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## **PART C3: SCOPE OF WORKS**

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### **C3.1 DESCRIPTION OF WORKS**

#### **C3.1.1 Employer's Objectives**

GGDA aims at Repair, remedial and restoration work to the existing Rampart Buildings and surrounding walls at the Old Fort at Constitution Hill on Land Parcel A at 11 Kotze Street in Braamfontein, Johannesburg.

#### **C3.1.2 Overview of the Works**

The works comprise the repair, new structure intervention, excavation, waterproofing and careful reconstruction, and restoration.

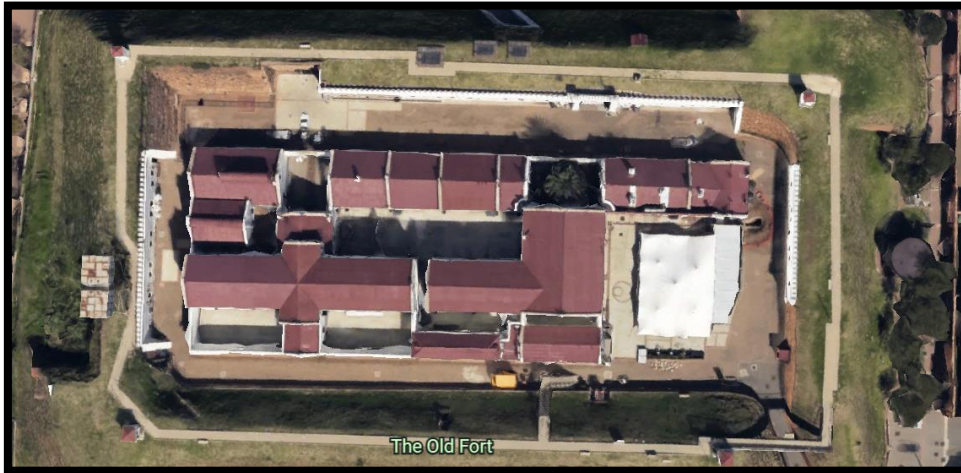
#### **C3.1.3 Extent of Works**

The works described above will not be limited to the above description. These will be in line with the BOQ for the entire project scope. The extent of the works includes:

- Site Establishment, site office and site personnel
- Demolishing existing stone retaining walls and re-constructing same including constructing a reinforced concrete retaining wall behind
- Demolishing 2no. Guard house and re-constructing new including re-use of materials salvaged from the demolitions.
- Repairs to 2no. guard houses not affected by subsidence.
- Waterproofing the existing vaulted concrete roof over the Rampart building
- Repairing cracks inside the buildings
- Making good plaster and painting walls to match existing.
- External work comprised of paving including kerbs and landscaping.
- Commissioning & hand-over

### **C3.1.4 Location of the Works**

The project is located at 11 Kotze Road, Johannesburg, Braamfontein in the Gauteng Province, South Africa.



### **C3.1.6 Temporary Works**

There are no temporary works to be executed on this project.

## **C3.2 ENGINEERING**

### **C3.2.1 Design**

The designs have been done in accordance with South African building regulations and standards. Depending on the design type or discipline, the relevant standards according to SANS were observed. Due to unpredictability of the expected tenants to utilise the end product, partial and full safety factors were included in design loadings and inputs in order to avoid under-estimating and also as a measure of catering for future demands when designing the bulk earthworks and bulk reticulations within the site.

### **C3.3 PROCUREMENT**

#### **C3.3.1 Preferential Procurement**

##### **C3.3.1.1 Requirements**

The contract is for CIDB registered **6GB or higher** Contractors. Acceptable bids will be evaluated by using a system that awards points on the basis of **80** points for bid price and **20** points for the B-BBEE rating.

##### **C3.3.1.2 Resource standard pertaining to targeted procurement.**

Not applicable for this contract.

#### **C3.3.2 Subcontracting**

##### **C3.3.2.1 Scope Of Mandatory Subcontract Works**

In line with government policies to empower emerging previously disadvantaged businesses, GGDA has specified that a minimum 30% of the contract is procured from designated groups as detailed on Page 3 of this tender document.

The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor.

##### **C3.3.2.2 Mandatory Contract Skills Development Goals**

Not applicable to this contract.

