
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

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- 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

The Supply and Installation of Floor Coverings to Municipal Facilities Within City of Cape Town as and when required.

3.1.2. OVERVIEW OF THE WORKS

The Works are for the Supply and Installation of Floor Coverings in Municipal Facilities 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 four 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

- Supply and Installation of Floor Coverings material etc.
- Removal and replacement Installation of existing Floor Coverings
- The extent of the labour to be employed will consist of skilled labour, semi-skilled, artisans and general workers.

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 Bills of Quantities therein. However, if during the course of construction conditions are found to differ from those anticipated, the Project Manager may modify the scope of the work to suit the prevailing conditions and circumstances.

3.1.4. LOCATION OF THE WORKS

Each Contractor will be required to work in a maximum of two out of the two regions identified, i.e. Area 1, or Area 2,3,4 within the boundaries of the City of Cape Town municipal area, as shown on the drawings.

Where ambiguity exists as to the exact location of the boundary (i.e. the boundary is shown as being directly on the road), the boundary shall always be either to the north or east of the road in question.



3.1.5 TEMPORARY WORKS

Not applicable

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

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3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

This is not applicable to this tender

3.2.2 EMPLOYER'S DESIGN

This is not applicable to this tender

3.2.3 DESIGN BRIEF

This is not applicable to this tender

3.2.4 DRAWINGS

This is not applicable to this tender

3.2.5 DESIGN PROCEDURES

This is not applicable to this tender

C3.3 Procurement

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- 3.3.1 PREFERENTIAL PROCUREMENT
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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 F.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 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 Principal 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 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 F.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.

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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 Clause 4.4.3 of the General Conditions of Contract.

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C3.4 Construction

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- 3.4.1 APPLICABLE STANDARDISED SPECIFICATIONS
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- 3.4.3 WAYLEAVES, PERMISSIONS AND PERMITS
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- 3.4.5 EMPLOYMENT OF SECURITY PERSONNEL
- 3.4.6 UNIVERSAL ACCESS

3.4.1 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.

3.4.2 PARTICULAR / PROJECT SPECIFIC SPECIFICATIONS

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 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.

3.4.4 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 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.

3.4.6 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
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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 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

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 (CPGL) is

0 %

The minimum CPGL 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 CPGL 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 CPGL on that particular Works Project, then the Principal Agent, at his/her sole discretion, may reduce such minimum CPGL 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 (CPGL)**” means the sum of the wages (excluding any benefits), for which the Contractor, or any of his/her sub-contractor's 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

Community Liaison Officer will not be required in this contract

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_E) is



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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THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS

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 Eerstesteen, comprising of a visitor complex, an Environmental Education Centre, picnic and braai-facilities, reserve management and administration facilities and a walkway through Tweedesteen. 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 Region 1 (Area 1) and Region 2 (Area 2,3,4) that are demarcated as working areas.

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*

Contractor to make use of ablution facilities as allocated by the Principal Agent at the employer's premises.

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 or equivalently 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.**

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

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.

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 Eerstestein 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

This is not applicable in this contract

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
 - Barriers in place as per the Occupational Health and Safety Act (No 85 of 1193)
 - Emergency and Management contact details displayed
- iii. Erosion
 - Dust mitigation in place
- 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)

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.

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

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

- Any spills (i.e. oil and paint) that have occurred in the construction camp site, must be cleaned up;
- All imported material, waste and rubble must be removed and disposed of at the appropriate waste sites;

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 Contractors operations within the designated boundaries of a “no-go” area	R20,000
	Any vehicle driving in excess of designated speed limits	R500
B		
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 or equivalent 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):

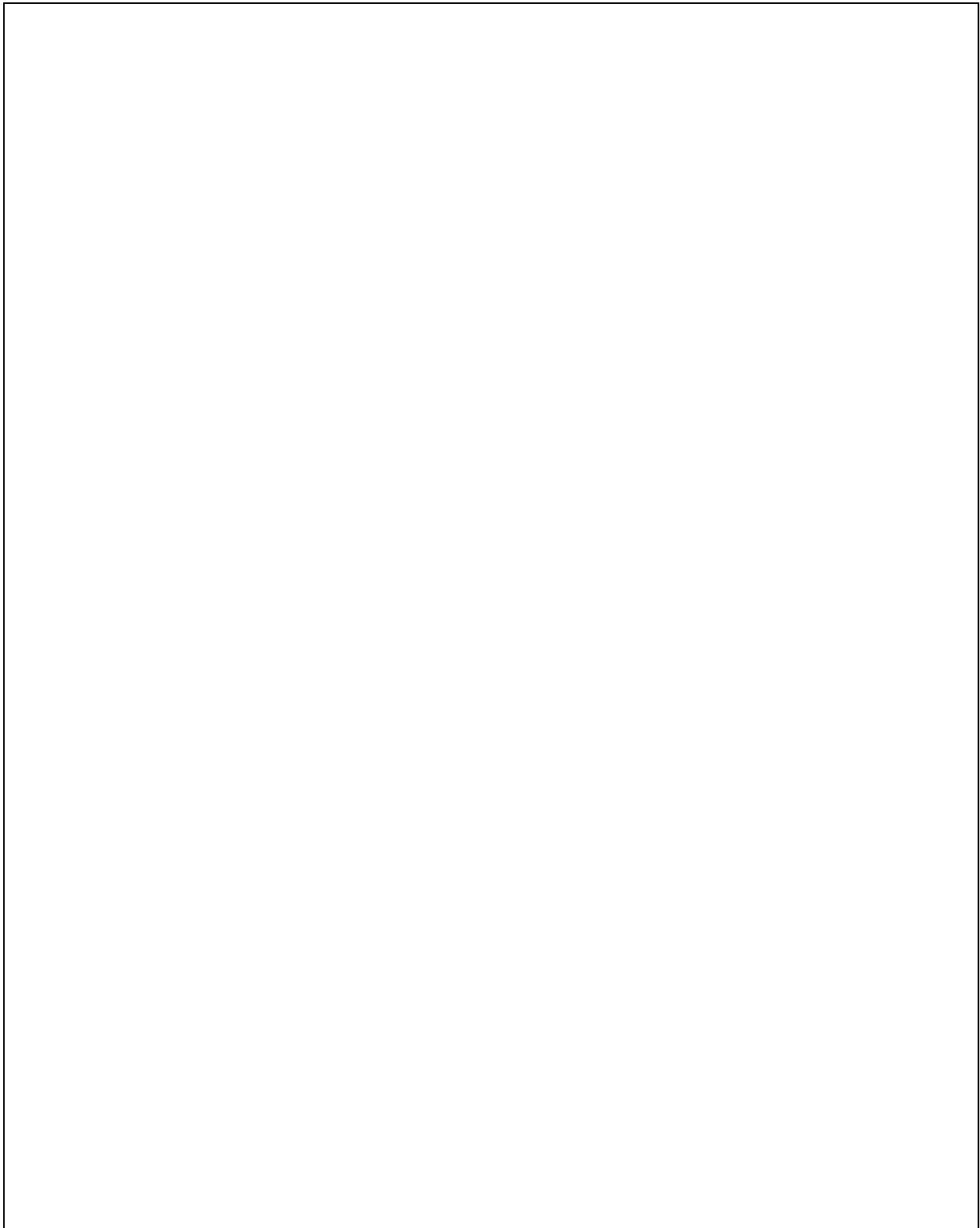
WHERE THE WORKS ARE TO BE UNDERTAKEN (where possible, provide an annotated plan and a full description of the extent of the works):

