



VOLUME 2:
THE CONTRACT

FOR

INSTALLATION OF HIGH SECURITY FENCING AT SITETO CAMPUS

TENDER No. INGWE/014/2021

NOVEMBER 2021

**PREPARED FOR
INGWE TVET COLLEGE
Administration Centre,
Central Office
Badibanise Village,
Mount Frere**

NAME OF TENDERER:

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VOLUME 2: THE CONTRACT

Part 1: Scope of work

C3.1 Scope of work

C 3.1: SCOPE OF WORKS

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT SITETO CAMPUS.
Tender No:	INGWE/014/2021

C3. Scope of Works

1. GENERAL

- a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

b) EXTENT OF THE WORKS

Installation Of High Security Fencing At Siteto Campus Consists Of:

Removing of the existing fence and constructing a new one.

c) ORDER OF THE WORKS

The works have to be programmed in sections in an ordered sequence according to the programme to be prepared by the contractor and submitted for approval to the Principal Agent.

Specific requirements are described in **clause 12.1.6 of the Schedule of Variables, Section B, JBCC Preliminaries.**

C3.2 Health and Safety Specification

PROJECT HEALTH AND SAFETY SPECIFICATION

In terms of the Construction Regulations (2014)

CLIENT:

INGWE TVET COLLEGE: Siteto Campus

DESCRIPTION OF PROJECT WORKS:

**INSTALLATION OF HIGH SECURITY FENCING AT
SITETO CAMPUS**

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LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CHS	Construction Health and Safety
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
ITVETC	Ingwe TVET College
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHS	Occupational Health and Safety
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

INTRODUCTION AND DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 10113 of 7 February 2014 with the following additions:

PLEASE NOTE THAT THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS 2014 WILL BE IN EFFECT FROM 7TH AUGUST 2014. THE NEW REGULATIONS PLACE ADDITIONAL LEGAL DUTIES UPON PRINCIPAL CONTRACTORS AND CONTRACTORS. ALTHOUGH THIS HEALTH AND SAFETY SPECIFICATION INCLUDES MUCH OF THE CONTENT OF THESE NEW REQUIREMENTS, THE CONTRACTOR WILL BE DEEMED TO BE FAMILIAR WITH THE REQUIREMENTS OF THESE REGULATIONS, AND TO HAVE FACTORED IN ALL THE DUTIES PLACED UPON CONTRACTORS AND PRINCIPAL CONTRACTORS IN THE TENDER. A COPY OF THE REGULATIONS CAN BE VIEWED ON THE DEPARTMENT OF LABOUR'S WEBSITE.

This Health and Safety Specification contains clauses that are generally applicable to construction activities, as well as imposing pro-active controls associated with activities that impact on Health and Safety as it relates to plant and machinery. Compliance to the requirements of the Occupational Health and Safety Act 1993 is in addition to the

requirements of this Health and Safety Specification and is part of the Contractor's responsibility. The Client will monitor that the Contractors comply with the requirements of such legislation.

PLEASE NOTE THAT IN THIS HEALTH AND SAFETY SPECIFICATION, THE TERM "PRINCIPAL CONTRACTOR" HAS THE SAME MEANING AS THE WORD "CONTRACTOR" IN THE GENERAL CONDITIONS OF CONTRACT 2010. ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO CLIENT AGENT, WHERE SO APPOINTED

Client: Ingwe TVET College

Construction Health and Safety Agent:

A person appointed by the Client to carry out the duties of the Client in respect of Occupational Health and Safety on the Project in terms of Regulation 5 sub regulations (5) and / or (6)

ITVETC: Ingwe TVET College

Designer: Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

Hazard: Source of exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent:

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan:

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Principal Agent

Means a competent person appointed by the Client to design, supervise and monitor the construction on their behalf.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Site:

Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Designer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations 2014 & other relevant Regulations

Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)

Joint Building Conditions of Contract (JBCC)

Project Health and Safety Specification

1. PREAMBLE

Historically, the Building or Construction Industry has had poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents and injuries. In many instances, poor adherence to the Occupational Health and Safety Act (OHSA) has resulted in severe consequences for Health and Safety performance. Ingwe TVET College(ITVETC) is determined that the highest health and safety standards are implemented and full commitment from all parties to achieving best practice is required.

To achieve this goal, ITVETC has prepared this Occupational Health and Safety Specification. The OHS Specification sets out guidelines and minimum levels of awareness and guidance for health and safety requirements. Contractual responsibility for adhering to these requirements rest with the Contractors. The Client is committed to ensuring the highest health and safety standards for all work undertaken on this construction site.

1.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated, or determined by ITVETC) that are promulgated or accepted during the contract will automatically be applied.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations

1.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation. The summary of risks is included in this document.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the CHS Agent, or the responsible person in ITVETC.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof. Such design changes.

The CHS Agent will visit the project as deemed necessary by the Principal Agent and the CHS Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Principal Agent.

Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the CHS Agent and the PC will be through the Principal Agent (or Client's responsible person) as determined at the commencement of the project.

1.3 Requirements at Bid Stage

Tenderers are required to submit a project specific pre-tender H&S plan with their Tender submission.

The documentation submitted will be used to assess the competence of the tenderer, as required in the CRs, therefore the information submitted needs to be complete and as close as possible to the final product.

A tender stage OHS score sheet is attached. Failure to achieve the required score will render the tender non-responsive.

Adequate pricing for H&S is required, and the appropriate section in the BoQ is to be completed. Failure to do so could result in the Tender being regarded as non-responsive.

The PC shall ensure adequate information is submitted as supporting documentation with his completed Tender. Such information will be assessed against the criteria listed and a score provided to the Bid Award Committee (BAC) for consideration. Failure to provide such information could render the tender application non-responsive.

A project specific H&S Plan in response to this PSHSS will be subject to approval by the CHS Agent. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
 - Incident Investigation Reports for other projects of a similar nature undertaken by the tenderer
- Claims ratio receipt from FEM or the Compensation Commissioner for the previous review period;
- Detailed technical method statements for approval by the PA and appropriate risk assessments and safe work procedures for approval by the CHS Agent or Client:
 - Site establishment including:
 - Clearing and grubbing;
 - Exposure of services, power, telecommunication etc.;
 - Arrangements for hoarding, traffic accommodation;
 - An emergency plan indicating how and where emergencies will be handled

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the PA/Client is required before work on that aspect or activity can commence.

The CHS Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to, and deemed a serious offence.

2. GENERAL REQUIREMENTS and KEY INFORMATION

Project Directory:

Project Client	Ingwe TVET College Badibanise Village Mount Frere 5090	Tel: 039 940 2142
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Client's Representative	MMPA QS 17 Stewart Drive Baysville East London, 5241	Tel: 043 721 0077
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Contact Person:	Mr. V. Duru
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Client's H&S Agent	Mink-Line Consulting 55 Beaconsurst Drive Beacon Bay East London, 5241	Tel: 043 748 5773/ 082 080 7791
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Contact Person:	Thembelani Mrwetyana
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Description of Works:

Scope of Works:

- Removing of the existing 1800mm high mesh fence including it posts with perimeter of approximately 2 kilometers and constructing a new Cochrane clearVU fusion bond coated Security fence

2.1 Summary of Risks identified during Design

The intention of the summary of findings from the design risk assessment is to highlight the residual risks identified during the design phase. The full design risk assessment can be found in the tender document.

The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project. The items noted are for information only and must be expanded on as required by the project.

PHASES OF THE PROJECT	RESIDUAL RISKS IDENTIFIED TO BE MANAGED
Services	Note presence of Eskom, Telkom, Water reticulation
Movement of Construction Vehicles	MVA
Traffic Accommodation	MVA

2.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, materials data sheets (MDSs) need to be considered prior to all selections.

PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Cement	<ul style="list-style-type: none">• Hand mixing may occur, 50kg bags are an ergonomic risk from handling.• Pumping of concrete may occur exposure to extensive vibration, extended hours of work, and potential eye, skin and respiratory irritant from dust exposure, chromates.
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry.
Petrol/diesel/lubricants	Potentially a fuel bowzer on site. Fire, spillage, fumes

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

3.1 Structure and Organization of H&S Responsibilities

3.1.1 Notification of Commencement Of Construction Work

The PC shall notify the Provincial Director of the Department of Labour (DoL) in writing, in the form of the Annexure A in the CRs. This shall occur after award of the contract, but before commencement of construction work. Proof of submission and/or receipt must be provided and kept in the H&S file.

It should be noted that this OHSS in no way relieves the Contractor of any of his responsibilities set out in the Act and Regulations

Work will not commence without the Notification being correctly completed and signed by the Client and proof of receipt by the Department of labour received. The Notification shall only be signed by the Client following the approval in writing by the CHS Agent, or the Client.

Where changes to the conditions given in the submission are required (i.e. Contractors, completion dates, increase in workers), a revised Annexure A must be submitted to the Department of Labour. The completion date is to include the defect and liability period. A copy of the notification form and any further submissions/correspondence must be kept in the H&S file.

4. HEALTH AND SAFETY PLAN FRAMEWORK

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, OHS Specification, Scope of Works, Existing Conditions and any other standards that may guide practice are to be taken into consideration. The following aspects must be addressed in the H&S Plan, as they have been identified as playing a role in reducing the overall risk of a particular activity, or section of the project. The CHS Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following:

- The positions of site offices of all Contractors, toilets, drinking water and worker rest areas;
- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Protection of plant and pedestrians, indicate parking, and
- Storage areas (materials and equipment, waste etc.)
- Access and egress to site for deliveries and intended temporary traffic management
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

4.1 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the CEO Assignee (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHS Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHS Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

4.1.1 Construction Supervision

Competent Construction Manager will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent Assistant Construction Managers may be appointed where justified by the scope and complexity of the works.

Curriculum Vitae (CVs) are to be submitted for approval by the PA, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

4.1.2 Construction Health and Safety Officer

The PC will employ at least one competent, full-time CHS Officer for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the CHS Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.).

The CHS Officer will be required to provide proof of registration as a Construction Health and Safety Officer with SACPCMP (***note: letters of application shall not be permitted***).

This person may not hold any other position on the site staff.

The site supervisor may not act as the CHS Officer.

The CHS Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHS Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the CHS Officer.
- The CHS Officer/s may not be removed or replaced without the approval of the CHS Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the CHS Agent/Client and the CHS Officer.

The CHS Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided will be provided by the CHS Agent. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

Failure to do so will be considered a serious offence and penalties applied.

4.1.3 Traffic Safety

The CHS Officer will be responsible for ensuring that daily traffic management is adequately managed.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No canopies may be used.

Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Where there is an interface between the works and any public thoroughfare, typical traffic accommodation drawings will be provided by the Designer for general traffic management. The PC is to draw up a traffic accommodation plan for approval by the Designer. The standards of the SARTSM Ch. 13 Vol. 2 will be used. Any changes suggested, or required are to be discussed and approved by the Designer or OHS Agent. Additional care must be taken where workers and public interface.

Penalties will be issued for non-compliances noted.

4.2 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the start-up of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the CHS Officer and site management in meeting legislative duties.

The CHS Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the CHS Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings. Failure to do so will be deemed to be a moderate offence.

4.3 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Client's minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHS Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PC's Compensation registration number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatory agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc). Cognisance is to be taken of the level of risk involved and the CHS Officer is to ensure the level of H&S documentation is appropriate:

- Mandatory agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
 - Load testing and registers for cranes or lifting devices
 - Medical certificates of fitness
 - Safety data sheets (SDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped and penalties implemented.

5. GENERAL RISK MANAGEMENT

5.1 Health Risks and Medical Surveillance

As some products use in the building work have not been identified, the PC is to ensure the CHS Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessment. The appropriate MSDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Many of the processes may be labour intensive and ergonomic risks are to be noted. All workers (including Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, and physical risks from extended periods of work of a repetitive nature, materials specified and the general nature of the works.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

All workers (including those of Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Medical surveillance will commence at pre-employment. All workers (including Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work. Annual medical surveillance is required (unless identified as being required more frequently), as well as an exit medical. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file. A procedure for managing the medical records which require safekeeping for prescribed periods are to be addressed.

. Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;

- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

5.1.1 General Environmental Conditions

Compliance with the Environmental Regulations (as amended), among others is required. Environmental monitoring of ventilation, lighting and dusts may be deemed to be required by the Approved Inspection Authority used to measure the environment. Copies of the relevant reports and actions taken in respect of these are to be placed in the H&S file.

Testing and reporting for airborne silica as required by the 2008 amendment to the HCS Regulations is required.

5.1.2 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such plant being removed from site.

Audiometric testing of all workers is noted as required in the medical surveillance programme for all permanent workers prior to work commencing. Temporary labour working in identified noise areas will require testing if the noise levels are indicated on plant or through processes as greater than 85dB. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn. Where several items of construction plant are in operation at or near to each other, the noise zone for the combined plant should be established and suitable hearing protective equipment used within this zone

Failure to do so will be considered a serious offence.

5.2 Emergency Procedures

An emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator
 - Fire;
 - Public injury, Motor vehicle accidents;
 - Falls from heights;
 - Serious injury to workers (medical or work-related); and
 - Any other major risks identified during risk assessments

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. Local emergency telephone numbers must be displayed and made part of the emergency procedure.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

5.2.1 First Aiders and First Aid Equipment

At least 1 first aider will be trained to Level 3. First aiders shall be available and accessible on site at all times, and be able to work as a team when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The number of First aiders will be determined by the complexity and exposed risks of the project, not numbers of workers

Appropriately stocked first aid kits, at least to the requirements of the Annexure to the GAR, are to be available at all times to assure continual availability and access on site.

5.2.2 Fires and Emergency Management

Attention to emergency planning and procedures is very important. The full emergency plan must form part of the supporting documentation with the H&S Plan. The CHS Agents approval of all emergency plans and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project.

The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator and wardens;
- Lists of first aiders, and
- Requirement in terms of identified risks:
 - Fire;
 - Explosions;
 - Motor vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project. The emergency plan is to include the risk of fire on site and related to any specific activities where gas, welding, cutting etc. occur.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have appropriate, accessible fire extinguishers. Hot work permits are required for any such activities.

5.2.3 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the PA /Client /CHS Agent immediately. This shall

be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

5.3 Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company.

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Protective footwear;
- Overalls that ensure worker visibility.
- Eye protection (if required)
- Hearing protection;
- Reflective jackets (no bibs)
- Respiratory protection (minimum of FF2), and
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person (including Client, PA etc.) found on site without the necessary PPE will be removed from site until the PPE is supplied and worn.

Failure to comply will result in penalties being applied.

5.4 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

Temporary signage is to include (but not be limited to) the following:

- 'Report to site office' / 'Warning: Construction Site – Keep out' or similar;
- 'Site office' (if relevant);
- First aid box positions (including vehicles); and
- Fire extinguishers.
- Assembly Area

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Note should be taken that "omnibus" signs indicating that the entire site requires PPE should not be used. Any areas where PPE is mandatory must be separately signed.

Failure to comply will result in penalties being applied.