##### **C3.3.2.3 Preferred subcontractors/suppliers**

The Contractor shall be responsible for all work carried out by subcontractors on his behalf. The Employer's Agent will not liaise directly with any such sub-contractor, nor will he become involved in any problems and/or disputes related to payments, programming, workmanship, etc, unless provided for in the Conditions of Contract. Such problems and/or disputes shall remain the sole concern of the Contractor and his subcontractors.

##### **C3.3.2.4 Subcontracting procedures**

As per GCC N/S Subcontract.

##### **C3.3.2.4 Attendance on subcontractors**

As per GCC N/S Subcontract

## **C3.4 CONSTRUCTION**

### **C3.4.1 Works Specifications**

The works specifications are all included in the provided bills of quantities.

#### **C3.4.1.1 Applicable Standards**

The contractor shall ensure that all building regulations and standards are applied.

Applicable SANS 2001 standards - The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works - refer SANS 101412-1.

Applicable SANS 1200 standardised specification - The Contractor shall ensure that all Civil and Structural construction works are according to the specification of the applicable SANS 1200 specific.

The term "project specification" must be replaced by "scope of works" wherever it appears in these standardized specifications.

#### **C3.4.1.2 Particular Specifications**

The following Particular Specifications for work not covered by the SABS 1200 Standardized Specifications are also included hereunder:

- a. Civil Engineer specification.
- b. Electrical specification
- c. Health and Safety specification

### **C3.4.2 Site Establishment**

#### **C3.4.2.1 Services and facilities provided by the Employer**

##### **a. Water sources**

The contractor shall liaise with the officials at the constitutional hill to agree on the billing of the water bill or make any other arrangement to make sure that there is water for the purpose of execution of this project.

##### **b. Electricity supply**

The contractor shall liaise with the officials at the constitutional hill to agree on the billing of the electricity bill or make any other arrangement to make sure that there is electricity for the purpose of execution of this project.

### **c. Excrement disposal**

The contractor to provide their own moveable ablutions for the duration of the project, the ablutions must comply with all requirements and should be kept hygienically clean all the time.

### **d. Area for contractor's site establishment**

The site has enough space for the contractor to do their site establishment. The contractor should provide the containers which will serve as a site office, boardroom for progress meetings, storage, and change rooms for the labors.

#### **C3.4.2.2 Contractor's camp site and depot** (Read with SANS 1921 - 1 : 2004 clause 4.14)

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

#### **a. Contractor's camp site/store yard .**

The contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Principal Agent. The contractor shall submit a general layout drawing to a scale of not less than 1:200 to the Principal Agent for approval before any work on the camp or offices is commenced. The Contractor shall use this area only for the purposes of erecting his site offices, workshops, stores and other facilities required for the execution of the Contract. The Contractor shall not use the area nor allow it to be used for any purposes not directly associated with the execution of the Contract.

The Contractor shall be responsible for arranging, at his own cost, for the provision of all services he may require in the area, as well as elsewhere on the Site. Should the Contractor deem the area made available by the Employer to be inadequate or unsuitable for the Contractor's particular needs, then the Contractor shall be at liberty to make his own arrangements with the owners of other sites which he considers are better suited to his needs; provided always that the use by the Contractor of any area other than that made available to him by the Employer shall be subject to the prior written permission of the landowner and approval of the Principal Agent, which approval shall not be unreasonably withheld; and provided further that the Contractor shall have no claim against the Employer in respect of any costs incurred by him, either directly or indirectly in consequence of utilising any area other than that made available to him by the Employer, and which costs exceed those costs allowed for by the Contractor in his Tender. All buildings erected must be to the size as approved by the Principal Agent. The parking of plant is restricted to these areas.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200A clause 8.3.2.2, the following conditions shall also apply:

- (i) None of the existing roads shall be damaged in any way.
  - (ii) The Contractor is to make his own arrangements for a water supply to the works and pay all installation and consumption charges levied by the Local Authority if there is no agreement with the officials from Constitutional Hill premises.
  - (iii) The Contractor is to make his own arrangements for electrical power. Site office and lighting is available from the on-site DB and the Contractor is responsible for installation and consumption charges levied by the Local Authority.
  - (iv) It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Principal Agent.
  - (v) The Contractor shall be responsible for providing adequate storage, collection and disposal of refuse, all in a sanitary manner.
- b. The Contractor must note that other Contractors, Subcontractors and specialised Subcontractors, will be working on or adjacent to the site of the Works during the currency of the Contract.

