

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**LIST OF CONTRACT DOCUMENTS**

The following documents form part of this contract:

Volume 1:

The General Conditions of Contract for Construction Works, Third Edition (GCC 2015), published by the South African Institute of Civil Employers Agents. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Employers Agenting (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za

The SANS Standard Specifications for Employers Agenting Construction prepared by the Standards South Africa. These publications are available, and tenderers must obtain copies at their own cost from Standards South Africa, Private Bag X191, PRETORIA, 0001.

The Project Document containing the Tender Notice, Conditions of Tender, Tender Data, Returnable Schedules, Form of Offer, General and Particular Conditions of Contract, Pricing Schedule, Project Specifications and Site Information, issued by the Employer (See note 1 below). The Employer's Form of Acceptance and any correspondence from the selected Tenderer, performance security-demand guarantee, and all addenda issued during the period of tender will also form part of this volume once a Tenderer has been appointed.

Notes to Tenderer**1. At tender stage in paper format.****At contract stage:**

A bound signed paper copy containing the following documents:

- Returnable schedules relevant to the project
- Agreements and Contract Data
- Pricing Data
- Scope of Work
- Site Information

2. SUBMISSION OF TENDER – Refer to clause C2 in the Tender Data

Information provided by a Tenderer over and above the above elements shall be treated as information only and will only be bound into the document if the tenderer notes on Form A4: Schedule of Variations or deviations that the information has a bearing on the tender price.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
CONTENTS**

THE TENDER	PAGE
PART T1: TENDERING PROCEDURES	
T1.1 Tender Notice and Invitation to Tender	2
T1.2 Tender Data	5
PART T2: LIST OF RETURNABLE DOCUMENTS	
T2.1 Returnable Schedules required for Tender Evaluation	26
T2.2 Other Documents required for Tender Evaluation	51
T2.3 Returnable Schedules that will be incorporated into the Contract	68
THE CONTRACT	
PART C1: AGREEMENT AND CONTRACT DATA	
C1.1 Form of offer and acceptance	70
C1.2 Agreement in terms of OHS Act	75
C1.3 Performance Guarantee	77
C1.4 Contract Data	83
PART C2: PRICING DATA	
C2.1 Pricing Instructions	99
C2.2 Bills of Quantities	100
PART C3: SCOPE OF WORK	
C3.1 Project Specifications	111
C3.2 Contract / Standards Specifications	139
C3.3 Management of the work	145
C3.4 Planning and Programming	145
C3.5 General Allowance	146
C3.6 List of Applicable Specifications	148
C3.7 Community Liaison Officer & Local Labour Specifications	173
C3.8 Occupational Health & Safety Specifications	176
PART C4: SITE INFORMATION	
C4.1 Site Information & Locality Plan	202
C4.2 Drawings	204

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
THE TENDER**

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THE NALA LOCAL MUNICIPALITY INVITES INTERESTED TENDERERS TO BID FOR
THE FOLLOWING TENDER:

Bid Number	Tender Description	CIDB Grading	Compulsory Briefing Session Date	Evaluation Criteria	Tender document Price	Contact person for enquiries	Closing Date
NLM/TS/002/2025-26	MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY	3CE or higher	01 October 2025 at 10h00 Address: Wesselsbron Library	80/20 preferential system. 80 = price 20 = specific goals.	Downloadable from E-TENDER at no cost	Technical Enquiries: psmadisadife@gmail.com Supply Chain Enquiries: mmalete@nala.org.za	10 October 2025 at 12h00

Documents will be available as from the **19 September 2025** and can be downloaded on E-TENDER website and/or the Municipal website. Bids to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the Bid number and description, and placed in tender box at **Nala Local Municipality, 08 Preller Street, Bothaville, 9660** on or before above stipulated closing date. Bids will be opened immediately thereafter in public in the boardroom at the above-mentioned address. All bids shall hold good for 90 days as from the closing date of the bid.

Bids which are not received or deposited in the specified tender box before 12:00 on the closing date of the bid mentioned hereinbefore, will be marked as late bids and such bids shall not be considered by Nala Local Municipality as valid bids.

NB: Please take note that a Valid Tax Compliance Status Pin (or in the case of Joint Venture, all Document of the partners in the Joint Venture must be submitted with the bid documents). It is the responsibility of service providers to ensure that their tax status remain compliant all the time. Bid documents completed in pencil will be regarded as invalid bids. Bids may only be submitted on the documentation provided by Nala Local Municipality. Lowest or any bid will not necessarily be accepted, and Municipality reserves the right not to consider any bid not suitably endorsed or comprehensively completed, as well as to accept a bid in whole or part.

Enquiries relating to compliance and bid Documents, should be directed to Mr Marumo Maletle (Manager: Supply Chain & Assets) Email: mmalete@nala.org.za

Mr. SJ Lehloenya
MUNICIPAL MANAGER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

We adhere to all relevant Acts including the Black Economic Empowerment Act No.53 of 2003, Preferential Procurement Policy Framework Act No.5 of 2000, Employment Equity Act No. 55 of 1998.