5.5 Induction of Employees and Visitors, General H&S Training

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, PA) to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction in the H&S File will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

5.6 Management of Plant and Equipment

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at the CHS Agent's/Client audit. All daily inspection records are to be kept in the H&S file. Plant Hire and Haulage Contractors are to comply with the requirements where plant and equipment is brought onto site. Registers are not to be more than 1 week behind.

Only competent, fit plant operators are to be used. Certificate of Competency for the specific plant and Medical certificates of fitness are required for all operators.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Movement of plant in closures and in confined working areas is to be closely monitored and managed by the supervisors. The blind spots of plant are to be taken into account and workers and Contractors protected accordingly.

Failure to do so will be considered a serious offence.

5.7 Excavations

A procedure for managing excavations is to be provided as an addendum to the H&S plan describing how excavations are to be managed.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring.

A competent person is to be appointed for managing all excavations. A permit system is to be available and used for all excavations. All equipment and ground conditions to be checked daily, and prior to work commencing.

Excavations should preferably not be open beyond what can be closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate stakes with 1m high demarcation and berms/spoil are required to be a safe distance from the edge of the angle of repose. Candy tape may not be used to demarcate excavations. Cognisance is required of the surrounding area and increased levels of protection are required where work is in communities, near schools and clinics.

Work will be stopped and penalties applied to any work in excavations that is not compliant.

5.8 Cranes and lifting equipment

Should any form of lifting device or crane (fixed or mobile) be used during the project for deliveries, moving of supplies or equipment, the appropriate documentation must be made available. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

5.9 Bulk Mixing Plants

Whichever form of bulk mixing plant is used, for mixing concrete, guards and protection of nip points, emergency stops etc. are to be appropriately managed by competent supervision. Edge protection, movement of plant and dust management are required, including disposal of cement bags. The layout of the batch plant and movement of plant is to be provided on an appropriate drawing.

The added requirement of Chest X rays for workers is to be added to pre-employment and possibly exit medicals, unless the workers are already on a system of medical surveillance.

Mechanical installations

All mechanical installations are to be carried out in conformity with the manufacturer's instructions. Method statements and risk analyses must be compiled for each type of installation. A competent person must be designated to supervise the work.

5.10 Auditing

Frequency of external auditing by the CHS Agent or Client will be as agreed with the Client and PA but will at least conform to the requirements of the Construction Regulations. The site will be inspected and the documentation audited relative to the activities and H&S plan. The CHS Officer of the PC must accompany the Client, or the CHS Agent, on all audits and inspections. Not all audits will be, or need be announced.

The PC will ensure that all their Contractors are audited at a frequency determined by the CHS Agent. Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, PA or CHS Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Internal audits are to include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the CHS Agent.

The PC will be audited using a template as supplied in the tender document. The audit template will be adjusted from time to time relative to the activities on site. A similar process is to be used by the PC when auditing their Contractors on site. Compliance with legislative requirements and the systems provided by the PC to manage the H&S on site will be measured. Full compliance is required. Time limits for corrective actions will be set and must be adhered to.

Failure to address findings or non-conformances will be considered a serious offence.

5.11 Communication on Site

All H&S communication during the project between the CHS Agent and the PC will be done through the PA and be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

5.12 Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and decent shelter must be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. Arrangements made where existing facilities are shared with existing users must be made in writing and placed in the H&S file. No substances containing Formaldehyde may be used in Chemical Toilets.

Failure to ensure compliance will be considered a serious offence.

5.17 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or Engineer.

5.18 Electrical Equipment

In addition to the requirements of the Electrical Machinery Regulations and the General Machinery Regulations any electrical distribution board used for construction work shall be fitted with suitable earth leakage protection. Leads must be properly and firmly connected. Plugs and sockets shall be in good and safe condition.

All electrical apparatus, other than electrical hand tools, shall have a physical "lock out" system which will prevent any operation other than that authorized by a supervisor. A "lock out" sign shall be displayed when the apparatus is not in use.

Method statements and safe work procedures will be required for all work involving electrical apparatus.

6. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:

- The PSHSS;
- The H&S Plan and the approval by Client;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work;
- A record of all working drawings, calculations and design where applicable;

- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations
- Employee records (who is on site)

7. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	Contractors working without a SACPCMP registered Construction Health & Safety Officer
	Working without approved method statements	

7.1 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required

by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the PA. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

8. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

Item and Unit

C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document

C.02 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub Contractors are responsible for their own costs in this regard. Any items of PPE not included on the list will be paid for only after the Engineer has agreed to their acquisition.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

C.03 Provision of Part Time Construction Health and Safety Officer (Month)

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a fulltime if the Client.

C.04 Costs of Medical Surveillance (Unit (No))

This item shall covers all costs in involved in the obtaining of baseline medical examinations of temporary labour, including operators for mobile plant as contemplated in CR 21(d) (ii); for temporary workers and workers exposed to noises at or above the limits given in the Noise-induced Hearing Loss regulations, as stipulated.

Workers in the permanent employ of the Contractor will only be paid for if their certificates require updating.

C.04 a) Initial (baseline) medical examinations, including audiometric and lung function testing.

C.05 Provision of First Aid Boxes. (Unit (No))

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

C.06 Submission of the Health and Safety File. (Lump Sum)

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion

Annexure A

**CHS Agent audit sheet
EXAMPLE OCCUPATIONAL HEALTH AND SAFETY AUDIT DOCUMENT**

PROJECT NAME:	
CONTRACT NUMBER:	
HEALTH AND SAFETY AUDIT No:	
CONDUCTED BY :	
DATE :	

EXECUTIVE SUMMARY

INTRODUCTION AND OVERVIEW

Scoring:

The audit has a scoring schedule, which will be used to deem compliance to what is available on site, and what the appropriate systems need to be to match them. The contractor should aim for a score of 3 on each aspect included in the audit. A low score could result in part or all of the work being stopped until compliance is reached.

Scoring schedule	
If the answer is "No" the rating will be 0	
If the answer is 'not applicable' it will be noted as n/a	
If the answer is "Yes" the following ratings are applicable	
1	Requirements partially met and no implementation.
2	Requirements partially met and partially implemented
3	Requirements fully met and partially implemented
4	Requirements fully met and fully implemented
5	Requirements and implementation exceeds expectation

Key Abbreviations:

Health and Safety	H&S	Occupational Health and Safety Act	OHSA
Occupational Health	OH	Mine Health and Safety Act	MHSA
Construction Regulations	CRs	Driven Machinery Regulations	DMRs
General Safety Regulations	GSRs	Regulations for Hazardous Chemical Substances	RHCSs
Explosive Regulations	ERs	Pressure Equipment Regulations	PERs
Noise Induced Hearing Loss Regulations	NIHLs	Department Mineral and Energy	DMEs
Facilities Regulations	FRs	General Administration Regulations	GARs
South African Bureau of Standards	SABS	South African National Standards	SANS
Joint Building Conditions of Contract	JBCC	South African Road Traffic Safety Manual	SARTSM

Provide a summary of site inspection, significant findings of the site inspection and the audit.

CORE LEGAL RECORDS ON SITE:

This list is not conclusive – to be updated monthly relative to works in progress. However the CHS Officer is to be pro-active and pre-empt requirements with the Construction Supervisor (Site Agent). The content will be linked to the physical conditions, processes and activities noted on site, or programme.