### **C3.4.2.3 Facilities provided by the Contractor**

#### **a. Facilities for the Employer's Agent**

The Contractor shall provide on the Site, for the duration of the Contract and for the exclusive use of the Employer's Agent and/or his Representative (as applicable), the various facilities described hereunder. All such facilities shall be provided promptly on the commencement of the Contract and failure on the part of the Contractor to provide any facility required in terms of this specification shall constitute grounds for the Principal Agent to withhold payment of the Contractor's tendered Preliminary and General items until the facility has been provided or restored as the case may be. All water and electricity usage to be metered.

**i. Office Accommodation.**

The Contractor shall provide on the Site 1 x office for the exclusive use of the Employer's Agent. Such office(s) shall comply with and be furnished in accordance with the requirements of subclause PSAB3.2 of SASS 1200 AB. The Contractor shall maintain the office(s) in accordance with the requirements of subclause 5.2 of SANS 1200 AB.

Such office accommodation shall be provided within the Contractor's site establishment facilities.

**ii. Site Meeting Venue**

The Contractor shall provide within his own site establishment facilities, a suitably furnished office or other venue capable of comfortably accommodating a minimum of **twenty** (20) persons at site meetings. The Principal Agent shall be allowed free use of such venue for conducting any other meetings concerning the Contract at all reasonable times.

**iii. Notice Board.**

The typical notice board with the following requirements shall apply with regards to the notice board:

a. The wording in the space for "Name of Contract" shall be provided by the employer to the contractor before construction commences.

i. The word to follow "Designed" shall be:

**"Details of the Principal Agent will be provided on Appointment"**

**iv. Site Instruction Book**

The Contractor shall supply a triplicate book for site correspondence and inspection requests to the Employer's Agent. Reasonable notice shall be allowed prior to inspections. All inspections requests and approval/disapproval thereof shall be recorded by the Site staff in writing. All requests must be signed and dated by the



Employer's Agent before implementation.

The Contractor must ensure that a suitable site quality record system is put in place subject to approval by the Employer's Agent to record that each section, or work item, complies with the relative works specification. Failure to update or provide sufficient records may result of a 10% interim payment reduction being withheld.

#### **b. Accommodation of Employees**

No employees except for Security Guards will be allowed to sleep or be accommodated on the site. No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

#### **c. Accommodation of Other Contractors**

The Contractor at this point will not be required to accommodate other contractors on the Site of the Works during the Contract period. Should the need arise, the contractor will be duly informed.

#### **d. Water**

The Contractor shall, at his own expense, be responsible for obtaining and providing all water as may be required for the purposes of executing the Contract, including water for both construction purposes and domestic use, as well as for making all arrangements in connection therewith. The Contractor shall further, at his own expense, be responsible for providing all necessaries for procuring, storing, transporting and applying water required for the execution of the Contract, including but not limited to all piping, valves, tanks, pumps, meters and other plant and equipment, as well as for all work and superintendence associated therewith.

The sources of all water utilised for the purposes of the Contract shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

The Contractor shall comply with all prevailing legislation in respect of drawing water from natural and other sources and shall, when required by the Principal Agent, produce proof of such compliance. The distribution of water shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

All water provided by the Contractor for construction purposes shall be clean, free from undesirable concentrations of deleterious salts and other materials and shall comply with any further relevant specifications of the Contract. The Contractor shall, whenever reasonably required by the Principal Agent, produce test results demonstrating such compliance. Water provided by the Contractor for human consumption shall be healthy and potable to the satisfaction of the health authorities in the area of the Site.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of water, the costs of which will be deemed to be included in the Contractor's tendered rates.

**e. Electricity**

The Contractor shall, at his own expense, be responsible for obtaining and providing all electricity as he may require for the purposes of executing the Contract, including electricity for both construction purposes and domestic use as well as for making all arrangements in connection therewith.

The distribution of electricity shall be carried out by the Contractor strictly in accordance with the applicable laws and regulations.

No separate payment will be made to the Contractor for the obtainment, providing and consumption of electricity, the costs of which will be deemed to be in the Contractor's tendered rates and prices.

**f. Excrement disposal**

The Contractor shall, at his own expense, be responsible for safely and hygienically dealing with and disposing of all human excrement and similar matter generated on the Site during the course of the Contract, to the satisfaction of the responsible health authorities in the area of the Site and the Principal Agent. All such excrement shall be removed from the Site and shall not be disposed of by the Contractor on the Site.

