

## **C3.1 Description of the Works**

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#### **3.1.1 EMPLOYER'S OBJECTIVES**

The new Fisantekraal Clinic is to be constructed to provide essential health care to the community of Fisantekraal.

#### **3.1.2 OVERVIEW OF THE WORKS**

The new Fisantekraal Clinic comprises the construction of a single storey building consisting of a main building with a records room, dispensary, consulting rooms, offices, DST room, emergency room, treatment room, ablutions, staff room, storage rooms, linen and laundry rooms, dressing room, preparation room and waiting areas. There are also some outbuildings comprising of a sputum, medical waste, garden and refuse rooms and including siteworks.

#### **3.1.3 EXTENT OF THE WORKS**

The building is to be constructed using conventional building materials, concrete, steel, brickwork and timber.

The extent of the labour to be employed will consist of general work, bricklaying, carpentry, plastering, painting and specialist labour will consist of metalwork, roofing, ceilings, plumbing and glazing.

#### **3.1.4 LOCATION OF THE WORKS**

The building site is situated on erf 1666, on the corner of Lucullus street and Silvertree street, Greenville, Fisantekraal.

#### **3.1.5 TEMPORARY WORKS**

Not applicable.

## C3.2 Engineering / Design

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#### 3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Not applicable.

#### 3.2.2 EMPLOYER'S DESIGN

Not applicable

#### 3.2.3 DESIGN BRIEF

Not applicable

#### 3.2.4 DRAWINGS

The drawings listed in the table below are provided electronically on the attached CD.

Architectural		
Architects	DK Architects	
	Locality plan	18-456.3-1101 Rev. 02
	Ground storey plan	18-456.3-1301 Rev. 02
	External structures	18-456.3-1302 Rev. 02
	Sections	18-456.3-1401 Rev. 01
	Sections	18-456.3-1402 Rev. 01
	Elevations	18-456.3-1501 Rev. 01

	Furniture schedule - Type BIF 1	18-456.3-2101 Rev. 0
	Furniture schedule - Type BIF 2	18-456.3-2102 Rev. 0
	Furniture schedule - Type BIF 3	18-456.3-2103 Rev. 0
	Furniture schedule - Type BIF 4	18-456.3-2104 Rev. 0
	Furniture schedule - Type BIF 5	18-456.3-2105 Rev. 0
	Furniture schedule - Type BIF 6	18-456.3-2106 Rev. 0
	Furniture schedule - Type BIF 7	18-456.3-2107 Rev. 0
	Furniture schedule - Type BIF 8	18-456.3-2108 Rev. 0
	Furniture schedule - Type BIF 9	18-456.3-2109 Rev. 0
	Furniture schedule - Type BIF 10	18-456.3-2110 Rev. 0
	Furniture schedule - Type BIF 11	18-456.3-2111 Rev. 0
	Furniture schedule - Type BIF 12	18-456.3-2112 Rev. 0
	Furniture schedule - Type BIF 13	18-456.3-2113 Rev. 0
	Furniture schedule - Type BIF 14	18-456.3-2114 Rev. 0
	Furniture schedule - Type BIF 15	18-456.3-2115 Rev. 0
	Furniture schedule - Type BIF 16	18-456.3-2116 Rev. 0
	Furniture schedule - Type BIF 17	18-456.3-2117 Rev. 0
	Furniture schedule - Type BIF 18	18-456.3-2118 Rev. 0
	Furniture schedule - Type BIF 19	18-456.3-2119 Rev. 0
	Furniture schedule - Type BIF 20	18-456.3-2120 Rev. 0
	Furniture schedule - Type BIF 21	18-456.3-2121 Rev. 0
	Furniture schedule - Type BIF 22	18-456.3-2122 Rev. 0
	Furniture schedule - Type BIF 23	18-456.3-2123 Rev. 0
	Furniture schedule - Type BIF 24	18-456.3-2124 Rev. 0
	Furniture schedule - Type BIF 25	18-456.3-2125 Rev. 0
	Furniture schedule - Type BIF 26	18-456.3-2126 Rev. 0
	Furniture schedule - Type BIF 27	18-456.3-2127 Rev. 0
	Furniture schedule - Type BIF 28	18-456.3-2128 Rev. 0
	Furniture schedule - Type BIF 29	18-456.3-2129 Rev. 0
	Furniture schedule - Type BIF 30	18-456.3-2130 Rev. 0
	Furniture schedule - Type BIF 31	18-456.3-2131 Rev. 0
	Window schedule - Type WA	18-456.3-4101 Rev. 1
	Window schedule - Type WB	18-456.3-4102 Rev. 1
	Window schedule - Type WC	18-456.3-4103 Rev. 1
	Window schedule - Type WD	18-456.3-4104 Rev. 1
	Window schedule - Type WE	18-456.3-4105 Rev. 1
	Window schedule - Type WF	18-456.3-4106 Rev. 1
	Window schedule - Type WG	18-456.3-4107 Rev. 1
	Window schedule - Type WH	18-456.3-4108 Rev. 1
	Window schedule - Type WJ	18-456.3-4109 Rev. 1
	Window schedule - Type WK	18-456.3-4110 Rev. 1
	Window schedule - Type WL	18-456.3-4111 Rev. 1
	Window schedule - Type WM	18-456.3-4112 Rev. 1
	Window schedule - Type WN	18-456.3-4113 Rev. 1