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
1.		Updated project H&S Organogram					
2.	OHSA S. 16 (1) and (2)	CEO and subordinate (if required) CVs on file					
3.	CR8.1 CR8.2 CR8.7	Designation of Construction Manager(s) and Subordinate Person(s) CVs on file					
4.	OHSA S. 17; GAR 7	H&S Representatives appointed Monthly inspections completed Representation from Contractors					
5.	OHSA S. 18; GAR 5	H&S Committee appointed Minutes on file H&S representatives reports discussed Incidents discussed Signed by Chair/CEO Evidence of minutes noted					
6.	GAR 4	Copy of OH&S Act (Act 85 of 1993) Available on site					
7.	CR 4.1.j	Written proof of registration / Letters of good standing available on Site					
8.	OHSA S.37.2	Copy of the Mandatory (S37.2) agreement between the PC and Client					

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
9.	OHSA S.37.2	Mandatory agreements between PC and contractors					
10.	CR 4	Notification to Provincial Director – Annexure A Available on site					
11.	CR 7.1.a 7.1.b	Copy of Principal Contractor's Health & Safety Plan Available on request. Letter of approval from Agent. Health & Safety File opened and kept on site (including all documentation- required in respect of the OHSA & Regulations Available at all times					
12.	CR 7.1.c.i	Copy of Principal Contractor's Health & Safety Plan provided to Contractors Letters of approval for each contractor on file List of Contractors on site Verified monthly by Agent					
13.	CR9.1.b	Copies of technical method statements approved by Designer Register available, signed by Designer					
14.	CR 9.1(b) OHSA CR 9.3	Risk Assessments: Up to date and available on site for inspection Review and monitoring programme adhered to Workers trained in risk assessments					
15.	CR 9.1 (c)	Safe work procedures Procedure List of available SWPs Workers trained in SWPs					

HEALTH AND SAFETY PROJECT SPECIFIC SPECIFICATION

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Proof of training verified					
16.	OHSA S. 13 CR 7(5)	Induction programme available Proof of induction training available					
17.	CR 11	Structural information from Designer: <ul style="list-style-type: none"> • Geo-science technical report • Design loading of the structure • Methods & sequence of construction • Design risk assessment • Amended H&S Specification 					
18.	CR 13(1)(a)	Excavations: Competent persons appointed CVs available Depth of excavations on site Shoring in use Registers in line with open excavations noted at site inspection					
19.	GSR 13A	Ladders: Competent person appointed Registers kept Registers for ladders noted on site					
20.	CR 23	Construction Vehicles: Appointment of competent operators Plant Management: Registers on file noting daily inspections Plant and machine lists available Inadequacies noted on site Transportation of workers					

HEALTH AND SAFETY PROJECT SPECIFIC SPECIFICATION

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Registers for sample of vehicles noted on site					
21.	CR 27, 28 ER 6 GSR 8	Housekeeping, Stacking & Storage Supervisor: Appointed per work area CVs Available Include site conditions Spoil areas Register available per area					
22.	GSR 2	PPE: included in Risk Assessment PPE used and enforced Records of Issue kept Training to use (Induction) Registers for condition checks					
23.	RHCSs CR 25 GSR 4	Hazardous Chemical Use and Storage Competent Person/s appointed CVs available Risk Assessments include use of HCSs Register of HCS kept/used on Site Flammable Store Bulk diesel storage Material Safety Data Sheets on file and utilised Other					
24.	GSR 3	Emergency management: First aiders available through project Level 3 First aid boxes through site Evacuation procedures Registers available (noted on site)					
25.	GAR	Incident Management:					

HEALTH AND SAFETY PROJECT SPECIFIC SPECIFICATION

ITEM	Legal /SPEC Ref	RECORDS TO BE KEPT	SCORE	COMMENTS	By whom	Completion Date	Contractor Close out
		Emergency co-ordinator appointed CV available Emergency plan appropriate Emergency level included in Risk Assessments Workers trained Incident reports available and complete					
26.	CRs 7.8 RHCSs GSR 2(a) MHSA	Medical Surveillance Program me Pre-placement Periodic Exit Workers at height Plant operators Random drug testing DME Annual Medical report					
27.	CR 30 / FRs	Welfare Facilities: Toilets available where crews are working/clean Clean potable water available Adequate eating facilities					
28.		HIV AND AIDS PROGRAMME HIV and AIDS Policy and plan available Condoms available Peer review programme available Ongoing training of workers					
29		Other					

RESPONSIBILITY	SIGNATURE	DATE
CHS AGENT SIGNATURE:		
PC SIGNATURE:		
DESIGNER SIGNATURE:		
CLIENT SIGNATURE:		

ANNEXURE B CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatory Agreements
 - Letters of Good Standing
 - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc.)
- q) All operating manuals for any systems that require on-going maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OCHS Agent prior to any work commencing.

A copy drawing records for the as-builts are to be placed on file by the Designers once complete.

**ANNEXURE C
NON CONFORMANCES**

HEALTH AND SAFETY SITE INSPECTION NON CONFORMANCE NO		
AGENT:	PROJECT:	
Consultant:	Date and time:	
Client	Area:	
Contractor:		
ASPECTS NOTED:	COMMENTS:	COMPLETION REQUIRED BY (DATE):
	•	
	•	
	•	
	•	
	•	
PHOTOGRAPHIC EVIDENCE (if available):		
OTHER:		
The following penalties are to be applied:		
Signature of Designer		
Signature of CHS Officer/Site Agent		
Signature: of CHS Agent		

ANNEXURE D:

CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

(To be submitted by the end of the first week of each month and be available with each audit)

CONTRACT NUMBER:		PROJECT NAME	CONTRACT DETAILS:
1	GENERAL ACTIVITIES FOR THE MONTH (detail each area of work)		
2	NUMBER OF WORKERS (permanent and local, contractors)		
3	TRAINING DONE (supplier, no of people, type)		
4	INCIDENTS / ACCIDENT (list number and details, attach reports)		
6	NON-CONFORMANCES (closed out or active)		
7	CONTRACTORS (list, approval status)		
8	AUDITS COMPLETED (internal and external)		
9	CRITICAL ISSUES		

10	GENERAL	

BILL OF QUANTITIES FOR OCCUPATIONAL HEALTH AND SAFETY

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL
C.01	Preparation of the Contractor's site specific Health and Safety Plan	lump sum			
C.02	Provision of Personal Protective Equipment (PPE)				
	(a) Reflective vests	No			
	(c) Protective foot wear	No			
	(d) Earplugs	No			
	(e) Dust masks	No			
	(f) Gloves				
	g) High visibilty overalls to SARTSM Chapter 13 Level 3	No			
C.03	Provision of a full-time time Construction Health and Safety Officer (SACPCMP Registered)	month			
C.04	Cost of medical certificates and medical surveillance				
	(a) Initial (baseline) medical examinations	prime cost (PC) sum			
	(b) Periodic and exit examinations	prime cost (PC) sum			
C.05	Provision of First Aid Boxes to GSR requirements	No			
C.06	Submission of a Health and Safety File	lump sum			

C3.3 HIV/AIDS Specification

SECTION

HIV/AIDS SPECIFICATION

HIV/AIDS REQUIREMENTS

Once site has been established by the contractor, they shall go to the nearest community health centre, or the like, and announce the project and make the necessary arrangements for HIV/AIDS awareness and training.

1 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

2 DEFINITIONS AND ABBREVIATIONS

2.1 Definitions

Service Provider: The natural or juristic person recognised and approved by the Department of Public Works as a specialist in conducting HIV/AIDS awareness programmes

Service Provider Workshop Plan: A plan outlining the content, process and schedule of the training and education workshops, presented by a Service Provider which has been approved by the Representative/Agent

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 all

2.2 Abbreviations

HIV	:	Human Immunodeficiency Virus
AIDS	:	Acquired Immune Deficiency Syndrome
STI	:	Sexually Transmitted Infection

3 BASIC METHOD REQUIREMENT

The Contractor shall, through a Service Provider, conduct onsite workshops with the Workers

The Service Provider shall develop and compile a Service Provider Workshop Plan to be presented at the workshops and which will be best suited for this project to achieve the specified objectives with regard to HIV/AIDS awareness.