The Contractor shall further comply with any other requirements in this regard as may be stated in the Contract.

No separate payment will be made to the Contractor in respect of discharging his obligations in terms of this subclause and the costs thereof shall be deemed to be included within the Contractor's tendered Preliminary and General items.

#### **C3.4.2.4 Permits and wayleaves**

The Contractor shall be responsible to obtain all the wayleave required under this Contract. The cost of obtaining wayleaves shall be deemed included in the relevant rates, and no additional payment will be made for the wayleaves as required.

#### **C3.4.2.5 Features requiring special attention**

##### **a. Site maintenance**

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

##### **b. Tidying Up of works**

The Contractor shall take note that progressive and systematic finishing and tidying will form an essential part of this contract. On no account shall spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily be a hindrance to or impede the activities of other contractors or service providers. In the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area(s) concerned. Upon completion of the Works or any portion thereof, the ground, fences, gates and any structures that have been interfered with are to be carefully restored to their original condition and all rubbish, tools, tackle, plant and material must be removed so as to leave the site in a clean and orderly condition. No additional payment shall be made for work set out above.

##### **c. Quality Assurance (QA), Quality Control and Quality Plan**

*(Read with SANS 1921 - 1: 2004 clause 4.4)*

The Onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications to the satisfaction of the Principal Agent and Drawings rests with the Contractor, and the Contractor shall at his own expense, institute an appropriate Quality Assurance (QA) and quality control system on site provide experienced Principal Agent's, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of his own workmanship quality in accordance with his QA-system at all times. His attention is drawn to the fact that it is not the duty of the Principal Agent or the Principal Agent's representative to act as foreman or surveyor.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of

work. Within one week of the award of the Contract the Contractor shall furnish the Employer's Agent with a comprehensive Quality Assurance (QA) and Quality Plan that incorporates all the requirements of the document comprising the contract, for his own quality management as well as describing the quality control process that will provide for regular inspection and signing off of work by the Principal Agent.

The Project Quality Plan Shall be subject to the Employer Agent's approval.

The Principal Agent will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.

The Contractor's Quality Assurance (QA) and Project Quality Plan for the Contract shall indicate how the Contractor's Quality System shall apply to the specific requirements of the contract

On completion and submission of every part of the work to the Employer's Agent for examination and measurement, the Contractor shall furnish the Employer's Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

**d. Testing** (*Read with SANS 1921 - 1: 2004 clause 4.11*)

The Contractor shall arrange for all tests required for process control to be done by a laboratory acceptable to and approved by the Employer's Agent. Detailed requirements are highlighted in the Civil Engineering Particular Specification.

**e. Survey beacons** (*Read with SANS 1921 - 1: 2004 clause 4.15*)

The Contractor shall be responsible for the preservation of all land survey, erf or other pegs, benchmarks and beacons. If damage or disturbance of any such pegs or beacons is caused by the operations of the Contractor or his subcontractors the pegs are to be replaced by a Registered Land Surveyor at the cost of the Contractor.

Information regarding the position of all such pegs will be made available to the Contractor by the Engineer on request.

**f. Existing Services** (*Read with SANS 1921 - 1: 2004 clause 4.17*)

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his

own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

**g. Security**

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the *construction team*.

**h. Subcontractors**

All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Principal Agent and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Employer's Agent will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors.

**i. Access to properties**

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work, and except as hereunder provided, shall at all times provide and allow pedestrian and vehicular access to properties within or adjoining or affected by the area in which he is working.

Notwithstanding a foregoing, the Contractor may, with the prior approval of the Principal Agent (which approval shall not be unreasonably withheld), make arrangements with and obtain the acceptance of the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration, and reopens the route as punctually as possible. Where possible, such streets, roads, footpaths and entrances shall be made safe and reopened to traffic overnight. Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs, drums and other safety measures appropriate to the circumstances shall be provided by the Contractor to suit the specific conditions.

#### **j. Site Diary**

A site diary in triplicate format, which shall be supplied by the contractor must be filled in on a daily basis and submitted to the Principal Agent on a daily basis. No claims will be considered without the site diary's schedules properly completed and submitted. Reference should be made to the Civil Engineering Particular Specification for details.

#### **k. Local labour**

It is the intention that this Contract should make maximum use of the local labour force that is presently underemployed. To this end the Contractor shall ensure that at any stage of the contract, at least 30% of the workforce is local labour.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Principal Agent, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour.