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 Do not throw oil, petrol, diesel, concrete or rubbish in the stream Do not work in the stream without direct instruction 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 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 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 Do not smoke near gas, paints or petrol Do not light any fires without permission Know the positions of fire fighting equipment Report all fires 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 Report any petrol, oil & diesel leaks or spills Use a drip tray under vehicles & machinery 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 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. It also includes arrangements made by the client 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:

Client:	City Of Cape Town
Project name/number :	
Project Address :	
Construction Duration :	
Nominated OHS Agent:	
Contact :	
Department of Labour's Local Office :	
The Development Brief:	

2.2 General Project Information Sheet

Development:

The work comprises of the supply and installation of floor coverings it is situated in municipal offices within City of Cape Town.

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 all parties 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.

Facilities management Department, 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.

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 the Client.

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 the client's health and safety requirements set out in this document.

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 the client 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.

2.7 Project Overview

2.5.1 Site Details:

Sites are situated in various municipal offices within City of Cape Town

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.

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 the client.

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 the client on appointment. This notification must be signed by the Client.

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 OHS Act. 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 the client 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 the client. 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.

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 Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the client 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 the client 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 the client 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.

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

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

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/LOSSES)	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
		SPRAINS							
ENVIRONMENTAL CONDITIONS (HIGH WINDS)	INJURY	LOSS OF LIFE	10	10	10	0	H	TOOLBOX TALKS	SUPERVISION
	LOSS	FRACTURES							
	DAMAGE	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

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

C3.6 Annexes

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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 6: Example Works Project contract document (Winner-takes-all Type)

ANNEX 1

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



Instructions for completing and submitting this form

General

- 1 The Monthly Project Labour Reports must be completed in full, using typed, capital letter 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 services / 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 or email EPWPLR@capetown.gov.za.

Project Details

- 5 If a field is not applicable insert the letters: NA
- 6 Either a Contract (in the case of contracted out services or works) or a Works Project (in the case of direct employment by the City) name and number must be inserted. The name of the contract or works project may be abridged if necessary. In the case of term tenders the contract name and number must reflect the term tender as advertised.
- 7 On completion of the contract or works project the anticipated end date must be updated to reflect the actual end date.

Workers Details and Work Information

- 8 Care must be taken to ensure that worker details correspond accurately with the worker's ID document of which a **Certified copy must be kept for reporting.**

Jobseeker Database Reference Number

- 9 Unique number generated by Jobseekers system to confirm workers were sourced from the Jobseekers database operated by Subcouncils

New workers: Training: Reporting Threshold

- 10 A new worker is one in respect of which a new employment contract is signed in the current month.
- 11 Refers to work days only. Formal accredited Training / Non-accredited training that does not form part of on-the-job training must be excluded from this entry
- 12 All formal accredited / non-accredited training that does not form part of on-the-job training
- 13 Workers earning more than the maximum daily rate (Reporting Threshold) (currently R350 excluding any benefits) shall not be reflected on this form at all.

Submission of Forms

- 14 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.
- 15 Scanned copies of all applicable supporting documentation must be submitted along with each monthly project labour report. Copies of employment contracts and **Certified ID documents** are only required in respect of new workers.
- 16 If a computer is not available hardcopy forms and supporting documentation will be accepted.
- 17 Failure to adhere to reporting requirements may result in the withholding of payment; penalties being applied or both

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)		CONTRACT OR WORKS 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 (insert last 2 digits)	2	0		

ACTUAL START DATE (yyyy/mm/dd)						ANTICIPATED / ACTUAL END DATE (yyyy/mm/dd) (7)									
2	0					2	0								
TOTAL PROJECT EXPENDITURE / VALUE OF WORK DONE TO-DATE (INCLUDING ALL COSTS, BUT EXCLUDING VAT)															
R												-			

MONTHLY PROJECT LABOUR REPORT



WORKER DETAILS AND WORK INFORMATION

CONTRACT OR WORKS PROJECT NUMBER:		Year	Month	of	

No.	(8) First name	(8) Surname	(8) ID number	(9) Jobseeker Database Reference Number	(10) New Worker (Y/N)	Gender (M/F)	Disabled (Y/N)	(11) No of days worked this month (excl. training)	(12) No of training days this month (with stipend)	(13) 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 Project Manager/ Representative:	Name		Signature	
	Date			

ANNEX 2

CITY OF CAPE TOWN

CONTRACT NO. 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 to Sub-contractors with a lower B-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. 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*x100
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 6

EXAMPLE WORKS PROJECT CONTRACT DOCUMENT (WINNER-TAKES-ALL TYPE)

Annex 6 provides an example of a Works Project contract document (Winner-takes-all Type), which is attached at the end of this Framework Contract document. It serves to inform Tenderers who may be the Winner or placed on a Standby Panel of what they may expect should they be invited to take part in a Works Project allocation process and any subsequent contract.

WORKS PROJECT EXAMPLE DOCUMENT (WINNER-TAKES-ALL TYPE) PAGES ATTACHED AT THE END OF THIS FRAMEWORK CONTRACT DOCUMENT:

Cover, pages i and ii, pages 1 to 43

NOTE:

Highlighted (shaded) text in the example document is project specific and which a compiler will have to apply his or her mind to. All other text will generally remain unaltered in the final Contract Document.

Part C4: Site information

	Pages
C4 Site information	205

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

C4 Site Information

CONTENTS

1. GENERAL
2. WORKS PROJECTS

1. GENERAL

The sites for the Works are those areas which may be identified within the two regions (Area 1 and Area 2,3,4) in the City of Cape Town municipal area in which Works Projects are to be executed. The sites will be specific sections of roads needing guardrail supply and installation services.

2. WORKS PROJECTS

Site specific information will be specified, as required, in the Works Project contract document for a particular Works Project.



WORKS PROJECT CONTRACT DOCUMENT

FOR THE

DESCRIPTION OF WORKS PROJECT

TO BE EXECUTED UNDER THE FRAMEWORK CONTRACT FOR

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

VOLUME 5

(RETURNABLE DOCUMENT)

NOTE TO TENDERERS:

Highlighted (shaded) text in this example document is project specific and which a compiler will have to apply his or her mind to. All other text will generally remain unaltered in the final Contract Document.