In terms of Preferential Procurement Regulation of 2022, the Nala Local Municipality will be applying the 80/20 preference point system.

NB: Nala Local Municipality reserves the right to award tenders on the basis of a principle that work shall be fairly or equitably distributed amongst contractors/entities.

COMPULSORY/MANDATORY TENDER REQUIREMENTS:

Failure to submit the following required documents will render the bidders tender disqualified:

- Fully complete and submit compulsory MBD documents, i.e. MBD 4, MBD 6, MBD 8 and MBD 9 which form part of the tender document.
- Required CIDB grading of 3CE or higher.
- Bidders must attend the compulsory site briefing as indicated above.
- Founding Statement/ Proof of Registration as a Legal Entity
- Sanas Accredited BBBEE certificate or Sworn Affidavit
- Valid Tax Clearance Certificates
- Company Profile – CV's, References
- Authority of Signatory
- Certified ID Copies of all Directors
- Letter of Good Standing
- Joint venture agreement (if the tenderer is a joint venture)
- Proof of Registration with Central Supplier Database CSD (CSD Registration Summary Report)
- Copy of recent municipal rates and taxes accounts for both director and company or lease agreement in case of rentals.
- Proposal (Approach Paper)
- Construction Schedule (preliminary Programme)

NB: Bidders who are listed on the National Treasury's register of defaulters and restricted suppliers will be automatically disqualified.

ADDITIONAL TENDER REQUIREMENTS

- Valid Tax Clearance (A trust, consortium or joint venture must submit consolidated Tax Clearance or tax clearance of each partner in the trust, consortium or joint venture).
- Company Registration Documents CIPC (Company Intellectual Property Commission).
- Certified ID copies of company members and shareholders. (NB: date of certification less than 3 months old).

N.B: BIDDERS TO SUBMIT PROOF. NON-SUBMISSION WILL RESULT IN LOSS OF POINTS.

Bids will be evaluated in accordance with the prescripts of the Preferential Procurement Policy Framework Act (PPPFA) and the associated Preferential Procurement Regulations of 2022, which stipulate a 80/20 preference point system for acquisition of goods or services for Rand value equal to or above R0.00 and up to R50 million.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

THE MINIMUM SCORE FOR FUNCTIONALITY IS 70

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

The quality criteria and maximum score with respect to each of the criteria are as follows:

Technical Evaluation Criteria - Functionality (Quality)

Description of Evaluation Criteria		Sub-criteria	Max. nr of points
1. Construction programme of works – Sports Facilities or Structural projects		Detail and adequacy of Construction Programme	
Clear programme of work with the compulsory information including work activities, durations, milestones and a clear indication of the critical path generated from Microsoft Projects including cash flow projections linked to the project duration.		10	10
2. Contractor's relevant experience (Previously completed sports facilities or structural projects in the last 10 years)		Company's Experience	
Attach appointment letter(s) <u>with</u> completion certificate(s) (<u>no points will be allocated without both</u>), which will be verified during evaluation process according to the following ranges:			40
• <R500 000		0	
• >R500 000 – R1m		15	
• >R1m – R1 500 000		25	
• >R1 500 000		40	
3. Project team qualifications and experience (Submission of updated CV's with a certified copy of qualification and a comprehensive list of previous projects worked on)		Relevant qualifications and experience	
3.1 Contract Manager		Max 10	30
3.1.1 Qualification	• ND in Civil Engineering	3	
	• B.Tech/B.Sc. in Civil Engineering	5	
3.1.2 Experience	• 1-4 years	2	
	• 5-9 years	3	
	• 10 and above years	5	
3.2 Site Agent		Max 10	
3.2.1 Qualification	• National Senior Certificate	3	
	• ND in Civil Engineering	5	
3.2.2 Experience	• 1-4 years	2	
	• 5-9 years	3	
	• 10 and above years	5	
3.3 Construction Foreman		Max 5	
• 5 or more years' experience		3	
• 5 or more years' experience with Section 26D Red Seal Certificate		5	
3.4 Health and Safety Officer		Max 5	
• 5 or more years' experience, professionally registered and in good standing with SACPCMP		5	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

TENDER DATA

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

4. Contractor's Plant and Resources	Proven Ownership or Access to Plant	
The tenderer must demonstrate ownership or access to resources (Plant, equipment and tools for the works.) The tenderer shall submit a lease agreement and/or NATIS registration documentation of ownership). The following plant is required to be available for this project:		10
• TLB	5	
• Tipper Truck (10 m³ minimum)	5	
5. Company's Financial Rating	Bank Rating	
• Code A	10	10
• Code B	6	
• Code C	4	
MAXIMUM POSSIBLE SCORE FOR QUALITY (Ms)		<u>100</u>
Note: In a case where the bidder was subcontracting , both copies of the appointment letter and completion certificate must be submitted along with the completion certificate of the main contractor .		

Functionality refers to the Tenderer's technical capability, as demonstrated by their experience, to deliver the required product in line with the specified standards of quality, reliability, and performance.