The Service Provider Workshop Plan shall be based on the following information provided by the Contractor:

- Number of Workers and Sub-contractors on site
- When new Workers or Sub-contractors will join the construction project
- Duration of Workers and Sub-contractors on site
- How the maximum number of Workers can be targeted with workshops
- How the Contractor prefers workshops to be scheduled, e.g. three hourly sessions per Worker, or one 2.5 hour workshop per Worker
- Profile of Workers, including educational level, age and gender (if available)
- Preferred time of day or month to conduct workshops
- A Gantt chart reflecting the construction programme, for scheduling of workshops
- Suitable venues for workshops

The Contractor shall submit the Service Provider Workshop Plan for approval within 21 days after the tender acceptance date. After approval by the Representative/Agent, the Contractor shall make available a suitable venue that will be conducive to education and training

The Service Provider Workshop Plan shall address, but will not be limited to the following:

- 3.1 The nature of the disease;
- 3.2 How it is transmitted;
- 3.3 Safe sexual behaviour;
- 3.4 Post exposure services such as voluntary counselling and testing (VCT) and nutritional plans for people living with HIV/AIDS;
- 3.5 Attitudes towards other people with HIV/AIDS;
- 3.6 Rights of the Worker in the workplace;
- 3.7 How the Awareness Champion will be equipped prior to commencement of the HIV/AIDS awareness programme with basic HIV/AIDS information and the necessary skills to handle questions regarding the HIV/AIDS awareness programme on site sensitively and confidentially;
- 3.8 How the Service Provider will support the Awareness Champion;
- 3.9 Location and contact numbers of the closest clinics, VCT facilities, counselling services and referral systems;
- 3.10 How the workshops will be presented, including frequency and duration;
- 3.11 How the workshops will fit in with the construction programme;
- 3.12 How the Service Provider will assess the knowledge and attitude levels of attendees to structure workshops accordingly;
- 3.13 How the video will be used;
- 3.14 How the Service Provider will elicit maximum participation from the Workers;
- 3.15 A questions and answers slot (interactive session)

The Service Provider Workshop Plan shall encompass the Specific Learning Outcomes (SLO) as stipulated

4 HIV/ AIDS AWARENESS EDUCATION AND TRAINING

4.1 Workshops

The Contractor shall ensure that all Workers attend the workshops

The workshops shall adequately deal with all the aspects contained in the Service Provider Workshop Plan. A video of HIV/AIDS in the construction industry, which can be obtained from all Regional Offices of the Department of Public Works, is to be screened to Workers at workshops. In order to enhance the learning experience, groups of not exceeding 25 people shall attend the interactive sessions of the workshops

4.2 Recommended practice

4.2.1 Workshop Schedule

Presenting information contained in the Service Provider Workshop Plan can be divided in as many workshop sessions as deemed practicable by the Contractor, provided that all Workers are exposed to all aspects of the workshops as outlined in the Service Provider Workshop Plan

Breaking down the content of information to be presented to Workers into more than one workshop session however, has the added advantage that messages are reinforced over time while providing opportunity between workshop sessions for Workers to reflect and test information. Workers will also have an opportunity to ask questions at a following session

4.2.2 Service Providers

A database of recommended Service Providers is available from all Regional Offices of the Department of Public Works

4.2.3 HIV/AIDS Specific Learning Outcomes and Assessment Criteria

Workers shall be exposed to workshops for a minimum duration of two-and-a-half hours. In order to set a minimum standard requirement, the following specific learning outcomes and assessment criteria shall be met

4.2.3.1 UNIT 1: The nature of HIV/AIDS

After studying and understanding this unit, the Worker will be able to differentiate between HIV and AIDS and comprehend whether or not it is curable. The Worker will also be able to explain how the HI virus operates once a person is infected and identify the symptoms associated with the progression of HIV/AIDS

Assessment Criteria:

1. Define and describe HIV and AIDS
2. List and describe the progression of HIV/AIDS

4.2.3.2 UNIT 2: Transmission of the HI virus

After studying and understanding this unit, the Worker will be able to identify bodily fluids that carry the HI virus. The Worker will be able to recognise how HIV/AIDS is transmitted and how it is not transmitted

Assessment Criteria:

1. Record in what bodily fluids the HI virus can be found
2. Describe how HIV/AIDS can be transmitted
3. Demonstrate the ability to distinguish between how HIV/AIDS is transmitted and misconceptions around transmittance of HIV/AIDS

4.2.3.3 UNIT 3: HIV/AIDS preventative measures

After studying and understanding this unit, the Worker will comprehend how to act in a way that would minimise the risk of HIV/AIDS infection and to use measures to prevent the HI virus from entering the bloodstream

Assessment Criteria:

1. Report on how to minimise the risk of HIV/AIDS infection
2. Report on precautions that can be taken to prevent HIV/AIDS infection
3. Explain or demonstrate how to use a male and female condom
4. List the factors that could jeopardize the safety of condoms provided against HIV/AIDS transmission

4.2.3.4 UNIT 4: Voluntary HIV/AIDS counselling and testing

After studying and understanding this unit, the Worker will be able to recognise methods of testing for HIV/AIDS infection. The Worker will be able to understand the purpose of voluntary HIV/AIDS testing and pre- and post-test counselling

Assessment Criteria:

1. Describe methods of testing for HIV/AIDS infection
2. Report on why voluntary testing is important
3. Report on why pre- and post-test counselling is important

4.2.3.5 UNIT 5: Living with HIV/AIDS

After studying and understanding this unit, the Worker will be able to recognise the importance of caring for people living with HIV/AIDS and be able to manage HIV/AIDS

Assessment Criteria:

1. List and describe ways to manage HIV/AIDS
2. Describe nutritional needs of people living with HIV/AIDS
3. Describe ways to embrace a healthy lifestyle as a person living with HIV/AIDS
4. Explain the need for counselling and support to people living with HIV/AIDS

4.2.3.6 UNIT 6: Treatment options for people with HIV/AIDS

After studying and understanding this unit, the Worker will be familiar with the various treatments available to HIV/AIDS infected or potentially HIV/AIDS infected people

Assessment Criteria:

1. Discuss anti-retroviral therapy
2. List methods of treatment to prevent HIV/AIDS transmission from mother-to-child
3. Describe the need for treatment of opportunistic diseases for people living with HIV/AIDS
4. Describe post exposure prophylactics

4.2.3.7 UNIT 7: The rights and responsibilities of Workers in the workplace with regard to HIV/AIDS

After studying and understanding this unit, the Worker will be able to identify the rights and responsibilities of the Worker living with HIV/AIDS in the workplace. The Worker will recognise the importance of accepting colleagues living with HIV/AIDS and treating them in a non-discriminative way

Assessment Criteria:

1. Discuss the rights of a person living with HIV/AIDS in the workplace
2. Discuss the responsibilities of a person living with HIV/AIDS in the workplace
3. Report on why acceptance and non-discrimination of colleagues living with HIV/AIDS is important

4.3 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

5 **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

6 **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

7 APPOINTMENT OF AN HIV/AIDS AWARENESS CHAMPION

Within 14 days of site handover the Contractor shall appoint an Awareness Champion from amongst the Workers, who speaks, reads and writes English, who speaks and understands all the local languages spoken by the Workers and who shall be on site during all stages of the construction period. The Contractor shall ensure that the Awareness Champion has been trained by the Service Provider on basic HIV/AIDS information, the support services available and the necessary skills to handle questions regarding the HIV/AIDS programme in a sensitive and confidential manner