#### **l. Construction in restricted areas**

Working space is sometimes restricted. The construction method used in these restricted areas largely depends on the Contractor's Plant. Notwithstanding, measurement and payment will be strictly according to the specified cross-sections and dimensions irrespective of the method used, and the rates and prices bid will be deemed to include full compensation for any difficulties encountered by the Contractor while working in restricted areas. No extra payment nor any claim for payment due to these difficulties will be considered.

#### **m. Notices, signs, barricades and advertisements**

All notices, signs and barricades, as well as advertisements, may be used only if approved by the Principal Agent. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his bid rates.

The Employer's Agent shall have the right to instruct the Contractor to move any sign, notice or advertisement to another position, or to remove it from the Site of the Works if in his opinion it is unsatisfactory, inconvenient or dangerous.

#### **n. Workmanship and quality control**

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Employer's Agents, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates bidden for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Principal Agent for examination and measurement, the Contractor shall furnish the Principal Agent with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

#### **C3.4.3 Plant & Construction equipment**

The minimum required construction equipment that will be used for this contract is not prescribed.

### **C3.5 MANAGEMENT OF THE WORKS**

#### **C3.5.1 Generic Specification**

**Refer to Volume 3 of 3 for the (Occupational Health & Safety Specifications)**



## C3.6 HEALTH AND SAFETY

### C3.6.1 Health and Safety requirements and procedures

**Refer to Annexure E for the (Occupational Health & Safety Specifications)**

### C3.6.2 Aids awareness

#### **SCOPE**

This specification contains all requirements applicable to the Contractor for creating HIV/AIDS awareness amongst all of the Workers involved in this project for the duration of the construction period, through the following strategies:

Raising awareness about HIV/AIDS through education and information on the nature of the disease, how it is transmitted, safe sexual behaviour, attitudes towards people affected and people living with HIV/AIDS, how to live a healthy lifestyle with HIV/AIDS, the importance of voluntary testing and counselling, the diagnosis and treatment of Sexually Transmitted Infections and the closest health Service Providers

Informing Workers of their rights with regard to HIV/AIDS in the workplace

Providing Workers with access to condoms and other awareness material that will enable them to make informed decisions about sexual practices

#### **DEFINITIONS AND ABBREVIATIONS**

##### **DEFINITIONS**

**Worker:** Person in the employ of the Contractor or under the direction or supervision of the Contractor or any of his Sub-contractors, who is on site for a minimum period of 30 days in total.

##### **ABBREVIATIONS**

<b>HIV</b>	Human Immunodeficiency Virus
<b>AIDS</b>	Acquired Immune Deficiency Syndrome
<b>STI</b>	Sexually Transmitted Infection

#### **HIV/AIDS EDUCATION AND TRAINING**

## **DISPLAYING OF PLASTIC LAMINATED POSTERS AND DISTRIBUTION OF INFORMATION BOOKLETS**

The Contractor shall obtain a set of four laminated posters conveying different key messages and information booklets, which are available from all Regional Offices of the Department of Public Works

The above-mentioned posters and information booklets have been prepared to raise awareness and to share information about HIV/AIDS and STI's

Posters or display stands shall be displayed on site as soon as possible, but not later than 14 days after the date of site handover

Posters shall be displayed in areas highly trafficked by Workers, including toilets, rest areas, the site office and compounds

The posters on display must always be intact, clear and readable

Information booklets must be distributed to all Workers as soon as possible, but not later than 14 days after site handover, or as soon as the Worker joins the site

## **PROVIDING WORKERS WITH ACCESS TO CONDOMS**

The Contractor shall provide and maintain condom dispensers and make both male and female condoms, complying with the requirements of SABS ISO 4074, available at all times to all Workers at readily accessible points on site, for the duration of the contract. The Contractor may obtain condom dispensers from the Department of Health and condoms may be obtained from the Local Clinic or the Department of Health.

At least one male and one female condom dispenser and a sufficient supply of condoms, all to the approval of the Representative/Agent, shall be made available on site within 14 days of site hand over. Contractors should note that arrangements to obtain condoms from the Department of Health Clinics prior to site hand over may be necessary, to ensure that condoms are available within 14 days of site handover.

Condoms shall be made available in areas highly trafficked by Workers, including toilets, the site office and compounds.