	Window schedule - Type WP	18-456.3-4114 Rev. 0
	Window schedule - Type WQ	18-456.3-4115 Rev. 1
	Window schedule - Type WR	18-456.3-4116 Rev. 1
	Door schedule - Type DA	18-456.3-4201 Rev. 1
	Door schedule - Type DB	18-456.3-4202 Rev. 1
	Door schedule - Type DC	18-456.3-4203 Rev. 1
	Door schedule - Type DD	18-456.3-4204 Rev. 1
	Door schedule - Type DE	18-456.3-4205 Rev. 1
	Door schedule - Type DF	18-456.3-4206 Rev. 1
	Door schedule - Type DG	18-456.3-4207 Rev. 1
	Door schedule - Type DH	18-456.3-4208 Rev. 1
	Door schedule - Type DJ	18-456.3-4209 Rev. 0
	Door schedule - Type DK	18-456.3-4210 Rev. 0
	Door schedule - Type DL	18-456.3-4211 Rev. 1
	Door schedule - Type DM	18-456.3-4212 Rev. 1
	Door schedule - Type DN	18-456.3-4213 Rev. 0
	Door schedule - Type DP	18-456.3-4214 Rev. 0
	Door schedule - Type DQ	18-456.3-4215 Rev. 0
	Door schedule - Type DR	18-456.3-4216 Rev. 0
	Door schedule - Type DS	18-456.3-4217 Rev. 0
	Door schedule - Type DT	18-456.3-4218 Rev. 0
	Door schedule - Type DU	18-456.3-4219 Rev. 0
	Door schedule - Type DV	18-456.3-4220 Rev. 1
	Door schedule - Type RA	18-456.3-4221 Rev. 0
	Door schedule - Type RB	18-456.3-4222 Rev. 0
	Door schedule - Type RC	18-456.3-4223 Rev. 0
	Door schedule - Type RD	18-456.3-4224 Rev. 0
	Door schedule - Type RE	18-456.3-4225 Rev. 0
	Door schedule - Type RF	18-456.3-4226 Rev. 0
	Door schedule - Type RG	18-456.3-4227 Rev. 0
	Gate schedule - Type GA	18-456.3-4228 Rev. 0
	Gate schedule - Type GB	18-456.3-4229 Rev. 0
	Gate schedule - Type GC	18-456.3-4230 Rev. 0
	Gate schedule - Type GD	18-456.3-4231 Rev. 0
	Gate schedule - Type GE	18-456.3-4232 Rev. 0
	Gate schedule - Type GF	18-456.3-4233 Rev. 0
	Specification	18-456.3-6102 Rev. 03
Engineering		
Structural Engineers	SOLO Structural Engineering Service	
	General notes	17065/01S Rev. 0
	Foundation layout	17065/02S Rev. 0
	Surface bed layout	17065/03S Rev. 0
	Roof slab layout	17065/04S Rev. 0
	External building details	17065/05S Rev. 0