The Awareness Champion shall be responsible for:

- 7.1 Liasing with the Service Provider on organising awareness workshops;
- 7.2 Filling condom dispensers and monitoring condom distribution;
- 7.3 Handing out information booklets;
- 7.4 Placing and maintaining posters

8 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

The attached SITE CHECKLIST (SCHEDULE A) shall be completed and submitted at every construction progress inspection to the Representative/Agent

The attached SERVICE PROVIDER REPORT (SCHEDULE B) shall be completed and submitted on a monthly basis to the Department's Project Manager, through the Representative/Agent

The attached CONTRACTOR HIV/AIDS PROGRAMME REPORT (SCHEDULE C), a close out programme report, shall be completed by the Contractor at the end of the contract

SCHEDULE A

HIV/AIDS PROGRAMME : SITE CHECKLIST

When did construction commence _____

Name of Departmental Project Manager _____

Please refer to HIV/AIDS Programme activities during the reporting period

Tick the block if Contractor satisfactorily complied with specifications																												
DATE	PI				PI				PI				PI				PI				PI				PI			
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Programme implemented within 14 days of site handover																												
Awareness champion on site																												
HIV/AIDS awareness service provider report																												
Male condom dispenser																												
Sufficient male condoms available																												
Male condom dispenser in a highly trafficked area																												
Female condom dispenser																												
Sufficient female condoms available																												
Female condom dispenser in a highly trafficked area																												
All four types of posters displayed																												
Posters in a good condition																												
Posters in a highly trafficked area																												
Posters displayed on local support services: clinic & VCT centre																												
Support service poster/s in highly trafficked area																												
Support service poster/s in a good condition																												

<i>Please indicate the applicable number for the reporting period</i>							
Workers on payroll (at PI)							
Sub-Contractors who will be on site for longer than 30 days (at PI)							
Workshop attendees							
Number of workshops held							
Scheduled workshops according to approved workshop plan							
Booklets distributed							
Male condoms distributed							
Female condoms distributed							
Representative/Agent							
Contractor							

Date of progress inspection (dd/mm/yy) _____

Reporting period: (dd/mm/yy) _____ to (dd/mm/yy) _____

Deviations from HIV/AIDS awareness programme plan:

Corrective actions

Representative/Agent

Departmental Project Manager

Date

Date

SCHEDULE B

HIV/AIDS AWARENESS PROGRAMME: SERVICE PROVIDER REPORT

Reporting period: (dd/mm/yy) _____ to (dd/mm/yy) _____

Number of workshops conducted in reporting period _____

Number of scheduled workshops according to approved workshop plan _____

Deviations from workshop plan:

--

State reasons for deviating from workshop plan:

--

Corrective actions:

--

Service Provider

Contractor

Date

Date

HIV/AIDS AWARENESS PROGRAMME : WORKSHOP CONTENT ADDRESSED

Fill in the applicable information with regard to each workshop conducted																								
DATE	W/S				W/S				W/S				W/S				W/S				W/S			
	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M	D	D	M	M
Content of workshop: (Mark the content included)																								
SLO1																								
SLO2																								
SLO3																								
SLO4																								
SLO5																								
SLO6																								
SLO7																								
HIV/AIDS in construction <i>video</i>																								
Indicate the duration of the workshop in hours																								
Total number of Workers																								
Indicate workshop venue																								

HIV/AIDS AWARENESS PROGRAMME: ATTENDANCE REGISTER

[illegible]

SCHEDULE C

CONTRACTOR HIV/AIDS PROGRAMME REPORT

Project name _____

Project Location _____

Contract value of project (R) _____

Department of Public Works Project Manager _____

HIV/AIDS Programme duration: (dd/mm/yy) _____ to (dd/mm/yy) _____

AWARENESS MATERIAL

Describe location of posters displayed during the programme _____

Comments on posters _____

Indicate total number of booklets distributed _____

Comments on booklets _____

CONDOMS

Indicate total number of male condoms distributed _____

Indicate total number of female condoms distributed _____

Describe where male condom dispenser was placed _____

Describe where female condom dispenser was placed _____

HIV/AIDS WORKSHOPS

Indicate the total number of HIV/AIDS workshops conducted _____

Indicate the duration of workshops _____

Indicate the total number of Workers that participated in the HIV/AIDS workshops _____

Indicate the total number of Workers that were exposed to the video on HIV/AIDS in the Construction Industry

Comments on HIV/AIDS workshops on site _____

GENERAL

Briefly describe programme activities and satisfaction with outcome _____

Additional comments, suggestions or needs with regard to the HIV/AIDS awareness programmes on site

Please indicate if your company has a formal HIV/AIDS policy focussing on HIV/AIDS awareness raising and care and support of HIV/AIDS Workers

Yes	No	Currently developing one
-----	----	--------------------------

Please indicate if, to your knowledge, you have lost any workers during the duration of the project to HIV/AIDS related sicknesses. One or more of the following might indicate an HIV/AIDS related death:

Excessive weight loss
Reactive TB
Hair loss
Severe tiredness

Coughing or chest pain
Pain when swallowing
Persistent fever
Diarrhoea

Vomiting
Meningitis
Memory loss
Pneumonia

Number of HIV/AIDS-related deaths _____

Contractor

Date

Departmental Project Manager

Date

Part 2: Pricing data

C2.1 Pricing instructions

C 2.1: PRICING INSTRUCTIONS

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT SITETO CAMPUS
Tender No:	INGWE/014/2021

1. GENERAL

- (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.

2. PRELIMINARIES BILLS OF QUANTITIES

The **bills of quantities** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

3. VALUE ADDED TAX

The tender price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities** must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

4. TRADENAMES

Where trade names are specified in these Bills of Quantities, similar alternatives will be accepted after written approval from the Principal Agent.

C2.2 Preliminaries/Bills of Quantities/Final Summary

Item No		Quantity	Rate	Amount
	<p>BILL No. 1</p> <p><u>PRELIMINARIES</u></p> <p><u>MEANING OF TERMS "TENDER / TENDERER"</u></p> <p>Any reference to the words "Tender" or "Tenderer" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder"</p> <p><u>PRELIMINARIES</u></p> <p>The JBCC Preliminaries Code 2103, May 2005 edition for use with the JBCC Principal Building Agreement Edition 4.1 Code 2101, March 2005 is taken to be incorporated herein. The tenderer is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".</p> <p><u>PRICING OF PRELIMINARIES</u></p> <p>Should Option A, as set out in clause B10.3.1 hereinafter be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item</p> <p>Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.</p> <p><u>SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT</u></p>			
	Carried to Collection		R	Not Priced
	Bill No. 1 PRELIMINARIES MMPA Quantity Surveyors & Project Managers			

OBJECTIVE AND PREPARATION

1 **A6.0 SITE REPRESENTATIVE**

Clause 6.0

Fixed: _____ Value related: _____ Time
related: _____

Item

Not Priced

2 **A10.0 WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

- (a) Without in any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary
- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks as set out in 10.6
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof

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PRELIMINARIES
MMPA Quantity Surveyors & Project Managers

10.6 Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (c) The **contractor** shall, upon receiving a **contract instruction** from the **principal agent**, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**

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- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion** bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and security measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor's** own costs

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10.7.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the **commencement date** but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