The Bidder (and or together with the Bidders' subcontractor) must meet the minimum requirements outlined in the functionality criteria and achieve a minimum score of 70 points (SO) out of a possible 100 points (Ms) for Functionality. An overall minimum threshold of 70 (SO) points out of a total of 100 (Ms) must be achieved for the tender to be eligible. Bids scoring below 70 points (SO) will be deemed technically unacceptable and will not progress to further evaluation.

The minimum required evaluation points for functionality (quality) are **70 out of 100**.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Bidders should note the following:

- Material should be sourced locally (within South African borders).
- The bidder should include appointment letters and completion certificates of previous similar work done.
- Bidders are requested to submit contactable references for verification.
- Where the proposed prices of critical materials to be supplied to the Nala Local Municipality are considerably less than the expected market price or rates, the Nala Local Municipality reserves the right to verify the proposed prices by requesting quotations directly from the supplier(s) cited in the compilation of the bid.
- Nala Local Municipality reserves the right to conduct site visits and interview officials whose academic and professional qualifications have been submitted for verification.
- Proof of registration on the National Centralized Supplier Database (CSD). Only suppliers who are registered on the CSD will be considered for appointment.
- Recommended bidders will be subjected to supplier security screening processes. Only suppliers who obtain security clearance will be considered for appointment.
- Potential suppliers must note that in terms of Nala Local Municipality policy, the Nala Local Municipality reserves the right to cancel and blacklist any supplier for a period of at least 12 months if the supplier fails to adequately perform in terms of the awarded contract.
- Prospective bidders should be represented at the compulsory site meeting by suitably qualified and experienced individuals who can fully comprehend the scope and complexities of the work involved.

Documents will be available as from the 19th of September 2025 and can be downloaded on E-TENDER website and/or the Municipal website.

Bids to be completed in accordance with the conditions and bid rules contained in the bid documents and supporting documents must be sealed and externally endorsed with the Bid number and description, and placed in tender box at **Nala Local Municipality, 08 Preller Street, Bothaville, 9660 on or before above stipulated closing date Bids will be opened immediately thereafter** in public in the boardroom at the above-mentioned address. All bids shall hold good for 90 days as from the closing date of the bid.

Tenderers are advised to ensure that all tender documents are properly bound upon submission on the closing date. Failure to submit all the required pages of the Tender document may result in the tenderer either being disqualified or forfeiting the available points on functionality, depending on the nature of the submission.

Electronic submissions of Tender offers/ bids will NOT be accepted.

Submission of tender offers/ bids by telegraph, telex, telephone, facsimile, or email will NOT be accepted.

If you attempt to submit a tender offer/ bid after the official closing date and time, which offer/ bid will NOT be accepted.

A clearly indexed and numbered tender offer/ bid documents together with all applicable attachments must be deposited into the Tender box at the foyer of Nala Local Municipality Building, 08 Preller Street, Bothaville, 9660 by no later than 12h00 on the closing date 10 October 2025.

The requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender data.

Nala Local Municipality reserves the right to cancel or/ not to award this tender to any party.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
INVITATION TO BID

MBD1

YOU ARE HEREBY INVITED FOR THE BELOW MENTIONED TENDER					
BID NUMBER:	NLM/TS/002/2025-26	CLOSING DATE:	10 OCTOBER 2025	CLOSING TIME:	12H00
DESCRIPTION	MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):					
NALA LOCAL MUNICIPALITY					
08 PRELLER STREET					
BOTHAVILLE					
9660					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Marumo Maletse	CONTACT PERSON	Phillip Modisadife		
TELEPHONE / CELL NUMBER	056 514 9200	TELEPHONE / CELL NUMBER	056 514 9200		
E-MAIL ADDRESS	mmaletse@nala.org.za	E-MAIL ADDRESS	pmodisadife@nala.org.za		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

TENDER DATA
PART T1: TENDERING PROCEDURES

T1.2 TENDER DATA13

Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**T1.2 TENDER DATA**

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (August 2019) as published in Government Gazette No 42622, Board Notice 423 of 2019.

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub clause in the Standard Conditions of Tender to which it mainly applies.