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **page 20** of this document (see also Clause P.1.7 Invalid offers on **page 5**)
- The Works Project Acceptance/Refusal Notice is on **page 25** of this document

ISSUED BY:

**DIRECTOR: FACILITIES MANAGEMENT
CITY OF CAPE TOWN**
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN
8001

COMPILED BY:

FACILITIES MANAGEMENT
FM:PROJECT SERVICES
12 HERTZOG BOULEVARD
CAPE TOWN
8001

OCTOBER 2014

NAME OF CONTRACTOR: DEF CONSTRUCTION CC

FILE REFERENCE NO:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

General Information

WORKS PROJECT CONTRACT DOCUMENT MADE AVAILABLE	:	1 August 2014
COMPULSORY WORKS PROJECT MEETING	:	10h00 on 6 August 2014 (Compulsory)
VENUE FOR COMPULSORY WORKS PROJECT MEETING	:	Offices of XYZ Consulting Engineers (Pty) Ltd, Address, Cape Town.
CLOSING DATE	:	13 August 2014
CLOSING TIME	:	12h00
CLOSING VENUE	:	Reception desk at XYZ Consulting Engineers (Pty) Ltd, Address, Cape Town.
SUBMISSION OF WORKS PROJECT OFFER	:	The Works Project Contract Document (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the contractor, the Works Project No. and title, and the closing date indicated on the envelope. The sealed envelope must be delivered to the reception desk at XYZ Consulting Engineers (Pty) Ltd, Address, Cape Town, before closing time.
STRUCTURE OF WORKS PROJECT CONTRACT DOCUMENT	:	<p>The various Parts of this document are set out in the same order as in the Volume 3 document. Only relevant Parts are included in this document. Part A1 Work Allocation replaces Part T1 Tendering procedures.</p> <p>The Contract Data in this document amend and/or are supplementary to and are to be read together with the Contract Data in the Volume 3 document, unless otherwise stated herein or as the context provides.</p>

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

Contents	
Number	Heading
The Offer	
Part A1: Work Allocation	
A1.1	Work Allocation Notice
A1.2	Work Allocation Procedures
Part A2: Returnable Documents	
A2.1	List of Returnable Documents
A2.2	Returnable Schedules
The Contract	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.7	Insurance Broker's Warranty
C1.9	Works Project Acceptance/Refusal Notice
Part C2: Pricing data	
C2.1	Pricing Assumptions
C2.2	Bills of Quantities
Part C3: Scope of Work	
C3	Scope of the Work
Part C4: Site information	
C4	Site Information

The Offer

Part A1: Work Allocation Part A2: Returnable Documents

	Pages
A1.1 Work Allocation Notice	2
A1.2 Work Allocation Procedures	3 – 9
A2.1 List of Returnable Documents	10
A2.2 Returnable Schedules	11 – 18

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

A1.1 Work Allocation Notice

The **CITY OF CAPE TOWN**, invites the contractor to submit an offer for Works Project No. **249Q/2018/19 WP-01: INSTALLATION OF FLOOR COVERINGS**, to be executed in the South Region under Framework Contract No. **249Q/2018/19: TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN**

Contractors must be registered on Supplier Databases as described in the tender conditions of the Framework Agreement

Contractors must have a CIDB contractor grading designation of 3GB or higher.

Preferences are offered to contractors in accordance with the Preferential Procurement Regulations, 2017.

The physical address for collection of the Works Project contract document is:

Offices of XYZ Consulting Engineers (Pty) Ltd, Address, Cape Town.

The document may be collected during working hours between 08:30 – 16:00 from **1 August 2014**.

Queries relating to any issues in this document may be addressed to Mr A N Other, Tel No. _____, Fax No. _____, e-mail _____.

A **compulsory** Works Project meeting with representatives of the Employer will take place at the offices of XYZ Consulting Engineers (Pty) Ltd, Address, Cape Town on **6 August 2014** starting at 10:00.

The closing time for receipt of the offer is **12:00** on **13 August 2014**.

Requirements for sealing, addressing, delivery, opening and assessment of the offer are stated in Part A1.2 Work Allocation Procedures.

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

CONTRACT NO. 249Q/2018/19

TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

A1.2 Work Allocation Procedures

The Standard Conditions of Tender (Annex F) and the Tender Data as contained in Part T1.2 of the Framework Contract Document (Volume 3) for Tender No. **249Q/2018/19: TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN** shall NOT apply to the allocation of Works Projects and are replaced by these Work Allocation Procedures.

P.1 General

P.1.1 The Employer

The Employer is the City of Cape Town, represented by the Director: Facilities Management

P.1.2 The Documents

The following documents form part of this Works Project offer:

VOLUME 1 : As stated in Volume 3.

VOLUME 2 : As stated in Volume 3.

VOLUME 3: The Framework Contract Document.

VOLUME 4: Drawings (listed in C3.2 Engineering in Volume 3 and in this Works Project contract document)

VOLUME 5: The Works Project Contract Document issued by the Employer (this document), in which is bound:

The Offer

Part A1: Work Allocation

A1.1 Work allocation notice

A1.2 Work allocation procedures

Part A2: Returnable Documents

A2.1 List of returnable documents

A2.2 Returnable schedules

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of offer and acceptance

C1.2 Contract data

C1.7 Insurance Broker's Warranty

C1.9 Works Project Acceptance/Refusal Notice

Part C2: Pricing Data

C2.1 Pricing Assumptions

C2.2 Bills of Quantities

Part C3: Scope of Work

C3 Scope of Work

Part C4: Site information

C4 Site information

Volume 5 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting an offer for this Works Project.

P.1.3 Interpretation

- a) **contractor** means the contractor who participates in a Works Project allocation process.
- b) **framework contract** means the Framework Contract defined in Part C1.2 Contract Data in Volume 3
- c) **standby panel** means Standby Panel defined in Part C1.2 Contract Data in Volume 3
- d) **winner** means Winner defined in Part C1.2 Contract Data in Volume 3

- e) **winner-takes-all** means the basis on which the highest ranked contractor in a region, “the winner” in terms of the framework tender evaluation, is allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), in which circumstance, if a standby panel has been appointed for that region, the next highest ranked contractor will be offered such work and so on until a contractor accepts
- f) **Works Project** means Works Project defined in Part C1.2 Contract Data in Volume 3.

P.1.4 Communication and employer’s agent

Each communication between the employer and the contractor, prior to allocation of the contract, shall be to or from the employer’s agent only, and in a form that can be readily read, copied and recorded. Verbal communication shall not be regarded as binding on the employer. The employer shall not take any responsibility for non-receipt of communications from or by the contractor. The name and contact details of the employer’s agent are as follows.