	Boundary wall details	17065/06S Rev. 0
Electrical Engineers	BVI Engineering	
	Sleeve layout	33132.00-301-01 Rev.0
	Single line diagram: Generator connection, main-DB and UPS-DB	33132.00-312-01 Rev.0
	Single line diagram: SDB-1 and SDB-1 UPS	33132.00-312-02 Rev.0
	Single diagram: SDB-2 and SDB-2 ups	33132.00-312-03 Rev.0
	Ground floor: Security, access control & PA layout	33132.00-320-01 Rev.0
	Ground floor: Fire layout	33132.00-340-01 Rev.0
	Ground floor: Electrical distribution layout	33132.00-370-01 Rev.0
	Ground floor: Trunking and cable tray layout	33132.00-377-01 Rev.0
	Ground floor: Lighting layout	33132.00-380-01 Rev.0
	General electrical specification	BVI 2018-04-24
	General electronic specification	BVI 2018-04-24
Mechanical Engineers	BVI Engineering	
	Plumbing layout	33132.00-710-01 Rev.0
	Fire plan	33132.00-720-01 Rev.0
	HVAC layout	33132.00-740-01 Rev.0
	Drainage layout	33132.00-790-01 Rev.0
	HVAC specification – April 2018	33132.00
	Wet services specification - April 2018	33132.00
	Fire services specification – April 2018	33132.00
Civil Engineers	BNC Engineering	
	Existing services	16008/FK/C/01 Rev. C
	Roads and stormwater layout	16008/FK/C/02 Rev. C
	Water and sewer layout	16008/FK/C/03 Rev. C
	Standard details	16008/FK/C/04 Rev. C
	Irrigation & electrical sleeves layout	16008/FK/C/05 Rev. A
Landscape Architect	Terra Plus Landscape Architects	
	Planting plan	Drawing 067-04.1 Rev. D
	Landscape plan	Drawing 067-02.1 Rev. D
	Specifications	April 2018

### 3.2.5 DESIGN PROCEDURES

Not applicable

## C3.3 Procurement

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- 3.3.1 PREFERENTIAL PROCUREMENT
- 3.3.2 SUB-CONTRACTING PROCEDURES

#### 3.3.1. PREFERENTIAL PROCUREMENT

The Works 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.

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.

#### 3.3.2. SUB-CONTRACTING PROCEDURES

##### 3.3.2.1 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 Employer's 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 Employer's 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 Employer's Agent, a sub-contractor shall be deemed to be a non-compliant contributor.

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

### 3.3.2.2 Procedure for the selection of sub-contractors/suppliers

Where monetary allowances for provisional sums or prime costs items have been provided in the Bills of Quantities, 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 R200 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 Employer's Agent. The evaluation of the quotations received must include a preference points system as described in F.3.11 of the Tender Data.

Where the monetary allowance is in excess of R200 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 Employer's Agent in consultation with and to the approval of the Contractor, invitations to tender will be advertised in the media by the Employer's Agent on behalf of the Contractor, and a sub-contractor/supplier will be selected from the responses received, by the Contractor and Employer's Agent in consultation. The evaluation of the offers received must include a preference points system as described in F.3.11 of the Tender Data. The Contractor must satisfy itself 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 R200 000 or in excess of R200 000), the contractual relationship between the Contractor and sub-contractor/supplier shall be as described in the conditions of contract.

CITY OF CAPE TOWN

DIRECTORATE: COMMUNITY SERVICES & HEALTH

CONTRACT NO. 182Q/2019/20

CONSTRUCTION OF NEW FISANTEKRAAL CLINIC

## **C3.4 Construction**

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- 3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS
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- 3.4.4 LOCAL PRODUCTION AND CONTENT
- 3.4.5 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.6 UNIVERSAL ACCESS

#### **3.4.1. APPLICABLE STANDARDISED SPECIFICATIONS**

SANS 10400 National Building Regulations.

#### **3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS**

Not applicable.

#### **3.4.3. 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 Employer's 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.



#### **3.4.4. LOCAL PRODUCTION AND CONTENT**

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

#### **3.4.5 EMPLOYMENT OF SECURITY PERSONNEL**

All security staff employed by the contractor supplier 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 employer's agent upon request.

#### **3.4.6 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.

## C3.5 Management

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- 3.5.1. FORMS FOR CONTRACT ADMINISTRATION
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- 3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME
- 3.5.6. HEALTH AND SAFETY
- 3.5.7. PLANNING AND PROGRAMMING

#### 3.5.1. FORMS FOR CONTRACT ADMINISTRATION

The Contractor shall complete, sign and submit with each monthly statement for payment, the following updated returns (the format of which are attached in C3.6 Annexes as amended from time to time):

- Monthly Project Labour Report (Annex 1)
- 
- B-BBEE Sub-contract Expenditure Report (Annex 2)
- Joint Venture Expenditure Report (Annex 3)
- Targeted Labour Contract Participation Expenditure Report (Annex 4)
- 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 Employer's Agent with copies of the signed employment contracts entered into with such labour, together with certified copies of identification documents 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 Employer's 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 employer's 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 (if applicable) is required for monitoring the contractor's compliance for achieving the specified minimum targeted labour contract participation goal (CPG<sub>L</sub>) 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<sub>E</sub>) and, if applicable, for calculating any penalty in terms thereof.

