR 13D(3)(b)
	Safety Officer	CR 6(6)
	Electrical Tools (Portable)	CR 22
	Employee Name Register (updated)	OHS 13
	Fire Extinguisher	CR 27(h)
	First Aid Box Contents	GSR 3
	Gas Welding & Cutting Equipment	GSR 9
	Hand Tools	CR 21
	Hazardous Chemical Substances (HCS)	HCS 5
	Goods Hoist	DMR 18(11)
	Ladders	GSR 13 (a)
	Machine Guards	GMR 3(3)
	Personal Protection Equipment	OHS 12(4)(a)
	Stacking	GSR 8
	Scaffolding	GSR 13
	Scaffolding Platforms	GSR 13
	Scaffold Suspended	GSR 13
	Scaffolding Trestle	GSR13
	Scaffold Framework	GSR 13
	Toolbox Talks (Proof)	Section 13(a)
	Pressure Equipment	GMR 2(1)
	PPE	Analysis Done
Issued Free of Charge		OHS 8 (2)(5)
Issue Register		OHS 8
Training Provided w.r.t. PPE		OHS 12(4)(a)
Training	Site Specific Induction	CR 7(7) & (8)
Training....2	Specialised Operator Training	Section 13(a)
	Toolbox Talks Held Weekly	Section 13(a)

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
	Safe Work Procedures	CR 7
	Follow-up on Training- safe Work Procedures	OHS 13(a)
Incident / Accident Reporting and Investigation	Procedure Displayed	OHS Sec 24 & GAR 6
	Copies of Medical on File	GAR 8(1)
	Investigation Reports	GAR 9
	Incident / Accident Register Up to Date	GAR 8 (1)
	Actioned by Management	GAR 8
Emergency Preparedness	Contact Numbers Displayed	
	Evacuation Instructions Displayed	
	Evacuation Plan Practiced	
	Evacuation Plan Displayed	
	Fire Risk Identified	
	Material Safety Sheets	
Fall Protection	Plan in Order	CR 8(2)(a)
	Medical Certificates In Order	CR 8(2)(b)
	Harnesses/ Life lines Used	CR 8(4)(d) & (e)
	Updated Plan On File	CR 8(3)
	Medical Questionnaire Used	CR 8(2)(b)
2.SITE / WORKPLACE		
SUBJECT	LEGAL REQUIREMENTS	REF
Asbestos	Disposal Certificate on file	AR 20
	Notification of Asbestos work	AR 3
	Asbestos plan of work compiled or approved by AIA	AR 21
	Decontamination facilities on site	AR 17
	PPE Utilised	AR 17
	Monitoring performed and result on file	AR 8 & 16
	Handling of Asbestos Waste	CR 12(9) & AR 11
	Asbestos Plan of work forwarded to Dept. Of Labour	AR 21
	Training Performed	AR 5
	Respirator Zone Demarcated where required	AR 10
	Asbestos Contractor Registration Certificate	AR 21
Housekeeping	Stacking/Storage in order	CR 25 & 26
	No Tripping Hazards	CR 25 & ERW
	Effective Waste Removal	CR 25(a)(ii)
PPE Compliance	By Workers	GSR 2
	By Visitors	GSR 2
	By Management	GSR 2

1. SAFETY FILE CONTENT		
SUBJECT	LEGAL REQUIREMENTS	REF
First Aid	Effective Availability	GSR 3
	Position Displayed	GSR 3
	First Aiders Displayed	GSR 3
	Register Inside	GSR 3
	Copy of Certificate on file	GSR 3
Fire Fighting Equipment	Adequate	CR 27
	Serviced Annually	ERW
	Good Physical Condition	ERW
	Staff Trained to use Equipment	CR 27(i)
Safety Signs	Warning (yellow)	
	Prohibitive (Red) - Don't	
	Mandatory (Blue) - Do's	
	General Info (Green)	
	Fire Fighting Info (Red)	
	Notice in Respect of Machinery	GMR 9 (2)(b)
	Road Signs	
	Scaffolding Signs	
	"No Unauthorized Entry"	
"Visitors to Report to site Office"		
Copies of Acts Displayed	OHS Act 85 of 1993	GAR 4
Storage and control of flammable, combustible material and gas cylinders	Suitable Storage Area	CR 23
	Surrounding Housekeeping	
	No Class- A Combustibles	
Storage, issue and control of HCS	Products Segregated	HASBAR
	Provision for Leakage/ Spillage	GSR 4
	Containers Marked	HCS 14
	Controlled by Designated Person	
Hand tools	Safe Working Condition	Entire OHSACT
Ablution Facilities	1 per 30 Employees and Per Sex (Male/Female)	CR 28(1)(b)
	Toilet Paper Available	FR 2(3)(a)
	Water for Hand Wash	FR 4(a)
	Soap Available	FR 2(3)(d)
	Towels Available	FR 2(3)
	Hygienic and Clean	FR 2(3)
Eating Facilities	Sufficiently Guarding Workers Against Elements	CR 28(1)(d)
Smoking	Employees Smoking in Designated Areas	FR 6

2.2 General Project Information Sheet

Development:

The work comprises of the construction of a new building for a 11 panel substation it is situated in a residential area.

All other works to be included on final revisions of scopes and plans.