Sub clause	Data
C1	General
	The Employer is the Nala Local Municipality
	The Project Document issued by the Employer consists of the following: THE TENDER Part T1: Tendering procedures: T1.1 Tender notice and invitation to tender T1.2 Tender Data Part T2: Returnable documents: T2.1 Returnable Schedules required for Tender Evaluation T2.2 Other Documents required for Tender Evaluation T2.3 Returnable Schedules that will be incorporated into the contract THE CONTRACT Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance, MBD 7.1 C1.2 Agreement in terms of Occupation Health and Safety Act and Construction regulations 2014 C1.3 Form of Guarantee C1.4 Contract Data Part C2: Pricing data C2.1 Pricing instructions C2.2 Bills of quantities C2.3 BOQ Summary and Calculation of Tender Sum Part C3: Scope of work Part C4: Site information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause number	Data
F.1.4	The Employer's agent is: The project is implemented by Nala Local Municipality.
F.1.5.1	Add the following: "The council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender."
F.2.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: (1) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a CE class of construction work; and (2) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of (1) above. Joint ventures are eligible to submit tenders provided that: (1) every member of the joint venture is registered with the CIDB; (2) the lead partner has a contractor grading designation in the CE class of construction work; and (3) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CE class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
	Right to approach the courts and rights in terms of Promotion of Administrative Justice Act, 3 of 2000 and Promotion of Access to Information Act, 2 of 2000. The sub- clauses above do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.
	National Treasury Web Based Central Supplier Database (CSD) Registration Tenderers are required to be registered on the National Treasury Web Based Central Supplier Database (CSD) as a service provider. Tenderers must register as such upon being requested to do so in writing and within the period contained in such a request, failing which no orders can be raised or payments processed from the resulting contract. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture. Tenderers who wish to register on the National Treasury Web Based Central Supplier Database (CSD) may do so via the web address https://secure.csd.gov.za. It is each tenderer's responsibility to keep all the information on the National Treasury Web Based Central Supplier Database (CSD) updated.
F.2.7	The arrangements for a compulsory clarification / briefing meeting are: Location: Wesselsbron Library Date: 01 October 2025 Starting time: 10:00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	Confirmation of attendance to be notified at least one full working day in advance to OR signing of the attached document that acts as site briefing meeting: Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause Number	Data
F.2.12	If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative complies with the Employer's standards and requirements and its principal elements, to take a view on the degree to which the alternative and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.
F.2.13.1	Not Applicable
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as original. Each tender offer communicated on paper shall be submitted as one (1) original hardcopy, plus one (1) electronic scanned PDF copy on a CD (compact disc). The Procurement document as issued shall NOT be taken apart for purpose of submitting the Tender. Tenderers are to submit one tender only, either as a single tendering entity or as a member of a Joint Venture. The tender shall be signed by a person duly authorized to do so. Tenders submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.
F.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Nala Local Municipal Offices. Physical address: Nala Local Municipal Offices, 8 Preller Street, Bothaville, 9660. Identification details: BID NO: NLM/TS/002/2025-26 – MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
F.2.13.6	A two-envelope procedure will not be followed.
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15.1	The closing time for submission of tender offers is: 12:00pm on 10 OCTOBER 2025
F.2.16.1	The tender offer validity period is 90 days commencing from the closing date of the tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

F.2.19	Access must be provided for the following inspections, tests and analysis: General site inspections and any other inspections deemed necessary by the Engineer and Employer.
	The Tenderer is required to submit with the tender a letter of intent from an approved guarantor undertaking to provide a guarantee in the format included in Part T2.2 of this document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause Number	Data
F.2.23	The tenderer is required to submit with his tender (1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and (2) either a Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board, Act (Form F006) (3) Each party to a Consortium/Joint Venture shall submit a separate Tax Clearance Certificate. (4) Tenderers are to note that the Employer will not award a contract to a Tenderer whose tax matters are not in order.
	The Tenderer is required to submit with his tender the following documents: • Tax clearance certificate with status PIN • JV Agreement and Power of Attorney (if applicable) • VAT registration certificate • Workmen's Compensation registration certificate (or proof of payment of contribution in terms of the COID Act no. 130 of 1993) • Company / CC / Trust / Partnership registration certificate • Certified copy of identity document in the case of one-man concerns • ☐ Project completion certificates.
F.3.4	The time and location for opening of the tender offers are: Time 12:00pm on 10 OCTOBER 2025 Location: Nala Local Municipal Offices, 8 Preller Street, Bothaville, 9660. Tenders will be opened in public after closing time.
F.3.11	The preference procedure for evaluation of responsive tender offers shall be the 80/20-point preference system, in full compliance with the NALA LOCAL MUNICIPALITY Preferential Procurement Policy. <i>Add the following:</i> <u>Evaluation Criteria</u> The tenderers will be evaluated on a four stage system, viz:- <u>a) Stage 1 – Tender Responsiveness</u> The following submissions and as per tender advert are the requirements for evaluating each tenderer for responsiveness. The tenderers who failed to submit the following documents with their tender documents will be automatically disqualified and therefore will not be considered for the next stage: - Proof of attendance of bid briefing and visit to site (Briefing Session Attendance Form) NOT COMPULSORY; - Certificate of Authority for Signatory; - Copies of Company Registration Certificates; - Copies of Identity Documents of Members/Owners; - Joint Venture Agreement and Power of Attorney in case of Joint Venture; - Original and Valid Tax Clearance Certificate;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	(vii) Proof of CIDB Grading Compliant for the contractor; (viii) Proof of Workmen's Compensation Registration; (ix) Copy of Proof of Payment of Municipal Account or Lease Agreement b) <u>Stage 2 – Functionality Stage (Maximum 70 points)</u> The Tenderer's experience and technical capacity applicable to the nature of works mentioned herein shall be scored against a 70-point system, where the Tenderer with the most experience pertaining to the nature of works mentioned herein and the Tenderer's ability to complete the works shall score maximum points for each criteria. Only Tenderers who score a minimum of <u>70%</u> which equal 70 points and above in terms of the proposed Stage 2 criteria shall be considered for further evaluation as indicated in Stage 3 below.
	Tender offers will only be accepted on condition that: a) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; b) the Tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the Tenderer has not over the last five years failed to satisfactorily perform a contract for the Employer and has been issued with a written notice to this effect, and has not abused the Employer's Supply Chain Management System; d) the Tenderer submits an original valid Tax Clearance Certificate issued by the South African Revenue Service; e) the Tenderer has completed the compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process. Persons in the employ of the State are not permitted to submit tenders or participate in the contract; f) the Tenderer is registered and in good standing with the Compensation Fund or with a licensed Compensation Insurer; and g) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction Regulations 2014 issued in terms of the OHS Act 1993, the necessary competencies and resources to carry out the works safely. h) the Employer is reasonably satisfied that the Tenderer has, in terms of the Construction the tenderer has properly and comprehensively completed the information required in the Project Document and the Addenda, and has, inter alia properly completed the offer in the "Form of Offer and Acceptance" and the Bill of Quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause Number	Data
	c) <u>Stage 3 – Risk Analysis</u> Bid offer will only be accepted if: a) The Bidder has submitted, with the Offer, all relevant documentation as stated in F.3.13 in the Bid Document; b) The Bidder is registered with CIDB in an appropriate Contractor Grading Designation (Grade 3 or Higher); c) The Bidder is not in arrears for more than 3 months with Municipal rates and taxes and Municipal Service Charges; d) The Bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector, and; e) The Bidder has not: (i) Abused the Employer's Supply Chain Management System or (ii) Failed to perform on any previous contract