The Expenditure Reports shall be verified by the Employer's Agent/Employer's 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** 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 Employer's Agent.

### 3.5.2 PARTICIPATION OF TARGETED LABOUR

#### 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 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 the 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<sub>L</sub>) is

2 %
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The minimum CPG<sub>L</sub> 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 Employer's Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>L</sub>.

#### 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 shown on plan in Part C4: Site Information

**"Targeted labour contract participation goal (CPG<sub>L</sub>)"** 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 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 Employer's Agent.

### 3.5.2.4 Contract participation goal credits

Credits towards the achieving the minimum CPG<sub>L</sub> 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 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  $\text{CPG}_L^S$  = the specified minimum targeted labour contract participation goal (expressed as a percentage).

$\text{CPG}_L^A$  = the targeted labour contract participation goal achieved (expressed as a percentage).

$P^*$  = the value of the contract.

## 3.5.3. COMMUNITY LIAISON OFFICER

It is a requirement of this Contract that a Community Liaison Officer (CLO) shall 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 Employer's Agent and the local communities.

The identification of suitable candidates (maximum 5; minimum 3) for the CLO position shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, 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 Employer's Agent.

It is required, therefore, that the Contractor enter into a contract of temporary employment with the selected CLO, the contracting parties being 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 C1.7: Agreement and Contract Data). This Form of Contract sets out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO (including the rate of remuneration to be

paid). As said contract will be between the Contractor and the CLO, all costs involved shall be borne by the Contractor and the tender shall be deemed to include for this.

### 3.5.4. PARTICIPATION OF TARGETED ENTERPRISES

#### 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<sub>E</sub>) is 

<b>2 %</b>
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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<sub>E</sub>.

#### 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 shown on plan in Part C4: Site Information

“**Targeted enterprises contract participation goal (CPG<sub>E</sub>)**” 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<sub>E</sub> 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 Employer’s Agent to do so, submit details of his/her plan to achieve the minimum CPG<sub>E</sub>.

#### 3.5.4.4 Contract participation goal credits

Credits towards achieving the minimum CPG<sub>E</sub> 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:

- i) conditions which are more onerous than those that exist in the prime contract (this contract);
- ii) payment procedures based on a pay when paid system;
- iii) 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<sub>E</sub>.

In addition to the form required for contract administration (the Targeted Enterprises Contract Participation Expenditure Report), the Contractor shall furnish the Employer's 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  $\text{CPG}_E^S$  = the specified minimum targeted enterprises contract participation goal (expressed as a percentage).

$\text{CPG}_E^A$  = the targeted enterprises contract participation goal achieved (expressed as a percentage).

$P^*$  = the value of the contract.

#### **3.5.5. ENVIRONMENTAL MANAGEMENT PROGRAMME**

Annexure 6: Environmental Management Specification and its Annexures are attached hereto.

#### **3.5.6. HEALTH AND SAFETY**

Annexure 7: Project Specific Health and Safety Specification are attached hereto.

#### **3.5.7. PLANNING AND PROGRAMMING**

##### **3.5.7.1 General**

This clause describes the requirements for the preparation, submission, updating and revision of the programme. The requirements are in addition to or in expansion of clause [12.2.6] of the conditions of contract.

The programme shall be used by the contractor to plan and execute the works. The programme shall also be used by the principal agent to monitor progress and be the sole basis for the assessment of revisions of the date for practical completion.

The programme shall be produced by the contractor as follows:

- A programme for the totality of the works shall be submitted to the principal agent for acceptance. If the principal does not accept such programme, it shall be revised and amended until it is accepted by the principal agent. This programme will be regarded as the baseline programme.
- This baseline programme shall be updated with actual progress and saved on at least a monthly basis, or any more frequent basis as necessitated by construction events. The contractor may submit to the principal for acceptance revisions to the baseline programme.

Acceptance by the principal agent of any programme submitted by the contractor, does not make such programme a contract document, nor does it mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works in accordance with clause [12].

If at any time there is a dispute or difference between the contractor and the principal agent over any matter concerning the programme, immediate steps should be taken to resolve such dispute in terms of clause [30].