2.3 Health and Safety Aims

The aim of this Health and Safety Specification is to ensure that health and safety management will be planned into the work undertaken by the Principal Contractor on this specific project to achieve the following:

- To put into practical effect, the commitment made by the Principal Contractor in their own health and safety policy statement;
- To ensure that, where necessary, the changes in attitude of all those involved with the project take place. The result should be the acceptance of responsibility, towards the health and safety objectives;
- To develop further good health and safety management practices on this contract and future contracts undertaken by the City of Cape Town. To ensure that high standards of health and safety performance are achieved in:
 - a) Co-operation with Zintathu-M and other contractors involved on the project.
 - b) Reducing accidents, ill health and injury to persons and damage to property, when undertaking work on the project.

2.4 Health and Safety Targets

The following health and safety targets have been set for achievement during the period of this project.

- The achievement, by the Principal Contractor, of an accident-free project, as far as possible, with the prevention of all accidents, and the achievement of a "no lost time" accident rate.
- The workforce's co-operation in ensuring that safety is everybody's responsibility.
- A proactive approach to health and safety by the construction management team.
- That safe working will be a condition of employment in all contractors' organisations.

2.5 Responsibilities

The Client

Will be responsible to apply for the Construction Work Permit 30 days before work commence and they will receive a site specific number before work can commence on site.

Russell Maart Zintathu-M, on behalf of the Client is responsible for implementing the Client's requirements for health and safety on the project. The Client will ensure adequate information is available to all parties, to ensure they can perform their duties under the requirements of this document and relevant statutory legislation.

The Client has appointed competent Designers, Zintathu-M, and a competent Principal Contractor to manage health and safety on this project.

Client's OHS Agent

Russell Maart (Zintathu-M) is the appointed OHS Agents for the project. Russell Maart (Zintathu-M) is responsible for representing the Client who is the City of Cape Town on the project and for co-ordinating the Design Team, with reference to the design risk assessment processes.

The Client's Design Team

The Design Team is: Ebesa 372e JV

The Design Team is responsible for:

- Design principles and design assumptions for the structures where the knowledge of these principles or assumptions is necessary for the safety of those who will work on or in the structure (meaning all "elements" e.g. structures, etc.). For example, these must identify any states of instability during erection including any suggested methods or sequence of assembly. Where assumptions have been made then appropriate control measures may need to be included here, as information for those who will plan the work.
 - Arrangements for the co-ordination of on-going design work and handling design changes (design changes arising from whatever causes, for example: Client changes, Designer changes, Contractor changes, on-site circumstances causing variations, etc.).
 - Significant (including unusual or difficult to manage) Health and Safety hazards or risks identified during design (that it has not been possible to eliminate by design).
 - Specified materials or substances with associated significant Health and Safety hazards requiring particular precautions. (This would particularly include fire hazards.)
 - Specific risks or difficult to manage issues inherent in the design where the Principal Contractor (or the Contractor) will be required to state how they will avoid or control them.
 - Weights and centre of gravity of unusual or significant elements intended (or likely) to be lifted into position. Examples of significant hazards where Designers always need to provide information include:
 - a) Hazardous or flammable substances specified in the design, e.g. fungicidal paints, or those containing isocyanides;
 - b) Features of the design and sequences of assembly or disassembly that are crucial to safe working;
 - c) Specific problems and possible solutions, for example: arrangements to enable the removal of a large item of plant from a work area / building;
 - d) Structures that create problems;
 - e) Heavy or awkward prefabricated elements likely to create risks in handling.
- The designer must also conduct a final inspection and issue a certificate of successful completion.

Principal Contractor

The Principal Contractor appointed for the project will take the Health and Safety specification and develop a health and safety plan for approval by Russell Maart (Zintathu-M).

The detailed Health and Safety plan will set out clearly the Principal Contractor's management systems for managing health and safety on the contract in accordance with Zintathu-M's health and safety requirements set out in this document, the designer's risk information and any relevant health and safety legislation.

The Health and Safety plan will be kept up to date by the Principal Contractor to include other contractors' risk control management information.

The Principal Contractor will co-operate with Zintathu-M in all aspects of complying with the duties laid upon them by the Construction Regulations (7 February 2014).

All comments contained in this section require specific measures to be incorporated into the construction health and safety plan. The Principal Contractor must not allow work to commence on site before an adequate construction health and safety plan is developed and approved.

The plan must contain the method statements and procedures for the project, before works starts on site. Further risk assessments and method statements must be carried out where the works may change, due to design changes.

The construction phase health and safety plan, developed by the Principal Contractor must also take into account current health and safety legislation and associated codes of practice. The Principal Contractor **MUST** appoint a Construction Manager as per the Construction Regulations (7 February 2014)

- I. Procedures are required to cover the following:
 - Arrangements for emergency electrical, fire and first aid facilities.
 - Arrangements for dealing with emergency situations, underground services.
 - Selection and maintenance of plant and equipment.
 - Selection of competent contractors.

- II. The following method statements and procedures **MUST** be available before work starts on site:
 - Establishment of site welfare, first aid and emergency procedures (fire and security, etc.).
 - Arrangements for emergency service vehicles access.
 - Public protection arrangements.
 - Protection to underground services.