The Principal Agent is:

Name: Miss A Noxhanga (Project – Facilities Management)
 Address: City of Cape Town
 Address
 Cape Town 8001
 Tel: 021 400 5189
 Fax:
 E-mail: Avela.Noxhanga@capetown.gov.za

P.1.5 Procedures for the allocation of Works Projects

The Employer reserves the right to plan and effect individual Works Projects at its sole discretion.

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.

The Works Projects shall be executed in areas within four regions identified within the City of Cape Town municipal area and outlined in clause F.1.6.1 in Part T1.2 Tender Data in Volume 3, on a “winner-takes-all” basis as described therein.

The Works Projects shall be identified subject to availability of funding.

The procedures for the allocation of Works Projects are described in detail in Annex 1 attached to this Part A1.2 Work Allocation Procedures.

P.1.6 Compliance with Occupational Health and Safety Act, 85 of 1993

The contractor is to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The contractor shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith in the rates tendered.

The contractor shall submit with his offer, appended to the schedule titled **Health and Safety Plan** in A2.2: Returnable Schedules, a site specific Health and Safety Plan in respect of the Works, all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work. Such site specific Health and Safety Plan shall cover, *inter alia*, the following details:

- a) Site specific and other appointments, including the construction manager, construction supervisor(s), and, if applicable, a health and safety officer and other competent persons.
- b) Contractor’s induction training programme for employees, sub-contractors and visitors to the Site.
- c) Health and safety method statements and procedures (inclusive of PPE requirements) to be adhered to in order to ensure compliance with the Act, Regulations and the project specific Health and Safety Specification.
- d) Regular monitoring procedures to be performed.
- e) Regular liaison, consultation and review meetings with all parties.
- f) Site security, welfare facilities and first aid.
- g) Site rules and fire and emergency procedures.

The contractor’s attention is drawn to the requirement to appoint a full-time competent person as the construction manager, with the duty of managing construction work on a single Site. In this regard, details of the proposed construction manager shall be provided in Schedule 9 in Part T2.2 Returnable Schedules.

- P.1.7 **Invalid offers**
Only those submissions from which it can be established that a clear and unambiguous offer has been made to Employer, by whom the offer has been made and what the offer constitutes, will be declared responsive.
- P.1.8 **Combating abuse of the Supply Chain Management Policy**
In terms of its Supply Chain Management Policy, the Employer may reject the offer of any contractor if that contractor or any of its directors has:
- failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
 - failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that contractor that performance was unsatisfactory;
 - abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
 - been convicted of fraud or corruption during the past five years;
 - wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector.
- P.1.9 **City of Cape Town Supplier Database Registration**
Only those contractors who are registered on the City of Cape Town's Supplier Database as a service provider prior to the evaluation of submissions are eligible to have their offers evaluated (the works project evaluation takes place in accordance with the procedures referred to in P.1.5 and P.3.4).
- P.1.10 **National Treasury Web Based Central Supplier Database (CSD) Registration**
Only those contractors who are registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider prior to the evaluation of submissions are eligible to have their offers evaluated (the works project evaluation takes place in accordance with the procedures referred to in P.1.5 and P.3.4).

P.2 The contractor's obligations

- P.2.1 **Eligibility**
Only those tenders that satisfy the following criteria will be declared responsive
- P.2.1.1 **Compulsory Works Project meeting**
Only the contractor who has attended a **compulsory** Works Project meeting, and who has signed the attendance register drawn up by the Principal Agent, is eligible to submit an offer.
- The arrangements for the meeting are as stated in the Work Allocation Notice.
- The contractor should be represented at the meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
- P.2.2 **Pricing the Works Project offer**
The contractor under consideration (starting with "the winner") shall complete the Offer part of C1.1 Form of Offer and Acceptance, including writing in the offered total of the prices (ensuring that the words and figures correspond, and that the offered total corresponds with the computed total (inclusive VAT) carried from the summary in the Bills of Quantities).
- The contractor is referred to Clause 25 in Part C1.2 Contract Data in Volume 3 regarding contract price adjustment.
- P.2.3 **Submitting an offer**
The Employer's address for delivery of the offer and identification details to be shown on the Works Project offer package are:
- | | |
|-------------------------|--------------------------------------|
| Location: | Offices of the City of Cape Town |
| Physical address: | 12 Hertzog Boulevard,
Cape Town. |
| Identification details: | Works Project No. 249Q/2018/19 WP-01 |

Title of tender: TERM TENDER FOR THE SUPPLY AND
INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL
FACILITIES WITHIN CITY OF CAPE TOWN

The sealed offer with the contractor's name and address and the endorsement "**WORKS PROJECT NO. 249Q/2018/19 WP-01: TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN**" on the envelope, must be delivered to reception at the abovementioned address.

P.2.4 **Closing time**

The closing time for submission of the offer is as stated in the Work Allocation Notice.

P.2.5 **Works Project offer validity**

The offer shall be deemed to remain valid until acceptance by the Employer of the offer, unless the Employer is notified in writing of anything to the contrary, including any further conditions, by the contractor.

P.2.6 **Certificates**

P.2.6.1 **Evidence of tax compliance**

The contractor is to note that the Employer will not allocate a Works Project contract to a contractor whose tax matters are not in order.

P.2.6.2 **Bargaining Council Certificate**

The contractor must upon request by the Employer, if applicable, submit a Certificate of Compliance (letter of good standing in terms of the relevant Government Gazette).

P.2.7 **Addenda**

Acknowledge, on Schedule 22 in Part A2.2 Returnable Schedules, receipt of any addenda to the Works Project contract document, which the Employer may issue, and comply with any instructions in terms of thereof.

P.3 The Employer's undertakings

P.3.1 **Pricing the Works Project offer**

The Employer shall compute the financial offer in accordance with Stage 1 of the procedures for the allocation of Works Projects attached as Annex 1 for this Part A1.2 Work Allocation Procedures. The rates in the contractor's framework contract shall be used.

Any arithmetical errors, discrepancies or incorrect rates in the pricing of the offer by the Employer, which are found after the allocation of the Works Project contract, shall be rectified in the contract in terms of Clause 6.8.5 in Part C1.2 Contract Data.

P.3.2 **Opening of submission**

After receipt of the Works Project offer, the offer will be opened at the offices of XYZ Consulting Engineers (Pty) Ltd, Address, Cape Town.

P.3.3 **Test for responsiveness**

The Employer shall determine whether the offer properly received:

- a) complies with the requirements of the Work Allocation Procedures,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the Works Project contract documents.

The Employer reserves the right to accept an offer which does not, in the Employer's opinion, materially and/or substantially deviate from the terms, conditions, and specifications of the documents forming part of this Works Project offer.