## **ENSURING ACCESS TO HIV/AIDS TESTING AND COUNSELLING FACILITIES AND TREATMENT OF SEXUALLY TRANSMITTED INFECTIONS (STI)**

The Contractor shall provide Workers with the names of the closest Service Providers that provide HIV/AIDS testing and counselling and Clinics providing Sexually Transmitted Infection (STI) diagnosis and treatment. Information on these Service Providers and Clinics must be displayed on a poster of a size not smaller than A1 in an area highly trafficked by Workers

## **MONITORING**

The Contractor shall grant to the Representative/Agent reasonable access to the construction site, in order to establish that the Contractor complies with his obligations regarding HIV/AIDS awareness under this contract.

The Contractor must report problems experienced in implementing the HIV/AIDS requirements to the Representative/Agent.

## SECTION A2: TERMS OF REFERENCE

### INVITATION FOR AN OPEN TENDER FOR THE APPOINTMENT OF A CONTRACTOR FOR REPAIR, REMEDIAL AND RESTORATION WORK TO THE EXISTING RAMPART BUILDINGS AND SURROUNDING WALLS AT THE OLD FORT, CONSTITUTION HILL

#### 1. INTRODUCTION

Constitution Hill is a living museum that tells the story of South Africa's journey to democracy. It was opened as a museum in the year 2004. Currently, daily tours of the precinct are offered to tourists and regular public events are conducted, enabling visitors from every walk of life to interact with the Constitution Hill space. The ramparts walls and buildings are some of the attractions at ConHill that draws the tourists for a 360-degree view of the city.

The infrastructure in the Constitution Hill precinct have been showing signs of deterioration for a few years. This deterioration in heritage infrastructure had adversely affected the built structure of the Ramparts at the Old Fort and the reputation of the facility as a safe tourism destination is also compromised.

This tender calls for a Category 6GB or higher Registered Contractor to carry out **Repair, Remedial and Restoration work to the existing Rampart Buildings and surrounding walls at the Old Fort, Constitution Hill.**

The service provider is required to provide all aspects of the service with diligence and skill in accordance with generally accepted professional techniques and standards.

#### 2. THE BRIEF

##### 2.1 CONTRACTOR'S KEY PERSONNEL

The purpose of this tender is to procure a Contractor with the necessary skills to implement the GGDA's objective for the Repair, Remedial and Restoration work to the existing Rampart Buildings and surrounding walls at the Old Fort, Constitution Hill project.

The Contractor's key personnel must include the following professionals:

- A **Contracts Manager registered as a professional with SACPCMP as Professional Construction manager (PrCM)** who is a qualified with at least seven (7) years verifiable experience in the construction of similar infrastructure projects in respect to scope, size, cost of project, complexity and contract management skills;
- An **Occupational Health and Safety Officer (OHS Officer) registered as a professional with SACPCMP** who is a qualified with at least seven (7) years verifiable experience in the construction of similar infrastructure projects in respect to scope, size, cost of project, complexity and construction management skills;
- A **Site Agent with a National Diploma in Civil Engineering** who is a qualified with at least seven (7) years verifiable experience in the construction of similar infrastructure projects in respect to scope, size, cost of project, complexity and construction management skills;
- A **Quantity Surveyor with BSC/BTech qualification in Quantity Surveying** with at least seven (7) years verifiable experience in the construction of similar infrastructure projects in respect to scope, size, cost of project, complexity and construction management skills;

The preferred Service Provider will be obliged to conclude an agreement with GGDA on the terms and conditions as per this tender document.

GGDA reserves the right to amend the agreement prior to finalisation of the agreement between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such amendment. Interested Service Providers are hereby invited to submit bids in accordance with the conditions contained in this document.

The Service Provider shall carry out full services as per the project's scope of work and the referenced specifications and special conditions indicated. The Service Provider must have adequate resource capacity to undertake the project scope.

## 2.2 LOCALITY

The site is located at No 11 Kotze Road, Johannesburg, Braamfontein, Gauteng Province, South Africa.