III. Immediate details expected of the Principal Contractor

Site Staff:

Site Operatives:

Sub-Contractors:

Specialist Contractors:

Site Plant:

Contractors

Each contractor will be required to co-operate with the Principal Contractor and provide information on method statements, etc. for inclusion in the Health and Safety plan prepared by the Principal Contractor. In addition, each contractor will comply with the site rules and any reasonable instructions formulated by the Principal Contractor, in accordance with current relevant health and safety legislation.

Contractors will provide adequate information to the Principal Contractor who in turn will supply this information at monthly intervals to Zintathu-M.

2.7 Project Overview

2.5.1 Site Details:

The site is situated in Langeberg Extension

2.5.2 Advice to Client

- You are advised to promptly provide the Principal Contractor and his / her Agent with any information which might affect the Health and Safety of any person at work, carrying out construction work, for example: existing services below, other surveys available, pertaining to this site which may affect the works.
- Requirements to maintain access for emergency service vehicles.

Appoint a competent and well resourced Principal Contractor for the construction works.

- If an OHS Agent is appointed (in this case Russell Maart (Zintathu-M) the Client is responsible for assuring that Zintathu-M has the necessary competency and resource levels for the project.

2.5.3 Construction Materials

Common materials and substances used during construction may present health and safety hazards requiring the contractor to carry out other risk assessments.

Contractors should be aware of their duties under current regulations to identify hazardous materials or activities and undertake adequate assessment and implement the required control measures (i.e. Duty of Care).

Safety method statements and the provision of job safety instructions (for operatives) is an essential outcome of their risk assessment process.

2.5.4 Risk Assessments

As per annexure "A"

Hazard and risk assessment register, annexure "B"

2.5.5 Site Wide Elements

Your Construction Health and Safety Plan should include details of the following:

2.5.5.1 The positioning of the site access and egress points to ensure that any nuisance or risk to the adjacent properties is minimised and controlled.

2.5.5.2 The location of temporary site accommodation to ensure that adjacent sensitive properties are not subjected to any nuisance arising from the use of the facilities.

2.5.5.3 The location of unloading, layout and storage areas to reduce and minimise excessive manual handling of construction materials, damage to adjacent property and the security of the plant, equipment and materials.

2.5.5.4 to ensure adequate protection for employees, public footpath and road users. The use of suitable barriers, signs and the appointment of a signaller should be adopted to provide the required level of protection. The site must be enclosed by a ring fence / barrier system.

2.5.5.5 The arrangements for the reception of prospective visitors.

2.5.5.6 **A method statement must be obtained from the Structural Engineer when demolishing.**

2.5.6 Reference and Related Procedures

- The Occupational Health and Safety Act (No. 85 of 1993)
- The Construction Regulations (7 February 2014)
- All other relevant Health and Safety Legislation

2.8 **Organisational Arrangements**

2.6.1 Site Rules

The Principal Contractor's organisational arrangements for health and safety on the project must include that of other contractors involved.

Site rules must be developed by the Principal Contractor to ensure that the restrictions, outlined in this Health and Safety Specification, are met. In particular, arrangements and site rules must be developed to ensure that construction works do not put at risk the health and safety of the general public.

Generally, your health and safety policy and construction health and safety plan will be to specify site rules such as the wearing of personal protective equipment and no drinking or drugs, etc. on site.

2.6.2 Security

- Do not allow any person to climb over, get through or under any fence.
- Do not allow your employees to visit or trespass on any part of the premises other than their place of work.
- Do not allow your employees to remove from the premises anything, including your equipment and employee's own tools.
- Do not allow your employees to use short cuts through properties.
- Do not take fire arms or liquor onto the premises.
- Do not discuss your observations regarding plant layout, products stored, etc. with any outsiders about the City Of Cape Town.
- Be aware that you are responsible for the safe keeping, distribution and return on completion of the contract of all the City of Cape Town issued drawings and technical information.
- Ensure that your workforce displays, and returns at the end of the day, the temporary work permits issued by the responsible person.

2.6.3 Smoking

Ensure that all your employees are made aware that the City of Cape Town site is a NO SMOKING AREA. (Designated smoking areas to be identified).

2.8 Temporary Structures

- Ensure complete safety of the work and personnel through all stages of construction.
- **Ensure adequate protection of temporary or uncompleted structures and work against storm damage.**

2.9 Communication

The Principal Contractor must demonstrate a management structure for ensuring health and safety co-operation and co-ordination between all parties to the contract. This will include the development of a communications strategy between the appointed Principal Contractor, Contractors, Client, Design Team and Zintathu-M.

The Principal Contractor must ensure that an effective chain of communication exists, clearly showing that all levels of employees engaged on the contract participate in the communication process for health and safety concerns.

Regular meetings will be established between the parties where health and safety performance will be discussed. Minutes must be kept and distributed for action following the conclusion of each meeting.

Emergency and incident procedures must be developed and clearly co-ordinated between parties involved.

A security strategy must be developed by the Principal Contractor who must then communicate and co-ordinate that strategy to all parties to the contract.

2.10 Continuing Liaison

Procedures for liaison to continue between all parties throughout the project should include the particular points listed below.

All unforeseen eventualities which may occur during construction and which affect previously recognised health and safety issues or resources should be reported to Russell Maart (Zintathu-M).

Zintathu-M should be informed of all new designs, which may affect health and safety.