P.3.4 **Preferencing Schedule sanctions**

The **Preference Schedule** (where preferences are granted in respect of B-BBEE contribution), which is included in Part T2.2 in Volume 3, will be used for calculating financial penalties for breach(es) of preferencing conditions (Section 3 therein).

P.3.5 **Test for completeness**

The Employer shall test the returned Works Project contract document for completeness in accordance with Stage 3 of the procedures for the allocation of Works Projects referred to in P.1.5 above, including testing for validity (P.1.7) and responsiveness (P.3.3), and shall have the same

rectified by the contractor, failing which the offer shall be come invalid/non-responsive and thereby will be rejected.

P.3.6 Risk Analysis

Notwithstanding compliance with regard to any other requirements of the Works Project offer, the Employer will perform a risk analysis in respect of the contractor's ability to fulfil its obligations in terms of the Works Project document, that is, that the contractor can demonstrate that he/she possesses the necessary financial resources, equipment and other physical facilities, managerial capability, capacity, personnel to perform the contract, etc.; the Employer reserves the right to consider a contractor's existing contracts with the City of Cape Town in this regard.

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 in terms of P.1.6, required for this Works Project.

P.3.7 Acceptance of offer

The Employer shall issue a purchase order to the contractor in terms of the Acceptance part of the Form of Offer and Acceptance.

P.3.8 Provide copies of the contract

The number of paper copies of the signed Works Project contract to be provided by the Employer is one.

P.3.9 Annexes

The contractor is referred to Annex 1 Procedures for the allocation of Works Projects attached hereto.

ANNEX 1

PROCEDURES FOR THE ALLOCATION OF WORKS PROJECTS

The procedures for the allocation of Works Projects, given below, are to be read in conjunction with P1.5 in this Part A1.2 Work Allocation Procedures. These procedures include the development of a Works Project contract document, applying the tendered rates in order to arrive at a financial offer, receiving the contractor's completed Works Project contract document, and allocating the Works Project to the contractor, on a "winner-takes-all" basis as referred to in P1.5, as follows: "whereby the work will always be offered and, if accepted, allocated to the highest ranked tenderer ("the winner") in the framework contracts for that region, and only if he refuses (or if his offer is non-responsive) will the work be offered to the next highest ranked tenderer in terms of F.1.3.3 j)" (in Volume 3).

In terms of the foregoing, "the contractor" in the procedures below is the contractor under consideration (starting with "the winner") for allocation of the Works Project.

The procedures are summarised under the stages below, wherein the Employer (acting through his agent) shall

Stage 1: Employer prepares Works Project contract document and prices bills of quantities using the contractor's rates for the region

- a) select a Work Area within the region for the execution of the Works Project;
- b) prepare a Works Project contract document, including Bills of Quantities and Scope Work therein; and
- c) compute the financial offer for the contractor appointed to the region, using his framework contract rates;

Stage 2: Contractor collects copy of Works Project contract document and attends a Works Project meeting

- d) make available to the contractor a copy of the Works Project contract document with the Bills of Quantities priced by the Employer (as in b) and c) above);
- e) simultaneously, invite the contractor to attend a compulsory Works Project meeting;
- 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 contract document and its being re-issued after steps c) to d) have been repeated); and
- g) receive any refusal notice from the contractor timeously after the meeting;

Stage 3: Contractor submits completed Works Project contract document and Employer allocates Works Project

- h) if the contractor who attended the Works Project meeting did not submit a refusal notice, request him to complete the Returnable Schedules, Form of Offer, Works Project Acceptance/Refusal Notice, etc. in the Works Project contract document and submit the completed document to the Employer; and
- i) test submission for completeness and allocate the Works Project to the contractor or, if his offer is non-responsive/invalid, repeat the processes in h) and i) with the contractor on the standby panel with the next highest ranking.

Further details of the procedures under the above stages are given below.

Stage 1

As and when the Employer requires work to be executed in a Works Project under the framework contract, the Employer shall specify, *inter alia*, 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.

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.

Stage 2

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.

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.

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.

Included in the Works Project contract document is a Works Project **Acceptance/Refusal Notice** (Form C1.9) 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, including a site specific construction manager, 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.

Stage 3

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 were required thereto (refer to f) above).

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. The contractor shall submit a realistic **preliminary construction programme** reflecting his proposed sequence and tempo of execution of the Works Project contract for completing the Works within the prescribed construction time period, and shall append the preliminary (initial) programme to the applicable schedule in Part A2.2 Returnable Schedules in the Works Project contract document.

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. A submission will be **rejected** as being non-responsive/invalid if the document is not fully completed and/or signed after the contractor has been requested by the Employer to complete and/or sign his submission.

The returned Works Project contract document will be **tested for completeness** in accordance with these procedures. The contractor whose returned Works Project contract document is fully completed and signed will be appointed as Contractor to execute the Works for the specific Works Project in terms of the contract.

A contractor whose offer is non-responsive/invalid, 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, and the next highest ranked standby panel contractor, in terms of the status indicated in the Schedule of Deviations in Part C1.1 Form of Offer and Acceptance in the Framework Contract document, will become the contractor under consideration and steps b) to i) above will be repeated (in such a circumstance the construction time period may have to be amended by the Employer and agreed to by the contractor).

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.

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).

Working days for these procedures are Mondays to Fridays.

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

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TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

A2.1 List of Returnable Documents

The contractor under consideration must complete the following Returnable Documents in non-erasable **black ink**:

- 1. Returnable Schedules required for Works Project evaluation purposes**

	Pages
12: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF.....	12
15: SCHEDULE OF SUBCONTRACTORS.....	14
16: HEALTH AND SAFETY PLAN	15
24A: PRELIMINARY PROGRAMME	16
24B: INSURANCE BROKER’S WARRANTY	17
- 2. Other documents required for Works Project evaluation purposes**
 - c) Health and Safety Plan - append to Schedule 16.
 - d) Preliminary Programme - append to Schedule 24A.
 - e) Insurance Broker’s Warranty - append to Schedule 24B.
- 3. Returnable Schedules that will be incorporated into the Works Project Contract**

22: RECORD OF ADDENDA TO WORKS PROJECT CONTRACT DOCUMENT.....	18
---	----
- 4. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance**
- 5. C2.2 Bills of Quantities**

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WITHIN CITY OF CAPE TOWN

A2.2 Returnable Schedules

NOTE: Certain of the following Returnable Schedules (amended as applicable in this Volume 5) were also completed in Volume 3, but must nevertheless be completed for this Works Project with current information.

The term “tendered rates” used in the Returnable Schedules refers to the rates tendered in the Framework Contract document.

The **Preferencing Schedule** in the Framework Contract document (Volume 3) is relevant, notwithstanding that references therein to “tender”, “tenderer” and “Tender Data” are not used in the Works Project contract document.