Fixed: _____ Value related: _____
Time related: _____

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Item

Not Priced

R

Not Priced

1	<p>A12.0 EFFECTING INSURANCES</p> <p>Clause 12.0</p> <p>Fixed:_____ Value related:_____ Time related:_____</p>	Item	Not Priced
2	<p>A13.0 No clause</p>		
3	<p>A14.0 SECURITY</p> <p>Clause 14.0</p> <p>Clauses 14.1 - 14.8 are amended by replacing them with the following:</p> <p>14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT)</p> <p>14.1.1 The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandi</i> in terms of 31.8(A)</p> <p>14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor</p> <p>14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty-one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty-one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been selected.</p>		
	Carried to Collection	R	Not Priced
	<p>Bill No. 1 PRELIMINARIES MMPA Quantity Surveyors & Project Managers</p>		

14.3 Where **security** as a cash deposit of ten per cent (10%) of the **contract sum** (excluding VAT) has been selected:

14.3.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.3.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to three per cent (3%) of the **contract value** (excluding VAT), and refund the balance to the **contractor**

14.3.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall reduce the cash deposit to an amount equal to one per cent (1%) of the **contract value** (excluding VAT) and refund the balance to the **contractor**

14.3.4 On the date of payment of the amount in the final **payment certificate**, the **employer** shall refund the remainder of the cash deposit to the **contractor**

14.3.5 The **employer** shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the cash deposit **security** or portions thereof to the **contractor**

14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party

14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:

- 1 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

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- 1 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
 - 2 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
 - 3 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8 (A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both

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14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**

14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**

14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)

14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)

14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**

14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**

Carried to Collection

R Not Priced

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14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2, the **employer**, in his sole discretion and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable

Fixed: _____ Value related: _____
Time related: _____

EXECUTION

1 A15.0 PREPARATION FOR AND EXECUTION OF THE WORKS

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The **security** selected in terms of 14.0

Clause 15.1 is amended by the addition of the following clause:

15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**

Clause 15.2.1 is amended by replacing it with the following clause:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4

Fixed: _____ Value related: _____ Time related: _____

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R

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1	A16.0 ACCESS TO THE WORKS Clause 16.0 Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
2	A18.0 SETTING OUT OF THE WORKS Clause 18.0 Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
<u>SECTION B: JBCC PRELIMINARIES</u>			
3	B2.3 Availability of construction documentation Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
4	B4.1 Management of the works Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
5	B4.2 Programme for the works Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
6	B4.3 Progress meetings Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
7	B4.4 Technical meetings Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
8	B4.5 Labour and plant records Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
Carried to Collection			R Not Priced
Bill No. 1 PRELIMINARIES MMPA Quantity Surveyors & Project Managers			

1	B6.4 Plant, equipment, sheds and offices Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
2	B6.5 Main notice board Fixed: 1 _____ Value related: _____ Time related: _____	Item	Not Priced
3	B7.2 Water Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
4	B7.3 Electricity Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
5	B7.4 Telecommunication facilities Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
6	B7.5 Ablution facilities Fixed: _____ Value related: _____ Time related: _____	Item	Not Priced
7	B11.3 Security of the works Fixed: _____ Value related: _____ Time related: _____ This schedule contains all variables referred to in this document and is divided into pre-tender and post-tender categories. The pre-tender category must be completed in full and included in the tender documents. Both the pre-tender and post-tender categories form part of these Preliminaries .	Item	Not Priced
Carried to Collection		R	Not Priced

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Spaces requiring information must be filled in, shown as "not applicable" or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross-referenced to the applicable clause of the **schedule**. Key cross reference clauses are italicised in [] brackets

12.1 PRE-TENDER INFORMATION

12.1.1 Provisional Bills of Quantities

[2.2] *The quantities are provisional* NO

12.1.2 Availability of construction documentation

[2.3] *Construction documentation is complete* YES

12.1.3 Interest of agents

[2.4] *Details:* NIL

12.1.4 Defined works area

[3.1] *Details:*
The work area will be pointed out by the principal agent to the contractor who will sign written acknowledgement therefore before commencing operations.

12.1.5 Geotechnical investigation

[3.2] *Details:*
Not Applicable

12.1.6 Existing premises occupied

[3.4] *Specific requirements:*
The premises will be in use and occupied during the course of this contract. The contractor shall execute the works in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes.

12.1.7 Previous work - dimensional accuracy

[3.5] *Details:* N/A

12.1.8 Previous work - defects

[3.6] *Details:* N/A

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12.1.9. **Services - known**

[3.7] Details:

*Should the **contractor** encounter any existing services such as underground cables, pipes or sewer during the execution of the **works** he shall notify the **principal agent** immediately and suspend all affected work in the immediate vicinity until instruction to proceed has been given by the **principal agent**.*

12.1.10 **Protection of trees**

[3.9] Specific requirements:

Not Applicable

12.1.11 **Inspection of adjoining properties**

[3.11] Specific requirements:

N/A

12.1.12 **Enclosure of the works**

[6.2] Specific requirements:

*The **contractor** shall enclose the areas of work and mark areas with danger tape.*

12.1.13 **Offices**

[6.4.3] Specific requirements:

*The **contractor** shall provide, maintain and remove on completion of the **works** an office for the exclusive use of the **principal agent**, minimum size 4 x 3 x 3m high internally, suitably insulated and ventilated, provided with electric lighting and fitted with boarded floor, desk, chair, drawing stool, drawing board and lock-up drawers for drawings. The office shall be kept clean and fit for use at all times.*

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Not Priced

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12.1.14 Main notice board[6.5] Specific requirements:
A project name notice board must be provided and installed on wind resistant sturdy posts and frame, properly aligned and to the approval of the engineer. The notice board must be maintained for the duration of the contract period.Specification : 3m x 3m of 1mm thick "Chromadek" board connected onto a square tubing frame of 50x50x2.5mm profiles with a "Unistrut" fastening system.Lettering and logos must be of approved colour and font of a UV resistant material.The bottom of board must be mounted 2.5m above ground level.Notice board to conform to EPWP requirements as per attached drawing.A pro-forma name board with dimensions will be issued at the handover of the site to the successful tenderer.

12.1.15 **Subcontractors' notice board**
[6.6] A notice board is required

NO
Specific requirements:

12.1.16 **Water**

[7.2] Option A (by **contractor**) NO
Option B (by **employer** - free of charge) NO
Option C (by **employer** - metered) YES

12.1.17 **Electricity**

[7.3] Option A (by **contractor**) NO
Option B (by **employer** - free of charge) NO
Option C (by **employer** - metered) YES

12.1.18 **Telecommunications**

[7.4] Telephone YES
Facsimile YES
E-mail YES

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R Not Priced

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12.1.19 Ablution facilities	[7.5] Option A (by contractor)	YES	
	Option B (by employer)	NO	
12.1.20 Protection of existing/sectionally occupied works	[11.2] Protection is required	YES	
12.1.21 Special attendance	[9.2] Subcontractor (1) details:		
	Subcontractor (2) details:		
	Subcontractor (3) details:		
	Subcontractor (4) details:		
12.1.22 Protection of works	[11.1] Specific requirements:	N/A	
12.1.23 Disturbance	[11.5] Specific requirements: <i>The contractor shall keep the site, structures, etc well watered during operations to prevent dust and shall provide and erect and remove on completion of the works all necessary temporary dust screens all to the satisfaction of the principal agent</i>		
12.1.24 Environmental disturbance	[11.6] Specific requirements:	NONE	
12.2 POST-TENDER INFORMATION			
12.2.1 Payment of preliminaries	[10.2] Option A (prorated)		
	Option B (calculated)		
Carried to Collection			R Not Priced
Bill No. 1 PRELIMINARIES MMPA Quantity Surveyors & Project Managers			

12.2.2 **Adjustment of preliminaries**

[10.3] Option A (three categories)

Option B (detailed breakdown)

12.2.3 **Additional agreed preliminaries items**

Details:

Carried to Collection

R

Not Priced

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PRELIMINARIES
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SECTION C: SPECIFIC PRELIMINARIES

Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item

C16 OCCUPATIONAL HEALTH AND SAFETY ACT

The **contractor** shall comply with all the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).