Arrangements should be made by the Principal Contractor with other contractors to ensure any information required for the health and safety file (see the following list), which is generated by the contractors' work, is stored and passed to the Principal Contractor prior to completion of their specific works. This will include the following:

- General details of the materials used.
- Details of the plan and equipment supplied and fitted
- Specific maintenance details or requirements (plant, equipment, fixtures and fittings – where applicable)
- All Agreements, Safety Committee minutes and nominated competent individuals, etc.
- All training records – i.e. special training needs, induction and visitor inductions.

3. GUIDANCE NOTES - “GOOD MANAGEMENT PRACTICE” FOR THE APPOINTED PRINCIPAL CONTRACTOR

This section contains the recommended Principal Contractor's essential elements, on how the contract must be managed. This is to ensure that the health and safety aims and targets will be achieved and to ensure the health and safety of those employed on the contract, or affected by the operation of the contract. As follows:

3.1 Scope

This Health & Safety specification covers the requirements for eliminating and mitigating the potential risks for incidents and injuries on this particular project

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

3.2 Interpretations

3.2.1 Application

This Health & Safety Specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

3.2.2 Definitions

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (7 February 2014) shall apply.

3.3 Minimum Administrative Requirements

3.3.1 Notification of Intention to Commence Construction Work

The Principal Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to Zintathu-M on appointment. This notification must be signed by the Client / Zintathu-M.

3.3.2 **Health and Safety Plan**

In compliance with the Construction Regulations, the contractor shall, after performing a risk assessment, prepare a health and safety plan for approval by the employer. The health and safety plan shall include but not be limited to the following:

- The safety management structure including the names of all designated persons such as the construction supervisor and any other competent person.
- Safe method statements and procedures to be adopted to ensure compliance with the OHSA. Aspects to be dealt with shall include:
 - The storage and use of materials
 - The use of plant, tools and vehicles
 - Temporary support structures
 - Dealing with working at height
 - Environmental conditions
 - Access control of unauthorised persons
- The provision and use of temporary services
- Compliance with permissions and permits
- Safety equipment, devices protective clothing
- Emergency procedures
- Induction and training
- Provision and maintenance of the health and safety file and other documentation

3.3.3 Assignment of the Principal Contractor's / Contractor's Responsible Persons to Supervise Health and Safety on Site

The Principal Contractor shall submit supervisory appointments in terms of Section 16.2 of the OHS Act 85/1993 and Construction Regulation 8.1 and 8.2. Proof of competency must be included.

3.3.4 Competency of the Principal Contractor's Appointed Responsible Persons

Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (7 February 2014). **Proof of competence** for the various appointments must be included. For the purpose of this contract, the most important competent persons would include but not be limited to: Construction Manager, Construction Supervisor; Portable Electrical Tools Inspectors; Vehicle Operators; Fire Equipment Inspector; First Aid Co-Ordinator, Emergency Co-Ordinator, etc.

All appointments must be in writing and acceptance thereof by way of signature by the appointed person.

3.3.5 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to Zintathu-M as proof of registration. Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

3.3.6 Occupational Health and Safety Policy

The Principal Contractor and all Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline company objectives and how they will be achieved, implemented and maintained by the Company / Contractor.

3.3.7 Health and Safety Organogram

The Principal Contractor and all Contractors shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons. In cases where appointments have not been made, the Organogram shall reflect the intended positions. The Organogram shall be updated when there are any changes in the Site Management Structure. This must be supplied to Russell Maart (Zintathu-M) within 7 working days.

3.3.8 Preliminary Hazard Identification and Risk Assessment and Progress Hazard Identification and Risk Assessment

The Principal Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work. The risks associated with the hazards identified, must be assessed and shall form part of the construction phase health and safety plan submitted for approval by Zintathu-M. The risk assessment must include;

- a) A list of hazards identified as well as potentially hazardous tasks;
- b) A documented risk assessment based on the list of hazards and tasks;
- c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
- d) A monitoring and review procedure of the risk assessment as the risks change.

Contractors shall also cause hazard identification, risk assessments and method statements to be performed and submitted to the Principal Contractor with their health & safety plans. The risk assessment documents must also be reviewed from time to time by the Contractors.

The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (a tool box talk strategy to be implemented, covering site specific Health and Safety Issues).

3.3.9 Health and Safety Representatives

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation (as per General Administrative Regulations) and trained to carry out their functions. The

appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at monthly health & safety meetings.

3.3.10 Health and Safety Committee Meetings

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be chaired by the Principal Contractor's Construction Manager (CR 8.1 Person). All Contractors' Construction Supervisors and Health & Safety Representatives shall attend the monthly health & safety meetings. Contractors shall table a report with supporting documents. Contractors shall also have their own internal health & safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

3.3.11 Health and Safety Training

3.3.11.1 Induction

The Principal Contractor shall ensure that all site personnel undergo a site-specific health & safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. Every employee must carry proof of induction training completion. A suitable venue must be available to house this training.

3.3.11.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement.

3.3.11.3 Competency

All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by Russell Maart (Zintathu-M), progress meetings, etc. The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work.

3.3.11.4 Typical Training Courses

Shall include but not limited to the following:

- First Aid Training
- OHS Representative Training
- Training shall also include but not be limited to weekly Toolbox Talks

3.3.12 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993, and with the Construction Regulations (7 February 2014). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections, audits and section (37.2) agreements, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Contractor opens and maintains its own health & safety file and makes it available on request. All files will be consolidated on completion of the project and handed over to the Client on completion of the contract.