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause number	Data						
	d) <u>Stage 4 – Price and Preference</u> The points mentioned hereunder shall supersede the points mentioned in Stage 1, 2 and 3 above and shall thereafter be adjudicated on the 80/20 Preference Points System, where:- 1. <u>Price : 80 Points (Maximum)</u> Points scored for price (maximum 80 points) using the following formula: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where, Ps = Points scored for comparative price of bid/offer under consideration Pt = Comparative price of bid/offer under consideration Pmin = Comparative price of lowest acceptable bid/offer Points scored must be rounded off to the nearest 2 decimal places. 2. <u>Preference: 20 Points (Maximum)</u> Points scored for preference (maximum 20 points) using the tenderer's BBBEE status level & Locality: <table border="1"> <thead> <tr> <th>Specific Goals</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr> <td>Locality</td><td>10</td></tr> <tr> <td>Race,age.gender and disability</td><td>10</td></tr> </tbody> </table> 3. <u>Total Points (Stage 4) : 100 Points (Maximum)</u> Points scored for price and preference will be added (Price + Preference) and used to determine the Tenderer with the highest number of points.	Specific Goals	Number of points (80/20 system)	Locality	10	Race,age.gender and disability	10
Specific Goals	Number of points (80/20 system)						
Locality	10						
Race,age.gender and disability	10						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause number	Data
F.3.13	Tender offers will only be accepted if: (a) <i>the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;</i> (b) <i>the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</i> (c) <i>the tenderer is not in arrears for more than ninety (90) days with municipal rates and taxes and municipal service charges;</i> (d) <i>the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</i> (e) <i>the tenderer has not:</i> (i) <i>abused the Employer's Supply Chain Management System or</i> (ii) <i>failed to perform on any previous contract.</i> (f) <i>The tender has submitted the copy of annual financial statement not older than three (3) months</i>
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one.
1	<u>The additional conditions of tender are:</u> No tenderer shall offer, promise or give any person or persons connected with the tender or the awarding of a contract, any gratuity, bonus, discount or consideration of any kind in connection with the obtaining of a contract, nor communicate with any member of the Council or any Council employee on a question affecting the awarding of a contract which is the subject of a tender, during the period between the date of closing of tenders and the date of notification of the successful tenderer; provided always that the Engineer (as defined in the Special Conditions of Contract) may obtain additional information from a tenderer in order to formulate a recommendation to the Council. Any attempt to contravene this condition which is brought to the notice of the Council may result in the disqualification of the tender. The Council may refuse to receive or consider for such period as it may think fit, tenders from any tenderer who makes unwarranted allegations or comments upon the Council, its Committees, members or officials, or whose conduct otherwise is not considered satisfactory.
2	The Council will not undertake to secure any import permits or currency for the import of any goods or materials required for the execution of this contract. The tenderer must apply direct for any import permits or currency needed, but the Council will furnish the successful tenderer with a supporting statement if required.
3	All prices and rates shall be quoted net in South African currency and shall be exclusive of Value Added Tax. The tax is to be added on the summary page of the Schedule of Quantities in the space provided for registered VAT vendors.
4	A sum for contingencies has been entered in the Schedule of Quantities. This amount will be used in whole or in part for additional work which may be deemed necessary and only as the said Engineer shall direct in writing and shall be deducted in part or in whole if not required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause number	Data
5	If a tenderer wishes to submit alternative proposals for consideration or wishes to change the Conditions of Contract, Specifications, Quantities or Drawings, or to qualify the tender in any way, such changes and/or proposals are to be listed in the Returnable Schedules, Forms 2.1.7 and 2.1.8: Details of Alternative Tenders Submitted and Amendments and Qualifications by Tenderer respectively, failing which the tender will be deemed to be unqualified. It must be clearly understood that the Council will be under no obligation to accept any such qualification. The prices or rates quoted in the Schedule of Quantities shall be deemed to include for all costs, including materials, plant, labour, patent rights and royalties, freight, insurance, customs and delivery to the construction site, unless otherwise stated by the tenderer in writing and clearly noted in the Returnable Schedules, Form 2.1.8: Amendments and Qualifications by Tenderer. Tenders may be rejected if they show significant irregularities in either the Tender Form or the priced Schedule of Quantities or if the prices tendered in the Schedule are distorted in the opinion of the said Engineer. Unless otherwise stipulated in a letter accompanying the tender, the tenderer shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used for the purpose of or in connection with the submission of the tender, which are in conflict with the Council's conditions of tender and the Conditions of Contract. The tenderer is warned that any material divergence from the official conditions or specifications may render the tender liable to disqualification.
6	In the case of a tenderer withdrawing the tender before expiry of the aforesaid period of three calendar months, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that tenderer.
7	The Council does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or any part of a tender.
8	If the tenderer, when notified of the provisional acceptance of the tender, fails to comply with the requirements of such provisional acceptance within the period specified in terms of the Conditions of Contract, or any variation thereto, and the Council elects not to confirm the provisional acceptance of the tender on that ground, the Council may refuse to receive or consider for such period as it may think fit, any further tenders from that tenderer.
9	The drawings attached to / issued with this tender document are preliminary and are to be used for tendering purposes only.
10	For the purpose of the service of all documents and the giving of notice as may be required in terms of this contract or as a result of any action arising in conjunction with it, The NALA LOCAL MUNICIPALITY, chooses the Municipal Head Office, 8 Preller Street, Bothaville, 9660. Either party may at any time give one month's notice in writing of a change of its domicilium citandi et executandi provided such address shall be within the Republic of South Africa.
11	The following procedure applies to Acceptance of Tender offers:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	A provisional letter of notification will be sent to the successful tenderer, requesting compliance with specific post tender legal requirements and any other matters as may.
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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause number	Data