### 3.5.7.2 Submission of Programme

Within two weeks of the award of the contract the contractor shall submit to the principal agent for his review and acceptance a programme for the whole of the works showing the order of procedure in which the contractor proposes to carry out the works. This programme becomes the baseline programme upon acceptance by the principal agent. The baseline programme shall have regard to the contract completion dates, any other milestones and any restraints set out in the contract. Thereafter, if the actual progress does not conform with the baseline programme, the principal agent is entitled to require the contractor to submit a revised programme showing the order of procedure and periods necessary to ensure completion of the works by the contract completion dates.

The contractor shall furnish any method statements and other details and information required in order for the principal agent to accept the baseline programme.

The contractor shall supply the principal agent with an electronic copy of each programme, together with a printout bar chart or tabular report in a pre-agreed format. All programmes shall be prepared and submitted using Microsoft Project software. The contractor is required to use this software in preference to any other software he may use. The contractor may apply to the principal agent for permission to use other software provided that a computer loaded with a legally licensed copy of such software is provided by the contractor to the principal agent for use.

Within ten working days of the contractor submitting a programme complete with all the information required by this clause to the principal agent for acceptance, the principal agent will accept the programme or state reasons for not accepting the programme. If such reasons are given, the contractor shall take account of the reasons and resubmit the programme within 10 working days.

Reasons for non-acceptance of a contractor's programme may include, amongst others:

- Planned activities, durations, interdependencies, mobilisation periods, production rates, etc. are not practicable, logical or realistic
- Not all required contractual information is indicated
- Non-compliance with the works information
- Key dates, sectional completion dates and completions dates are not accurate
- Calendars do not reflect the intended working weeks and holidays
- Not all major items are included
- Employer and principal agent obligations are not incorporated as events and not logically linked to the programme network
- Due consideration of sub-contractors and direct contractors works not taken
- Float not clearly identified
- Critical path not clearly identified
- Conflict between the programme and the Method Statements
- Insufficient allowance for testing and inspections made

If the principal agent fails to act the programme is deemed to be rejected.

Under no circumstances may the contractor and the principal agent dispense with the submission of the various versions of the programme.

### 3.5.7.3 Default in submission of programmes

Should the contractor fail to submit a programme for acceptance as the baseline programme or not update the programme as described above, the principal agent shall be entitled to withhold 25% of the amount due to the contractor in interim payment certificates until the contractor has complied with its obligations in this regard.

### 3.5.7.4 Preparation of Programme

#### Baseline programme

The first programme submitted by the contractor in terms of this clause becomes the baseline programme upon acceptance by the principal agent. The baseline programme shall form the basic

strategy for the completion of the works by the contract completion date. The programme to be accepted may either be, at the discretion of the principal agent, in a linked bar chart format or precedence network format prepared using techniques acceptable to the principal agent and shall show as reasonably practicable:

- The activities in all work packages including those by sub-contractors and suppliers, direct contractors and any others.
- The earliest and latest start and finish dates for every activity in each work package. Activities shall include all scope activities and any activities or time durations expected in addition to scope activities.
- Access dates for each phase or section
- The earliest and latest start and finish dates for each phase or section, including dates when the contractor plans to complete work to allow the employer and others to do their work
- Milestone and Key Dates
- Holiday periods
- Dates by which design work or drawings to be produced by the contractor or sub-contractor or suppliers will be submitted to the principal agent for acceptance and dates by which such acceptance will be required from the principal agent, allowing time for submittals, re-submittals and reviews.
- Dates by which samples to be provided by the contractor will be submitted for approval by the principal agent and dates by which such acceptance will be required from the principal agent, allowing time for submittals, re-submittals and reviews.
- Procurement periods and delivery dates for the major items of goods, plant and materials.
- Dates by which work will be ready for testing by the principal agent / employer.
- Details and dates of any information required from the employer regarding:
  - 3.5.7.5 The work contained in defined provisional sums
- Commissioning periods
- Provisions for float, time risk allowances, quality control procedures, health and safety requirements and any other requirements set out in the contract

The baseline programme shall also be presented as schedules showing an analysis of the network including:

- A schedule of all activities tabulated in order of earliest starting date and showing for each activity:
  - 3.5.7.6 Activity number and brief description
  - 3.5.7.7 Preceding and succeeding activity numbers
  - 3.5.7.8 Duration
  - 3.5.7.9 Earliest and latest starting and finishing dates
  - 3.5.7.10 Total and free float
- A schedule of leads and lags with reasons for them. Excessive leads and lags, negative lags or open/hanging activities, use of fixed dates and any other programming activities that can have the effect of creating false criticality or inhibiting the programme from reacting dynamically to change should be avoided.
- A schedule of all activities lying on paths containing least float, namely the critical activities
- A schedule identifying the days of working per week, shifts per working day and holidays. Where multiple calendars are used, this information shall be provided for each calendar accompanied by a schedule indicating the calendar applicable to each activity
- A schedule giving details of the contractor's resource requirements in terms of manpower, team sizes, tradesmen, work rates, items of plant or equipment and materials and quantities of work allowed for in sufficient detail to explain the activity durations. Activities that may be expedited by use of overtime, additional shifts or any other means shall be identified and explained.