3.3.13 Health & Safety Audits, Monitoring and Reporting

Russell Maart (Zintathu-M) shall conduct Fortnightly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client's audit reports shall be kept in the Client's Health & Safety File while the Principal Contractor's audit reports shall be kept in its file. Copies of all reports must be forwarded to Russell Maart (Zintathu-M). Principal Contractors have to audit their contractors and keep records of these audits in their health & safety files, available on request. The OHS File should **remain** on site at all times for the duration of the project.

3.3.14 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by Zintathu-M prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, electrocution, fire, hazardous material spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise Russell Maart (Zintathu-M) in writing forthwith, of any emergency situations, together with a record of action taken. A contact list, of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be available to site personnel. This list must be displayed in the site office at all times.

3.3.15 First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint First Aider (s) in writing. The appointed First Aider (s) must be in possession of valid first aid certificates, to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees shall have a trained, certified First Aider on site at all times.

3.3.16 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its Health & Safety Plan how it will handle each of these categories. When reporting injuries to Russell Maart (Zintathu-M), these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to Russell Maart (Zintathu-M) forthwith. All Contractors have to report all injuries to the Principal Contractor forthwith and submit a monthly report detailing the injuries. The Principal Contractor must report all injuries to Russell Maart (Zintathu-M) in the form of a detailed injury report at least monthly.

NB: The Principal Contractor to report on incidents to the Department of Labour in the format of Annexure 2 as per the Construction Regulations (7 February 2014).

3.3.17 Hazards and Potentially Hazardous Situations

The Principal Contractor shall immediately notify other Contractors as well as Zintathu-M of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

3.3.18 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safety footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SANS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is lost, stolen, worn out or damaged.

This procedure applies to Principal Contractors and their Contractors, as they are all Employers in their own right.

3.3.19 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area', "All incidents, accidents and illnesses to be reported to First Aider. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

3.3.20 Permits

May include but not limited to the following:

- Work permits
- Daily Registers
- Authorization permits
- Wayleaves
- Traffic Management Plan
- Visitors Register

3.3.21 Line isolation & Responsible Persons requirements

- i) The Responsible Person will be in possession of a valid ORHVS 0400 certificate and have a valid Authorization certificate.
- ii) The Responsible Person will be on site whenever there is any person on site.
- iii) If for any reason there is no Responsible Person on site, then no persons will be allowed on the premises.
- iv) When required, the Lines of the structures to be worked on would be isolated & earthed (circuit breakers switched off, isolating links opened & earth links closed). This would be done by a CCT representative who is authorised in writing to do so according to Operating Regulations for High Voltage Systems.
- iv) The CCT representative would issue a work permit to the Responsible Person who must be authorised in writing as a Responsible Person to accept a work permit according to Operating Regulations for High Voltage Systems.
- v) The CCT's Authorised Person & the Contractors Responsible would discuss the permitted work & all safety requirements noted in the work permit.
- vi) The authorised Responsible Person would safety test & have visible working earths attached to the lines on both sides of the work points.
- vii) All positions & times working earths are attached & removed must be noted on the works permit by the Responsible Person.
- ix) The permitted work would be carried out in accordance with any safety instructions written in the permit.
- x) On completion of the work as per the required duration written in the permit the Responsible Person would ensure all workers are clear of the structures being worked on & thereafter have all working earths removed.
- xi) The Responsible person would sign off the permit and hand it to the CCT representative who would make sure that the lines were clear and could be switched back on when required.

The Contractor must have a written safety plan on site, related to all required works according to the OHSAS act & all other safety regulations that may apply.

A hazard identification discussion must take

place between all staff on site on each new work day.

3.3.22 Contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations (7 February 2014), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors, shall mutatis mutandis ensure compliance as if it was the Principal Contractor.

3.3.23 Construction Health & Safety Officer

A part time / full time construction health & safety officer (in terms of Construction Regulation 8.5) will be required to co-ordinate the health & safety portfolio. The portfolio should include but not be limited to:

- a) Induction training;
- b) Health & safety audits including audits of contractors;
- c) Maintain the Principal Contractor's health & safety file and audit Contractors' health & safety plans and files;
- d) Investigate near misses, incidents and accidents;
- e) Co-ordinate that inspections are carried out by competent persons, and that records are kept in registers.

- f) Co-ordinate the function of reviewing the risk assessment document;
- g) Assisting with method statements and checking whether they are being implemented by the responsible persons on site.

3.3.24 Penalties

Penalties will be imposed by the Department of Labour on Contractors who do not comply with this Health and Safety Specification.

3.4 **Physical Requirements**

3.4.1 Stacking of Materials

The Principal Contractor and other relevant Contractors shall ensure that there are sufficient appointed staking supervisors and all materials, formwork and all equipment are stacked and stored safely. The site is fairly extensive, however space may present a problem, but this is not a reason for poor stacking and storage techniques. Double handling of material should be avoided and for this purpose, pallets and other stacking options should be used.

3.4.2 Edge Protection and Penetrations

The Principal Contractor must ensure that all edges and openings are guarded and demarcated at all times until permanent protection is erected. The guards must be constructed of scaffold type tubing, with guardrails, painted yellow and located +/- one meter above floor level.