	be outstanding, within fourteen days; if the successful tenderer's responses to that letter are entirely to the satisfaction and approval of the Engineer, within that prescribed period, then the Form of Acceptance will be completed in accordance with the Conditions of Tender and Conditions of Contract
12	Prohibition on Awards to Persons in the Service of the State The Supply Chain Management Regulations states that the Council may not make any award to a person :- (a) who is in the service of the state; (b) if the person is not a natural person, of which and director, manager, principal shareholder or stakeholder is a person in the service of the state; or (c) Who is advisor or consultant contracted with the municipality or municipal entity.
13	Municipal Fees All Tenderers are to sign the Declaration herein where they declare that their municipal Fees are in order, or proper arrangements have been made with the Council, and include the relevant account numbers in the declaration.
14	Appeals and/or Objections Any Service Provider aggrieved by decisions or actions taken by the Municipality may lodge within fourteen (14) calendar days of the date of the decision or action, a written objection or complaint to the Municipal Manager. In the event of the above case, the following procedure shall apply:- The Service Provider shall be required to pay an appeal/objection fee in the amount of half percent (0.5%) of the total contract sum including VAT or R 2 000.00, whichever is the greater. The fee is to be paid in cash or by bank guarantee cheque on or before the expiration of the above period and proof of such payment is to be submitted together with the letter of appeal/objection to the Municipal Manager. No appeal/objection will be addressed should the afore-mentioned condition not be adhered to and the Municipality shall not be held liable for any loss or damage sustained by the Service Provider due to the Service Provider's failure to adhere to the above condition.
15	Value Added Tax and Tax Clearance Certificate All prices and rates shall be quoted net in South African currency and <u>shall be exclusive of Value Added Tax</u> Tenderers shall be required to submit together with the tender document a valid original Tax Clearance Certificate. In terms of Regulation 16 of the Preferential Procurement Regulations, 2001, no contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate issued by the South African Revenue Services (SARS). Tenderers who do not possess the above Certificate at the time of tender may submit a written motivation obtainable from SARS in support of their tender for adjudication purposes. Failure to comply with this condition shall prejudice the tender.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	Further to the above, Tenderers are to note that the Tax Clearance Certificate must be valid for the full duration of the tender validity period i.e. three (3) months commencing from the closing date of tender. Should the validity of the Tax Clearance Certificate expire prior to the final award of the contract being made, the Council reserves the right to request the Tenderer to submit a further valid Tax Clearance Certificate. In this instance, the Tenderer shall be given seven (7) days written notice in which to comply. Should the Tenderer fail to comply with the above request, the Council further reserves the right to make no award to the Tenderer and the Council shall not be held liable for any loss or damages sustained by the Tenderer.
	Compliance with Occupational Health and Safety Act, 85 of 1993 Tenderers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014 issued in terms of Section 43 of the Act. The Tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the Tenderer shall submit with his tender, appended to Schedule: Health and Safety Plan in Returnable Schedules, a Health and Safety Plan in respect of the Works in sufficient detail to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act, Regulations and Health and Safety Specification in Part C3.5 Management in the Scope of Work. Such Health and Safety Plan shall cover, inter alia, the following details: a) Management Structure, Site Supervision and Responsible Persons including a succession plan. b) Contractor's induction training programme for employees, sub-contractors and visitors to the Site. c) Health and safety method statements and procedures (inclusive of PPE requirements) to be adhered to in order to ensure compliance with the Act, Regulations and the project specific Health and Safety Specification. d) Regular monitoring procedures to be performed. e) Regular liaison, consultation and review meetings with all parties. f) Site security, welfare facilities and first aid. g) Site rules and fire and emergency procedures.
	Claims arising after submission of tender No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have: a) Inspected the Contract Drawings and read and fully understood the Conditions of Contract. b) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract. c) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby. d) Requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	e) Received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's agent at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.
	Imbalance in tendered rates In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are not priced, either excessively low or high, or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it. The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3. Should the Tenderer fail to amend his tender in a manner acceptable to and within the time stated by the Employer, the Employer may reject the tender.
	Targeted labour It is a requirement of the Contract that the work be executed in such a manner as to maximize the use of labour intensive construction methods in order to provide low and semi-skilled and unskilled employment opportunities.
	Community liaison officer It is a requirement of the Contract that a Community Liaison Officer (CLO) shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the contractor with the selection and recruitment of targeted local labour, to represent the local community in matters concerning the use of targeted local labour (and/or enterprises) on the works, and to assist with and facilitate communication between the Contractor, the Employers Agent and the local communities. The Community Liaison Officer (CLO) will be selected by the Council. An amount of R 7500.00 per month is provisionally allowed for the Community Liaison Officer (CLO) in the schedule of quantities together with an extra-over item for the Contractor's cost, profit, etc. The Contractor must pay the Community Liaison Officer (CLO) at the end of each month and include the amount in his progress claim for payment.
	Invalid tenders Tenders shall be considered invalid by the Bid Evaluation Committee if: a) the tender offer (including the tender price/amount) is not submitted on the Form of Offer and Acceptance b) the returnable document is not completed in non-erasable handwritten, or printed, ink or toner; c) the Form of Offer and Acceptance has not been signed with an original signature; d) the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable. e) In a two-envelope system, the tenderer fails to submit a separately sealed financial offer.
	Negotiations with preferred tenderers The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderer provided that such negotiation: a) does not allow any preferred tenderer a second or unfair opportunity; b) is not to the detriment of any other tenderer; and c) does not lead to a higher price than the tender as submitted. If negotiations fail to result in acceptable contract terms, the Employer may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer will be informed of the reasons for