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WITHIN CITY OF CAPE TOWN**

SCHEDULE 12: DETAILS OF QUALIFICATIONS AND EXPERIENCE OF STAFF

The contractor shall set out in the Schedule hereunder details of the listed staff's experience in work of a or equivalent nature to that for which his Works Project offer is submitted.

SITE AGENT/CONSTRUCTION MANAGER (SITE SPECIFIC)

Name and NQF level	Contract and Client	Nature of work	Position held	Value of work	Year completed

GENERAL FOREMAN/CONSTRUCTION SUPERVISOR

Name and NQF level	Contract and Client	Nature of work	Position held	Value of work	Year completed

Number of sheets appended by the contractor to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF CONTRACTOR:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

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SCHEDULE 15: SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following sub-contractors for work (excluding work covered by provisional sums and contingencies) in this Works Project contract.

Acceptance of this Works Project offer shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the offer, this shall in no way invalidate the contract, and the tendered rates for the various items making up the work activities shall remain final and binding.

SUB-CONTRACTORS		
Sub-contractor's name	Work activities to be undertaken by the Sub-contractor	Estimated value of work (Rand)

Number of sheets appended by the contractor to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF CONTRACTOR:

CITY OF CAPE TOWN

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SCHEDULE 16: HEALTH AND SAFETY PLAN

The contractor is referred to the requirements of clause P.1.6 in Part A1.2 Work Allocation Procedures and shall append the required site specific Health and Safety Plan to this Schedule.

Number of sheets appended by the contractor to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF CONTRACTOR:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

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SCHEDULE 24A: PRELIMINARY PROGRAMME

The contractor shall append a preliminary (initial) programme for the Works Project to this schedule.

This programme shall be in the form of a bar chart (Gantt chart) or or equivalent acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements comprising the work for this Works Project contract. The programme shall also indicate the date specified in the Works Project contract document when the contractor shall commence with Works execution. The working hours shall be indicated.

The contractor shall also take into account the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets appended by the contractor to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF CONTRACTOR:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

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SCHEDULE 24B: INSURANCE BROKER’S WARRANTY

The contractor shall append the insurance broker’s warranty for the Works Project to this schedule, worded precisely as given in Part C1.7 Insurance Broker’s Warranty in this document.

Number of sheets appended by the contractor to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF CONTRACTOR:

CITY OF CAPE TOWN

FACILITIES MANAGEMENT DEPARTMENT

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SCHEDULE 22: RECORD OF ADDENDA TO WORKS PROJECT CONTRACT DOCUMENT

We confirm that the following communications received from the Employer before the submission of this offer, amending the Works Project contract document, have been taken into account in this offer:

	Date	Title or Details
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		

Attach additional pages if more space is required.

SIGNED ON BEHALF OF CONTRACTOR:

The Contract

- Part C1: Agreements and Contract Data**
 - Part C2: Pricing Data**
 - Part C3: Scope of Work**
 - Part C4: Site information**
-

	Pages
C1.1 Form of Offer and Acceptance (Works Project Agreement).....	20– 21
C1.2 Contract Data.....	22 – 23
C1.7 Insurance Broker’s Warranty	24
C1.9 Works Project Acceptance/Refusal Notice	25
C2.1 Pricing Assumptions	26 – 27
C2.2 Bills of Quantities.....	28 – ?
C3 Scope of Work	? - ?
C4 Site information.....	?

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C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance part of this form of offer and acceptance, has solicited offers to enter into a Works Project contract for the execution of:

CONTRACT NO. 249Q/2018/19 WP-01: TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

The contractor, identified in the offer signature block, has examined the documents listed in the work allocation procedures and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of the work allocation procedures.

By the representative of the contractor, deemed to be duly authorized, signing this part of this form of offer and acceptance, the contractor confirms that he has the capacity (resources) to perform all of the obligations and liabilities of the Contractor under the Works Project contract including compliance with all its terms and conditions according to their true intent and meaning and within the specified construction time period, for an amount to be determined in accordance with the conditions of contract identified in the contract data.

The Schedules of Rates (excluding VAT) contained in Part C2.2 Pricing Data in Volume 3 shall form an integral part of the offer. These rates have been multiplied, as applicable, by the quantities required in respect of relevant items to develop this Works Project to be allocated in accordance with the procedures described in Part A1.2 Work Allocation Procedures under this Works Project contract.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand *
..... (in words);
R(in figures)

This offer may be accepted by the employer by the issuing of a purchase order as described in the acceptance part of this form of offer and acceptance, whereupon the contractor becomes the party referred to as the Contractor in the conditions of contract identified in the contract data.

Signature(s) *
Name(s)
Capacity

for the contractor

(Name of organization/contractor) *
(Address of organization/ contractor)

Name and
signature
of witness Date

* Refer to Clause P.1.7 Invalid offers in Part A1.2 Work Allocation Procedures

Acceptance

By the City of Cape Town issuing an official purchase order to the contractor in respect of the offer, the employer identified below accepts the contractor's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes the framework agreement and this works project agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- Part C4: Site information

in Volumes 3 and 5, together with any drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

This agreement constitutes a works project contract under the framework contract, and comes into effect on the date of receipt by the contractor (now Contractor in terms of the contract) of the City of Cape Town's official purchase order¹.

Employer CITY OF CAPE TOWN
Tower Block, Civic Centre,
12 Hertzog Boulevard
Cape Town

¹ The City of Cape Town's official purchase order shall be for an amount equal to the offered total of the prices, inclusive of value added tax.

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C1.2 Contract Data

Part 1: Contract Data provided by the Employer

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Works Project Contract:

A2 Works description

The works comprises Installation of Floor Coverings work to Municipal Facilities within Region 1 (Area 1) or Region 1 (Area 2,3,4) Regions of City of Cape Town municipal. The works broadly encompasses the following: a. Removal of existing floor coverings b. Supply and Installation of new floor coverings
--

A3 Site description

Erf No / Township	The sites are located in Area 1 and Area 2,3,4 Regions of the municipal area of the City of Cape Town
Local authority	City of Cape Town
Street address	

A5 Principal Agent

Name	City of Cape Town		
Practice registration number		VAT /GST	
Contact Person	Avela Noxhanga	Tel no	021 400 5189
Email	Avela.Noxhanga@capetown.gov.za		
Registered street address	12 Hertzog Boulevard, Foreshore		
Postal address	P O Box 16548, Cape Town	Code	8000
Telephone	021 400 5189	Fax	

A6 Agent

Name	Health & Safety Agent		
Practice registration number		VAT /GST	
Contact Person		Tel no	
Email			
Registered street address			