The baseline programme shall also be presented with or be accompanied by the following schedules:

- A schedule of all submittals and material procurement activities, including time for submittals, re-submittals and reviews and time for fabrication and delivery of manufactured products. The interdependence of procurement and construction activities shall be included in the schedule.



- A schedule giving the monetary value of each activity for cash flow purposes. The sum of the monetary values shall total the contract sum.

The baseline programme shall be prepared in sufficient detail to ensure the adequate planning, execution and monitoring of the work.

The baseline programme shall take into account all time risk allowances that may be reasonably expected by the contractor.

The principal agent is entitled to withhold acceptance of a programme showing completion at a date earlier than the contract completion date.

### **3.5.7.5 Methods of construction and temporary works**

At the same time as the contractor submits the baseline programme for acceptance to the principal agent, the contractor shall submit for acceptance a general description of the arrangements and methods of construction and temporary works designs the contractor proposes to adopt for carrying out the works (the Method Statement). The Method Statement should be fully cross-referenced to the activities in the programme.

The contractor shall submit to the principal agent sufficient information as may be considered reasonably necessary by the principal agent to interpret, evaluate and give acceptance to the Method Statement.

The contractor shall, whenever required by the principal agent, furnish for his information further and more detailed particulars of the Method Statement.

Should the contractor wish to change a Method Statement or should the principal agent subsequently consider it necessary to amend a Method Statement to which acceptance has previously been given, then the contractor shall submit a revised Method Statement.

Acceptance by the principal agent of the Method Statement does not make the Method Statement a contract document, or mandate that the works shall be constructed strictly in accordance therewith. The contractor at all times remains responsible for the construction of the works in accordance with clause [15.0]

### **3.5.7.6 Cash Flow Estimates**

Within four weeks of the award of the contract the contractor shall submit to the principal agent for his information a detailed monthly cash flow estimate in accordance with the financial year reporting periods of the employer, of all payment the contractor considers it will be entitled to under the contract. The contractor shall subsequently submit such revised cash flow estimates based on the updated programmes.

### **3.5.7.7 Revising and Updating the Programmes**

The current programme at any given time during the contract period (whether the baseline programme or any update thereof) and the corresponding method statement shall be revised by the contractor within 10 working days of the contractor changing its methods and / or sequence of working or, if the changes are frequent, revised at least every month. The programme shall also be revised within 10 working days of the approval of any revision of the contract completion date, or whenever circumstances arise that in the opinion of the principal agent affects the progress of the works. Each revision to the programme shall be submitted to the principal agent for review and acceptance. Once a revised programme has been accepted by the principal agent, it replaces the previous baseline or updated programme.

Updates of the programme should be made on the occasion of significant events which could cause change to the forward planning and/or quantities of the remaining work. Such significant events could be, amongst others:

- Variations and other instructions
- Late information
- Lack of access
- Significant changes in estimates of final quantities affection required durations of remaining work
- Major slippage of critical or near critical activities

Each revised programme submitted for acceptance shall be presented as or be accompanied by the schedules referred to in these specifications, together with any amendments to the Method Statement.

The baseline programme shall be updated for actual progress at least once every month and the updates shall be archived as separate electronic files for record purposes. The updates shall be to all scope activities and any additional activities carried out or time durations experienced in addition

to the scope activities. Actual progress shall be recorded by means of actual start and actual finish dates for activities, together with percentage completion and/or remaining duration of currently incomplete activities. Any periods of suspension of an activity should be noted in the updated programme. Each updated programme shall be submitted to the principal agent for acceptance as a record. It is possible due to delays that these updated programmes may show completion later than the contract completion dates. Acceptance by the principal agent of updated indicating completion dates later than contract completion dates, will not constitute acceptance of the delay(s).

The updated programmes will be used by the principal agent to monitor the contractor's performance against the baseline programme, forecast work to be performed in the subsequent period and to assess revisions of the contract completion dates at the time the cause of the delay occurs. In order to provide effective monitoring of performance, the contractor shall also provide the principal agent the progress reports as requested by the principal agent.