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, the Employer will not re-open earlier negotiations. Minutes of any such negotiations shall be kept for record purposes.
	General supply chain management conditions applicable to tenders In terms of its Supply Chain Management Policy, the Employer may not consider a tender unless the provider who submitted the tender: a) has furnished the Employer with that provider's: i) full name; ii) identification number or company or other registration number; and iii) tax reference number and VAT registration number, if any. b) has indicated whether: i) the provider is in the service of the state, or has been in the service of the state in the previous twelve months; ii) if the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months; or iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state or has been in the service of the state in the previous twelve months. c) has attended a compulsory site inspection, where applicable. Irrespective of the procurement process followed, the Employer is prohibited from making an award to: a) a person who is in the service of the state; b) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; c) an advisor or consultant contracted with the Employer; or d) a person, advisor or corporate entity involved with the bid specification committee, or a director of such corporate entity. "Involved with the bid specification committee" includes where a person, advisor or corporate entity (or its director) was involved in the initial stages of the project which resulted in the specification; and they are therefore prohibited from tendering for resulting contracts. In this regard, tenderers shall complete Returnable Schedules: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the tender not being considered.
	Combating abuse of the Supply Chain Management Policy In terms of its Supply Chain Management Policy, the Employer may reject the tender of any tenderer if that tenderer or any of its directors has: a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months; b) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that tenderer that performance was unsatisfactory; c) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system; d) been convicted of fraud or corruption during the past five years; e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or f) been listed with the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act, 12 of 2004 or has been listed on National Treasury's Database of Restricted Suppliers as a person or juristic entity prohibited from doing business with the public sector. In this regard, tenderers shall complete Returnable Schedules: Certificate of Independent Tender Determination and Declaration of Tenderer's past Supply Chain Management Practices, respectively. Failure to complete these schedules may result in the tender not being considered.
	UIF payments