Removal of Lateral Support Insurance	ZAR	N/A
Other: <input type="text" value="See 10.1.5 to 10.1.8 of Contract Data"/>	ZAR	N/A
Policy deductibles	ZAR	To be determined by Contractor

	Currency	Amount
Policy deductibles		
- Works / free issue	contractor ZAR	N/A
- Employer owned surrounding properties	contractor ZAR	N/A
	contractor ZAR	As per Framework
- Supplementary Insurance	contractor ZAR	N/A
- Removal of Lateral Support	contractor ZAR	N/A
- Other: <input type="text"/>	contractor ZAR	

12.0 Duties of the parties = employer = site

9.2.7 Alterations & additions to existing premises?

12.1.2 Premises occupied – yes / no? identify area?

12.1.3 Relevant natural features to be retained / relocated / removed

12.1.4 Areas the **contractor** may not occupy?

12.1.6 Statutory, other notices and documents to be submitted / complied with by the contractor before possession of the site can be given

12.1.7 Possession of the **site** – intended date

12.1.12 Description of **free issue** by **employer** (Attach separate page for multiple items)

NOTE: If insufficient space, please see annexure: -

14.0 Nominated subcontractors

14.1.4	Specialisation	N/A
14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	
14.1.4	Specialisation	

NOTE: If insufficient space, please see annexure: -

16.0 Direct contractors

16.1	Specialisation	Data Cabling
14.1.4	Specialisation	
14.1.4	Specialisation	

NOTE: If insufficient space, please see annexure: -

19/20/24 Practical completion / penalty for late completion

		Inspection = working days	Date for Practical completion yyyymmdd	Penalty Currency	Penalty amount per calendar day
19.0	Practical completion of the works as a whole		Within construction period of ??? weeks	Rand	R 500 for each Works Project

OR....only one option can apply!

19/20/24	Practical completion of the works in sections: 1				
19/20/24	Practical completion of the works in sections: 2				
19/20/24	Practical completion of the works in sections: 3				
19/20/24	Practical completion of the works in sections: 4				
19/20/24	Practical completion of the works in sections: 5				

NOTE: If insufficient space, please see annexure: -

19 Practical completion

19.1.1 Items that do not have to be complete to achieve **practical completion**

Final commissioning of direct contracts relating to data cabling, telecoms, radio links, etc. All sleeves for these services must however be proven to be open with draw wires provided as per specifications

NOTE: If insufficient space, please see annexure: -

19.1.1 Criteria to achieve **practical completion** (the BoQ may contain a more detailed description)

In each section by the due date all finishes and services must be commissioned and ready for final tenant installation.
 In the Cash Offices (contained in Section ??) no outstanding defects may be present as the contractor will not be allowed access into these areas once operations has commenced.
 All operating manuals, as built drawings, guarantees, etc. must be provided.
 An occupational certificate must be provided.

NOTE: If insufficient space, please see annexure: -

25.0 Payment

25.0	Currency	ZAR		
25.2	Issue of regular payment certificates on	date@month	25	or...day of week

CITY OF CAPE TOWN

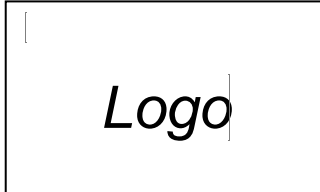
FACILITIES MANAGEMENT DEPARTMENT

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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.: 249Q/2018/19 WP-01

CONTRACT TITLE: TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN (REGION – AREA 1 or AREA 2,3,4: INSTALLATION OF FLOOR COVERINGS

NAME OF CONTRACTOR: _____

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned Works Project contract have been issued and, in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the City of Cape Town with regard to the abovementioned 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

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TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

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"/>	}	<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:.....

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C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out in Volume 3, read together with all Parts of the framework contract document, which it will be assumed in the Works Project contract, that the contractor had taken into account when developing his prices (rates) for the framework tender.

The Pricing Assumptions below are applicable to the Bills of Quantities in Works Project contract documents.

1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
2. The quantities set out in the Bills of Quantities are subject to re-measurement, 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
3. The tendered rates in Volume 3 shall remain valid and binding, subject to contract price adjustment, if applicable, for the full duration of the framework contract.
4. **No unauthorized amendment shall be made to the Bills of Quantities or any part of the Pricing Data. If such amendment is made, the offer may be rendered non-responsive.**
5. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	Millimetre	h	=	Hour
m	=	Metre	kg	=	Kilogram
km	=	Kilometre	t	=	ton (1000 kg)
km-pass	=	kilometre-pass	No.	=	Number
m ²	=	square metre	sum	=	lump sum
m ² .pass	=	square metre-pass	MN	=	meganewton
ha	=	Hectare	MN.m	=	meganewton-metre
m ³	=	cubic metre	P C sum	=	Prime Cost sum
m ³ .km	=	cubic metre-kilometre	Prov sum	=	Provisional sum
l	=	Litre	%	=	per cent
kl	=	Kilolitre	kW	=	Kilowatt
MPa	=	Megapascal	day	=	Working day
kPa	=	Kilopascal	N/A	=	Not applicable

6. The rates provided in the Schedules of Rates in Volume 3 shall be used in the allocation of individual Works Projects in accordance with clause P.1.5 in Part A1.2 Work Allocation Procedures and Annex 1 referred to therein. Prime Cost and Provisional Sums are to be multiplied by the factor (quantity), if provided for a particular Works Project, entered in the quantity column, in order to compute the actual Prime Cost or Provisional Sum for that item.
7. 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.
8. The procedures for allocation of Works Projects are specified in Part A1.2 Work Allocation Procedures (refer to clause P.1.5 and Annex 1).
9. The contractor is referred to the Contract Data in Volume 3 regarding contract price adjustment.

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C2.2 Bills of Quantities

CONTENTS	PAGES
REGION – AREA 1	? - ?
REGION – AREA 2,3,4	
SUMMARY	?
DECLARATION	?

**CITY OF CAPE TOWN
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**TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN
CITY OF CAPE TOWN**

BILLS OF QUANTITIES

REGION – AREA 1

Note: The bills in the Bills of Quantities are numbered the with the same numbering as the corresponding schedules in the schedules of rates in the framework contract document.

CONTENTS

- BILL 1: PRELIMINARIES
- BILL 2: EARTHWORKS
- BILL 3: ?????????????????????????????????

SUMMARY

SUMMARY

BILL 1: PRELIMINARIES
 BILL 2: EARTHWORKS
 BILL 3: ??????????????????

R	c
R	
R	
R	
R	
R	

SUB-TOTAL

CONTINGENCIES

Allow the sum of 10% (ten percent) of the above Sub-total for Contingencies to be spent as the Principal Agent may direct and to be deducted in whole or in part if not required.