It is required of the **contractor** to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the **bills of quantities**.

The **contractor** must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non compliance, the **principal agent**, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress **payment certificate** until the **contractor** provides satisfactory proof of compliance. The **contractor** shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: _____ Value related: _____ Time related: _____

Item

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Item No		Quantity	Rate	Amount
	<u>BILL No. 2</u>			
	<u>FENCING</u>			
	<u>Note:</u> For Preambles see "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors (2008 Edition).			
	<u>FENCING</u>			
	The Contractor is to allow in his rates for any site clearance, preparation of ground, etc. in order to carry out the work successfully.			
	<u>"Cochrane ClearVu" or other equal approved fusion bond coated security Fencing Products To Be Executed In Strict Accordance With The Manufacturer's Instructions</u>			
	<u>Fencing</u>			
1	High security galvanised, marine fusion bond coated, mesh fencing panel, size 2115 x 2100mm high fixed to posts (elsewhere).	No	3	Not Priced
2	High security galvanised, marine fusion bond coated, mesh fencing panel, size 2398 x 2100mm high fixed to posts (elsewhere).	No	3	Not Priced
3	High security galvanised, marine fusion bond coated, mesh fencing panel, size 3297 x 2100mm high fixed to posts (elsewhere).	No	608	Not Priced
	<u>Posts</u>			
4	Intermediate locking taper post, marine fusion bond coated, 2700mm long, with UV stabilised polymer cap including embedding in 400 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	614	Not Priced
	Carried to Collection		R	Not Priced
	Bill No. 2 FENCING MMPA Quantity Surveyors & Project Managers			

1	End or corner square post, marine fusion bond coated, 2700mm long, with UV stabilised polymer cap including embedding in 400 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	4	Not Priced
2	Square gate post, marine fusion bond coated, 2700mm long, with UV stabilised polymer cap including embedding in 400 x 400 x 600mm (25Mpa) concrete base including all necessary excavations, backfilling, etc.	No	2	Not Priced
<u>Gates</u>				
3	Single gate size 1200mm wide x 2400mm high, formed of 50mm diameter x 2,5mm galvanised perimeter framing and one diagonal brace, all scribed and welded at corners and intersections, the gate covered with weldmesh, straining and barbed wires all as per above described fencing, leaf fitted 30mm diameter x 300mm girth u-shaped cleat and three 24mm diameter x 300mm long eyebolt hinges welded or bolted to adjoining gate post with and including 500mm long heavy duty chain spot welded to gate and Union padlock no. 3122.	No	1	Not Priced
4	Double gate in two equal leaves, size 7350 x 2100mm high overall formed of square section perimeter framing, rails, etc. and the gate covered with high security galvanised, marine fusion bond coated, mesh.	No	2	Not Priced
<u>Accessories</u>				
5	100mm High, marine fusion bond coated, steel shark spikes in 1500mm lengths pre-drilled and bolted to top of fencing panels (elsewhere).	m	2 001	Not Priced
<u>METALWORK</u>				
<u>Demolition Of Existing</u>				
6	Take down and cart-away mesh fence, 1200mm high	m	2 001	Not Priced
Carried to Collection				R Not Priced
Bill No. 2 FENCING MMPA Quantity Surveyors & Project Managers				

Bill No. 2

FENCING

COLLECTION

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No**

Amount

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Not Priced

Bill No. 2
FENCING

MMPA Quantity Surveyors & Project Managers

Bill No	FINAL SUMMARY	Page No	Amount
1	PRELIMINARIES	19	Not Priced
2	FENCING	22	Not Priced
	Sub - Total		R Not Priced
	Add Value - Added Tax at the rate applicable as at Tender closing date.		R Not Priced
	Carried to Form of Tender		R Not Priced
	MMPA Quantity Surveyors & Project Managers		

Part 3: Site information

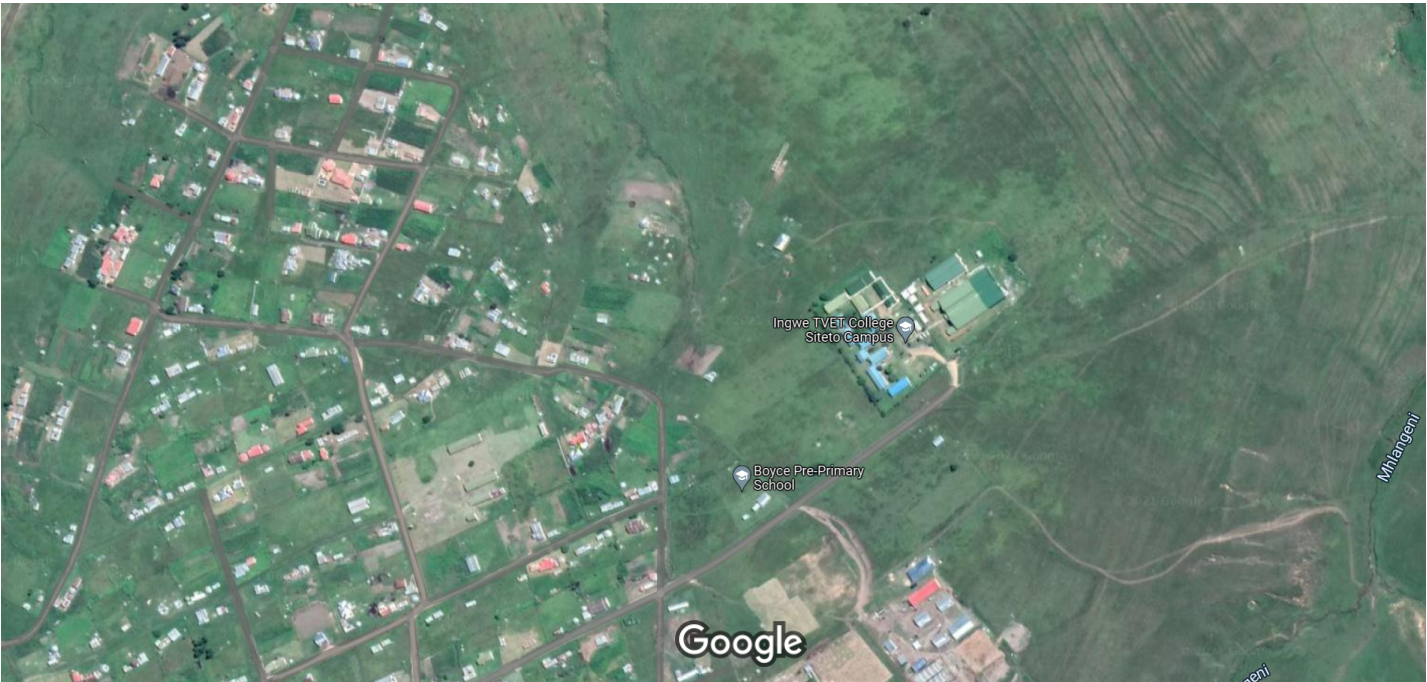
C4 Site information

C4: SITE INFORMATION

Project title:	INSTALLATION OF HIGH SECURITY FENCING AT SITETO CAMPUS
Tender No:	INGWE/014/2021

C4 Site Information

1. Specific requirements has been described (where applicable) in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries.
2. Please see attached locality plan.
3. GPS co-ordinates Ingwe (Siteto) campus 30.852615, 29.892087



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