3.4.3 Excavations, Shoring and Drainage

The Principal Contractor and any relevant Contractors shall make provision in their tender for shoring and drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift and a record is kept;
- b) Safe work procedures have been communicated to the workers;
- c) The safe work procedures are enforced and maintained by the Contractor's
- d) The requirements of Construction Regulation 13 are adhered to.

3.4.4 Construction Materials

The following commonly used construction materials and substances potentially pose health and safety hazards:

- Various metal components
- Timber
- Chemicals

3.4.5 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations.

The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately. e.g. **Asbestos Work**, only a registered contractor shall carry out asbestos work. The contractor shall submit a plan of work to an approved asbestos authority at least 30 days prior to the commencement of the work. The approved asbestos authority can at its discretion allow a shorter period of time for the submissions.

3.4.6 Housekeeping

- The Contractor shall demarcate an area for waste and debris, and shall provide sufficient refuse bins with lids for domestic waste.
- All waste, debris and refuse shall be removed at regular intervals.
- Housekeeping shall be done daily and workers to be made aware by way of toolbox talks.

3.4.7 Site Access and Environmental Conditions

a) Site access and vehicular routes should be noted, because provision should be made for emergencies

b) Environment

The principal contractor shall ensure compliance with all current environmental legislation applicable to the works and the site.

c) No lifting devices will be used on site due to overhead power cables.

d) Precautions should be taken where tall grass exist for snakes and other animals

3.4.8 Speed Restrictions

The Principal Contractor shall ensure that all persons in its employ, all Contractors, and all those visiting the site are aware and comply with the site speed restrictions. If at all possible, separate vehicle and pedestrian access routes shall be provided, if at all possible maintained, controlled, and enforced. **A traffic management plan should be in place when working in the road reserve or close to it and this traffic management plan must be approved by the Traffic Department.**

3.4.9 Ladders and ladder work

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above landing and must be secured at top and bottom and should be +- 12m apart if the excavation is deeper than a meter and longer than 12m.

3.5 Plant and Machinery

3.5.1 Construction Plant

“Construction Plant” includes all types of plant including but not limited to, road vehicles, and all lifting equipment. The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (7 February 2014). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery and the appropriate supervision must be provided. The appropriate PPE and clothing must be provided and maintained in good condition at all times.

3.5.2 Materials

All re-usable material will be stock piled and barricaded.

3.5.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required.

3.5.4 Hired Plant and Machinery

No machinery will be used to excavate in and around any Substation or any other electrical equipment.

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use (including load test certificates, road worthy certificates, inspection registers). The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (7 February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same. Particular care is to be exercised when planning for crane positioning.

3.5.5 Lifting Tackle

The Principal Contractor and all Contractors shall ensure that lifting tackle are inspected before use and thereafter in accordance with the Construction Regulations (section 22). There must be competent lifting tackle inspectors who must inspect the equipment daily, before use, taking into account that:

- All lifting tackle must carry a load test certificate and must have an inspection register.
- All lifting tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes trained banksman to direct lifting operations and check lifting tackle.

- The trained banksman should have the proper PPE such as high visible clothing act.

3.5.6 General Machinery

The Principal Contractor and relevant Contractors shall ensure compliance with the Driven Machinery Regulations, which includes inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE and clothing, and training those who operate machinery.

3.5.7 Portable Electrical Tools

The Contractor shall ensure that use and storage of all portable electrical tools are in compliance with relevant legislation. The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorised trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- A register indicating the issue and return.

3.5.8 Public and Site Visitor Health & Safety

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers. Appropriate health and safety notices and signs shall be posted up, but shall not be the only safety measure taken.

Both Zintathu-M and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities. Site visitors must be briefed on the hazards and risks that they may be exposed to and what measures should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations. All visitors must report to the site office where they should receive relevant health & safety information. The site office should be strategically located so that site visitors are not exposed to risks prior to reporting at the office.

3.5.9 Transport of Workers

The Principal Contractor and other Contractors shall not:

- Transport persons together with goods or tools unless there is an appropriate area or section to store goods and tools;
- Transport persons in a non-enclosed vehicle, e.g. truck. There must be an adequate canopy (properly covering the back and top) and suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle;
- Transport workers in bakes unless they are closed / covered and have the correct number of seats for the passengers.

3.6 Occupational Health

3.6.3 Occupational Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and leads to medical conditions like cancers, skin disorders, and noise induced hearing loss, etc. All Contractors must ensure that adequate health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction.

3.6.4 Welfare Facilities

The Principal Contractor must supply sufficient number of clean, hygienic toilets (1 toilet per 30 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas. Adequate potable water must be provided.

3.6.5 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith.

Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A comprehensive disciplinary procedure should be followed by the Contractors and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

Annexure - A

Risk Assessor: ??????????????			Date:						
ACTIVITY (WORK TO BE PERFORMED)	POTENTIAL HAZARD (INJURY/DAMAGE/LOS S)	POSSIBLE RESULT (TYPE/INJURY/LOSS)	RISK EVALUATION					PREVENTATIVE MEASURES (SAFE WORK PROCEDURES)	CONTROLS (SUPERVISION/REGISTERS)
			A	B	C	D	R		
LADDER WORK	INJURY	HEAD INJURIES	8	2	0	0	M	TOOLBOX TALKS	REGISTERS
		FRACTURES							SUPERVISION
		SPRAINS							
OVERHEAD HAZARDS	INJURY	HEAD INJURY	8	2	0	0	M	PPE & TOOLBOX TALKS	SUPERVISION
TRIPPING HAZARDS	INJURY	HEAD INJURY	8	2	0	0	M	TOOLBOX TALKS	SUPERVISION
		FRACTURES						VIGILANCE	
		SPRAINS							
MANUAL HANDLING OF MATERIAL AND TOOLS	INJURY	STRAINS	4	4	0	0	M	TOOLBOX TALKS	SUPERVISION
ENVIRONMENTAL CONDITIONS (HIGH WINDS)	INJURY LOSS DAMAGE	LOSS OF LIFE	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION
		FRACTURES							
		ABRASIONS							

ACTIVITY (WORK TO BE PERFORMED)	POTENTIAL HAZARD (INJURY/DAMAGE/LOSSES)	POSSIBLE RESULT (TYPE/INJURY/LOSS)	RISK EVALUATION					PREVENTATIVE MEASURES (SAFE WORK PROCEDURES)	CONTROLS (SUPERVISION/ REGISTERS)
			A	B	C	D	R		
CONSTRUCTION VEHICLES	INJURY	LOSS OF LIFE FRACTURES	10	10	10	2	C	TOOLBOX TALKS VIGILANCE	SUPERVISION
WORKS IN EXCAVATION	INJURY	LOSS OF LIFE	10	10	10	0	H	TOOLBOX TALKS	P/C REGISTERS SUPERVISION
INSTALLATION/ PULLING	INJURY	LACERATIONS	2	8	0	0	M	PPE TOOLBOX TALKS	SUPERVISION
LIVE WORK	INJURY	LOSS OF LIFE	10	0	10	0	H	COMPETENT PEOPLE	SUPERVISION
CHASING	INJURY/ DAMAGE	AMPUTATION	8	0	4	0	M	TOOLBOX TALKS	SUPERVISION
WORKING AT HEIGHTS	INJURY	FRACTURES LOSS OF LIFE	10	0	4	0	M	TOOLBOX TALKS TRAINING	SUPERVISION
BRICK/BLOCKLAYING	INJURY	FRACTURES	10	0	4	0	H	TOOLBOX TALKS	SUPERVISION
SCAFFOLDING	INJURY/ DAMAGE	LOSS OF LIFE FRACTURES	10	10	10	0	H	TOOLBOX TALKS TRAINING	SUPERVISION
NOISE/VIBRATIONS	DEAFNESS / INJURY	DEAFNESS/INJURY TO JOINTS	10	0	4	0	H	TOOLBOX TALKS/PPE	SUPERVISION

HAZARDOUS SUBSTANCES	INJURY/ILLNESS	DISEASES/INJURY	10	0	4	0	H	TOOLBOX TALKS	SUPERVISION
DUST	INJURY / ILLNESS	EYESIGHT/LUNGS	10	8	4	0	H	TOOLBOX TALKS / PPE	SUPERVISION
STEEL ERECTION	INJURY	LOSS OF LIMB / FRACTURES	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION

ANNEXURE – B

Hazard, Risk & Near-Miss Register

SITE:		SITE MANAGER:			SITE HSE REP:		
ITEM	DATE	REPORTED BY	WORK AREA	DESCRIPTION OF HAZARD, RISK OR NEAR-MISS	INVESTIGATED BY	REPORT NO	CLOSE-OUT DATE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							

CITY OF CAPE TOWN

DIRECTORATE: ELECTRICITY GENERATION AND DISTRIBUTION

CONTRACT NO: 10Q/2020/21

TERM TENDER FOR CONCRETE FLOOR MODIFICATIONS IN SUBSTATIONS AND SWITCHING STATIONS

C3.6 Annexes

CONTENTS

Annex 1: Monthly Project Labour Report

Annex 2: B-BBEE Sub-contract Expenditure Report

Annex 3: Joint Venture Expenditure Report

Annex 4: Targeted Labour Contract Participation Expenditure Report

Annex 5: Targeted Enterprises Contract Participation Expenditure Report

ANNEX 1

**CITY OF CAPE TOWN
MONTHLY PROJECT LABOUR REPORT**



Instructions for completing and submitting forms

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, proper case characters; alternatively, should a computer not be available, handwritten in black ink.
- 2 Incomplete / incorrect / illegible forms will not be accepted.
- 3 Any conditions relating to targeted labour stipulated in the Contract (in the case of contracted out services or works) shall apply to the completion and submission of these forms.
- 4 This document is available in Microsoft Excel format upon request from the City's EPWP office, tel 021 400 9406, email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Only the Project Number supplied by the Corporate EPWP Office must be inserted.
The Project Number can be obtained from the Coordinator or Project Manager or from the e-mail address in point 4 above.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Beneficiary Details and Work Information

- 8 Care must be taken to ensure that beneficiary details correspond accurately with the beneficiary's ID document.