TOTAL INCLUDING CONTINGENCIES

VALUE ADDED TAX

ADD: VAT at the rate of 14%

TOTAL OF PRICES CARRIED TO C1.1 FORM OF OFFER

SIGNED ON BEHALF OF CONTRACTOR:

DECLARATION (In respect of completeness of Offer)

City of Cape Town
Tower Block, Civic Centre
12 Hertzog Boulevard
CAPE TOWN

I/we, the undersigned, do hereby declare that these are the properly priced Bills of Quantities forming Part C2.2 of this Contract Document containing 43 pages in consecutive order upon which my/our offer for **WORKS PROJECT NO. 249Q/2018/19 WP-01: TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN: REPLACEMENT OF GUARDRAILS TO THE M3 AT TROVATO LINK** has been based.

SIGNATURE OF CONTRACTOR

DATE

CITY OF CAPE TOWN

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TERM TENDER FOR THE SUPPLY AND INSTALLATION OF FLOOR COVERINGS TO MUNICIPAL FACILITIES WITHIN CITY OF CAPE TOWN

C3 Scope of Work

CONTENTS

- 1. DESCRIPTION OF THE WORKS (INCLUDING CONSTRUCTION TIME PERIOD)
- 2. ENGINEERING
- 3. PROCUREMENT
- 4. CONSTRUCTION
- 5. MANAGEMENT
- 6. ANNEXES

This Part C3 Scope of Work is set out in the same order as in Part C3: Scope of Work in the framework contract document, and clause headings therein are repeated, as applicable, herein; only the clause numbering varies.

1. DESCRIPTION OF THE WORKS (INCLUDING CONSTRUCTION TIME PERIOD)

1.1 Employer’s objectives

???????????????? needs to ?????????????? to ?????????????? in the South Region.

1.2 Overview of the Works

The Works comprise ?????????????????? at ?????????????????.

1.3 Extent of the Works

1.3.1 Work items under this Works Project contract include 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
- ?????????????????????????????????????

????????? items

- Removal and replacement Installation of Floor Coverings?????????

The Works that are to be carried out are specified this Works Project contract document and as provided for in the Bills of Quantities herein. 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.

1.3.2 The details of the works included in the Works Project contract are as follows:

- a) Removal and disposal from Site of ??????????????
- b) Supply and installation of new ??????????????????
- c) Repairs to ??????????????????

1.4 Location of the Works

The location of the Works for this Works Project is shown on a Site Plan bound into the Works Project contract document.

The site of the Works shall consist of the ??????????????????, construction camp, any storage area on the site which the Contractor may require in addition to the area required for construction Installation of Floor Coverings???? as defined by the limits of construction shown on the drawings, plus such additional ?????????????????? that is necessary for the erection of the ??????????????????.

1.5 Construction Time Period

Contract commencement and completion dates shall be in terms of the Contract Data included in this Works Project Document.

The attention of contractors is also drawn to the following paragraph in Stage 3 of the procedures referred to in clause P.3.5 in A1.2 Work Allocation Procedures:

“A contractor whose offer is non-responsive/invalid, 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, and the next highest ranked standby panel contractor, in terms of the status indicated in the Schedule of Deviations in Part C1.1 Form of Offer and Acceptance in the Framework Contract document, will become the contractor under consideration and steps b) to i) above will be repeated (in such a circumstance the construction time period may have to be amended by the Employer and agreed to by the contractor).”

2. ENGINEERING

2.1 Drawings issued with this document

The following drawings are issued with this Works Project document and will form part of **Volume 4**.

Site Plan (bound into this Works Project contract document)

3. PROCUREMENT

3.1 Preferential Procurement

Refer to Volume 3 and to clause P.3.4 in Part A1.2 Work Allocation Procedures.

3.2 Sub-contracting procedures

Refer to Volume 3 and to clause P.3.4 in Part A1.2 Work Allocation Procedures.

4. CONSTRUCTION

4.1 Works Project specific specifications

The Contractor shall comply with the site specific Environmental Management Programme and Health and Safety Specifications included in 5. Management in the Scope of Work.

4.2 Wayleaves, Permissions and Permits

Refer to Volume 3.

5. MANAGEMENT

5.1 Planning and Programming

The Contractor shall comply with conditions of contract.

The preliminary (initial) programme shall conform to the requirements of Schedule 24A in Part A2.2 Returnable Schedules.

5.2 Forms for Contract Administration

Refer to Volume 3.

5.3 Participation of Targeted Labour

Refer to Volume 3.

The target area for this Work Project is shown on plan in Part C4 Site Information.

5.4 Community Liaison Officer

Refer to Volume 3.

A community liaison officer will not be required on this Works Project.

5.5 Environmental Management Programme

Particular Specification E: Environmental Management Specification is attached hereto. This specification supplements the framework specification in Volume 3, in order to create a site specific specification for this Works Project.

5.6 Health and Safety

Particular Specification H: Health and Safety Specification is attached hereto. This specification supplements the framework specification in Volume 3, in order to create a site specific specification for this Works Project as required by Construction Regulations, 2014.

E: ENVIRONMENTAL MANAGEMENT SPECIFICATION

For use with the JBCC Edition 5.0 Code 2101, July 2007.

The following clauses amend, or are additional clauses to, the clauses in the framework Environment Management Specification, in order to create a site specific Environmental Management Specification for this Works Project.

E1 SCOPE

Clause amended.

Particular Specification E: Environmental Management (EM) Specification in Volume 3 shall apply without amendment as the site specific EM Specification for this Works Project.

H: HEALTH AND SAFETY SPECIFICATION

For use with the JBCC Edition 5.0 Code 2101, July 2007

The following clauses amend, or are additional clauses to, the clauses in the framework Health and Safety Specification, in order to create a site specific Health and Safety Specification for this Works Project.

H2 SCOPE

Clause amended.

Particular Specification H: Health and Safety Specification in Volume 3 is amended as follows, in order to create a site specific Health and Safety Specification for this Works Project as required by Construction Regulations, 2014.

???? SITE SPECIFIC HAZARDS AND RISKS

Clause amended

Existing Site conditions

Information provided by the designer (CR 6(1))

Environmental hazards

Traffic hazards

Construction materials (hazardous substances)

Fall protection (working at heights) (CR 10)

Structures (CR 11)

Temporary works (CR 12)

Excavation work (CR 13)

Demolition work (CR 14)

Tunneling (CR 15)

Scaffolding (CR 16)

Suspended platforms (CR 17)

Rope access work (CR 18)

Material hoists (CR 19)

Bulk mixing plant (CR 20)

Explosive actuated fastening device (CR 21)

Cranes (CR 22)

Construction vehicles and mobile plant (equipment) (CR 23)

Electrical installations and machinery (CR 24)

Flammable liquids (CR 25)

Water environments (CR 26)

Overhead Work (CR 27(g))

Confined spaces

Other hazards... |