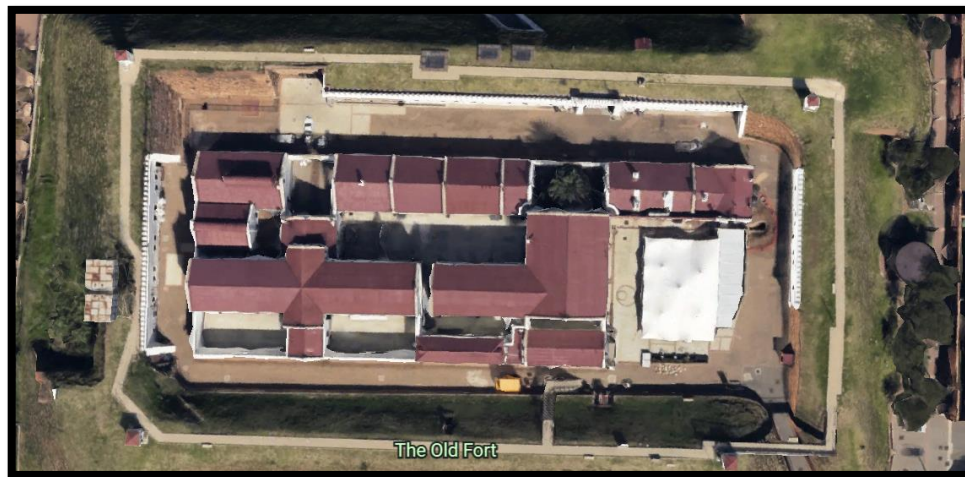


Figure 1: Locality Plan

## 2.3 BACKGROUND INFORMATION

In the month of December 2022, the Constitution Hill identified an urgent need to structurally deal with the collapsing retaining stonewall after the heavy rainfalls were experienced. The stones at base pulled up and there was also bulging which was observed at the top of the wall. This had rendered the entire structure unsafe as it poses a risk of sudden collapse.

Following this, a Professional Service Provider (PSP) was appointed to conduct the conditional assessments and design of all the delapidated infrastructure.

## 3. SCOPE OF WORKS

The works described above will not be limited to the above description. These will be in line with the BOQ for the entire project scope. The extent of the works includes:

- Site Establishment, site office and site personnel
- Demolishing existing stone retaining walls and re-constructing same including constructing a reinforced concrete retaining wall behind
- Demolishing 2no. Guard house and re-constructing new including re-use of materials salvaged from the demolitions.
- Repairs to 2no. guard houses not affected by subsidence.

- Waterproofing the existing vaulted concrete roof over the Rampart building
- Repairing cracks inside the buildings
- Making good plaster and painting walls to match existing.
- External work comprised of paving including kerbs and landscaping.
- Commissioning & hand-over

## 4. SMMEs, Local Labour and Skills Development

### 4.1 SMMEs & Local Labour

In line with government policies to empower previously disadvantaged businesses, GGDA has specified that a minimum 30% of the contract is procured from designated groups.

A comprehensive action plan for SMMEs (in consultation with the ward councillor) must be compiled based on the subcontracting requirement for this tender. The submission must show the Detailed Plan to achieve project target.

The contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the contractor.

#### **Reporting Requirements:**

The Contractor will be required to submit monthly labour reports indicating the number of SMMEs in their employ as well as records of SMME spend against the target values.

Local labour records should also be provided monthly by the contractor. The definition of local in this case refers to people residing in the City of Johannesburg with a valid South African Identity Document or valid work permit. The proportion of local labour to the remainder of the workforce should be no less than 30% at any stage of the contract. The contractor should endeavour to employ a workforce of at least 20% youth who are between the ages of 18 and 35 along with 2% of the workforce being persons with disabilities.

The submitted monthly reports should indicate the number of SMMEs, Local Labour and Students cumulatively for the project to date. All labour related requirements apply to the main contractor and his subcontractors.

## 4.2 Contract Skills Development Goals

Not applicable to this contract.

## 5. REPORTING REQUIREMENTS

Construction progress reports shall be submitted bi-weekly in the agreed format. The report contents and details will be discussed with the successful bidder at the Kick Off Meeting.

Aside from the reports stated above, the Contractor may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Quality assurance reports shall be submitted monthly to the employer as work progresses. A report may be submitted at the end of each section of the works or at the end of each month as agreed with the employer. Three copies of quality reports shall be submitted.

All reports shall be submitted within the time frames agreed to by the Employer.

## 6. TIME FRAMES / MILESTONES

The estimated construction period is 6 months.

# ANNEXURE B (TENDER DRAWINGS & SPECIFICATIONS)

1. Architectural Tender Drawings
2. Structural Tender Drawings
3. Specifications

**NB: SANS 1200 Construction Specifications for Civil & Structural Works will apply and is obtainable at the bidder's cost from [www.sabs.co.za](http://www.sabs.co.za)**