- 9 A new beneficiary is one in respect of which a new employment contract is signed in the current month. A certified ID copy must accompany this labour report on submission.
- 10 Was the beneficiary sourced from the City's job seeker database?
- 11 The contract end date as stated in the beneficiary's employment contract.
- 12 Where a beneficiary has not worked in a particular month, the beneficiary's name shall not be reflected on this form at all for the month in question.
- 13 Training will be recorded separately from normal working days and together shall not exceed the maximum of 23 days per month
- 14 Workers earning more than the maximum daily rate (currently R450 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 15 Signed hardcopy forms must be scanned and submitted to the City's project manager in electronic (.pdf) format, together with the completed form in Microsoft Excel format.
- 16 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and ID documents are only required in respect of new beneficiaries.
- 17 If a computer is not available hardcopy forms and supporting documentation will be accepted.

PROJECT DETAILS

Numbers in cells below e.g (6) refer to the relevant instruction above for completing and submitting forms

CONTRACT OR WORKS PROJECT NAME: (6)		EPWP SUPPLIED PROJECT NUMBER: (6)										
DIRECTORATE:		DEPARTMENT:										
CONTRACTOR OR VENDOR NAME:		CONTRACTOR OR VENDOR E-MAIL ADDRESS:										
CONTRACTOR OR VENDOR CONTACT PERSON:		CONTRACTOR OR VENDOR TEL. NUMBER:	CELL WORK									
PROJECT LABOUR REPORT CURRENT MONTH (mark with "X")												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)						
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)												
R												

MONTHLY PROJECT LABOUR REPORT



BENEFICIARY DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:	
-----------------------------------	--

Year	Month

Sheet		
1	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) New Beneficiary (Y/N)	Gender (M/F)	Disabled (Y/N)	(10) Job seeker database (Y/N)	Contract start date (DDMMYY)	(11) Contract end date (DDMMYY)	(12) No. days worked this month (excl. training)	(13) Training days	(14) Rate of pay per day (R - c)
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												

0 0 R -

Declared by Contractor or Vendor to be true and correct:	Name	Signature
	Date	

Received by Employer's Agent / Representative:	Name	Signature
	Date	

ANNEX 2

CITY OF CAPE TOWN

**CONTRACT NO: 10Q/2020/21 AND
NAME:**

CONTRACTOR:

B-BBEE SUB-CONTRACT EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R
---	---

B-BBEE Status Level of Prime Contractor	
---	--

Name of Sub-contractor (list all)	B-BBEE Status Level of Sub-contractor ¹	Total value of Sub-contract (excl. VAT) ¹	Value of Sub-contract work to date (excl. VAT) ¹	Value of Sub-contract work Sub-contractors with a lower BBEE Status Level than Prime Contractor
Sub-contractor A		R	R	R
Sub-contractor B		R	R	R
Sub-contractor C		R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of **P***

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Principal Agent/ Representative

Date:

ANNEX 3

CITY OF CAPE TOWN

CONTRACT NO: 10Q/2020/21 AND
NAME:

CONTRACTOR:

JOINT VENTURE EXPENDITURE REPORT BASED ON PAYMENT CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*) R

B-BBEE Status Level of Joint Venture

Name of Joint Venture partner (list all)	B-BBEE Status Level of each JV partner as at contract award	Percentage contribution of JV partner per JV Agreement ¹ A	Total value of JV partner's contribution (excl. VAT) ¹ B = A% x P*	Value of JV partner's contribution to date (excl. VAT) ¹ C	Value of JV partner's contribution as a percentage of the work executed to date D = C/P*100
JV Partner A		%	R	R	
JV Partner B		%	R	R	
JV Partner C		%	R	R	

¹Documentary evidence to be provided

Signatures

Declared by Contractor to be true and correct:

Date:

Verified by Principal Agent / Representative

Date:

ANNEX 4

CITY OF CAPE TOWN

**CONTRACT NO: 10Q/2020/21 AND
NAME:**

CONTRACTOR:

TARGETED LABOUR CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R
--	---

Specified Targeted Labour Contract Participation Goal	%
---	---

Name of Contractor/Sub-contractor (list all)	Total previous expenditure on wages in respect of targeted labour	Net Amount for this month ¹	Total expenditure on wages in respect of targeted labour
Contractor	R	R	R
Sub-contractor A	R	R	R
Sub-contractor B	R	R	R

¹Documentary evidence to be provided

Total:	R
Expressed as a percentage of P*	

Signatures

Declared by Contractor to be true and correct:

Date

Verified by Principal Agent / Representative

Date

ANNEX 5

CITY OF CAPE TOWN

CONTRACT NO: 10Q/2020/21 AND NAME: _____

CONTRACTOR: _____

TARGETED ENTERPRISES CONTRACT PARTICIPATION EXPENDITURE REPORT BASED ON CERTIFICATE NO.

Value of the contract (as defined in the Preference Schedule) (P*)	R
--	---

Specified Targeted Enterprises Contract Partic
--

Name of targeted enterprise (list all)	Total previous expenditure (excl. VAT) to targeted enterprises	Net Amount for this month ¹	Total expenditure
Targeted Enterprise A	R	R	R
Targeted Enterprise B	R	R	R
Targeted Enterprise C	R	R	R

¹Documentary evidence to be provided

Total: R
Expressed as a percentage of P*

Signatures

Declared by Contractor
to be true and correct:

Date _____

Verified by Employer's Agent/
Employer's Agent's
Representative:

Date _____

Part C4: Site information

	Pages
C4 Site information	210 - 211