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	The Tenderer shall submit to the Employer a letter from the Industrial Council indicating his or her good standing with regard to UIF payments upon being requested to do so.
	Requests for contract documents, or parts thereof, in electronic format The Employer shall formally issue tender documents in electronic format if they wish to do so. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following: a) Electronic copies of the issued tender documents, or parts thereof, will only be provided to tenderers who have signed the attendance register. b) Bidders are to submit a hardcopy to the Municipality. c) The Employer shall not accept tenders submitted in electronic format. The tender shall be filled with black ink only along with the rates in the bill of quantity. The pages of the issued Bills of Quantities should not be removed from the tender document. d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document. e) In requesting the electronic version of the tender documents or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PART T2 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents.

- T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER
EVALUATION PURPOSES T2.2 – T2.13
- T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER
EVALUATION PURPOSES T2.14 – T2.17
- T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED
IN THE CONTRACT T2.18 – T2.40

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**T2.1 Returnable schedule for tender evaluation**

The following documents are to be completed and returned, as they constitute the Tender. Whilst many of the returnable documents are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender Offer. For this reason, it is very important that Tenderers return all information requested.

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.1 : 1	Letter of Good Standing	Please tick if submitted
T2.1 : 2	Authority of Signatory	Please tick if submitted
T2.1 : 3	Valid Tax Clearance Certificate	Please tick if submitted
T2.1 : 4	Proof of Registration with Central Supplier Database CSD (CSD Registration Summary Report)	Please tick if submitted
T2.1 : 5	Certified copy of Certificate of Incorporation (if tenderer is a Company)	Please tick if submitted
T2.1 : 6	Certified copy of Founding Statement (if tenderer is a Closed Corporation)	Please tick if submitted
T2.1 : 7	Certified copy of Partnership Agreement (if tenderer is a Partnership)	Please tick if submitted
T2.1 : 8	Certified copy of Identity Document (if tenderer is a One-man concern)	Please tick if submitted
T2.1 : 9	Joint venture agreement (if the tenderer is a joint venture)	Please tick if submitted
T2.1 : 10	Contractor Registration Certificate issued by the CIDB	Please tick if submitted
T2.1 : 11	Copy of recent municipal rates and taxes accounts for both director(s) and company or lease agreement in case of rentals.	Please tick if submitted
T2.1 : 12	Copy of Company Profile & Proposal (Approach Paper)	Please tick if submitted
T2.1 : 13	Certified ID Copies of all Directors	Please tick if submitted
T2.1 : 14	Company Profile – CV's, References	Please tick if submitted
T2.1 : 15	Company experience- Appointment letter and Completion certificates (of similar project to the tender)	Please tick if submitted
T2.1 : 16	Construction Schedule (Preliminary Programme)	Please tick if submitted

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**T2.1 RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

FORM 2.1.1:	AUTHORITY FOR SIGNATORY	T2.3
FORM 2.1.2:	SCHEDULE OF WORK CARRIED OUT BY TENDERER	T2.4
FORM 2.1.3:	PROPOSED KEY PERSONNEL	T2.5
FORM 2.1.4:	LABOUR SCHEDULE	T2.6
FORM 2.1.5:	SCHEDULE OF CONSTRUCTIONAL PLANT	T2.7
FORM 2.1.6:	SCHEDULE OF PROPOSED SUBCONTRACTORS	T2.9
FORM 2.1.7:	ESTIMATED MONTHLY EXPENDITURE	T2.10
FORM 2.1.8:	DETAILS OF ALTERNATIVE TENDERS SUBMITTED	T2.11
FORM 2.1.9:	AMENDMENTS AND QUALIFICATIONS BY TENDERER.....	T2.12
FORM 2.1.10:	METHOD STATEMENT PROVIDED BY THE TENDERER.....	T2.13
FORM 2.1.11:	SCHEDULE OF THE TENDERER'S RECENTLY COMPLETED AND CURRENT PROJECTS	T2.14
FORM 2.1.12:	RECORD OF ADDENDA TO TENDER DOCUMENTS	T2.15
FORM 2.1.13:	CONFIRMATION OF CSD DATABASE REGISTRATION	T2.16
FORM 2.1.14:	OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE.....	T2.17

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.1 AUTHORITY FOR SIGNATORY

Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

"By resolution of the board of directors passed on *(date)*

Mr

has been duly authorised to sign all documents in connection with the Tender for Contract No and any Contract which may arise therefrom on behalf of

(BLOCK CAPITALS)

.....

.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS CAPACITY AS :

DATE :

FULL NAMES OF SIGNATORY :

AS WITNESSES : 1

: 2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.2 SCHEDULE OF WORK CARRIED OUT BY TENDERER

The Tenderer shall list below the last ten civil engineering contracts of a similar nature awarded to him. Please list in full the Employer's name and address, and the name of the professional person responsible for supervising the works.

Alternatively, tenderers without experience may submit statements from a person or persons or organisation as to their abilities and standing in support of their tender, for adjudication purposes.

This information is material to the award of the Contract.

EMPLOYER (Name, tel no and fax no)	CONSULTING ENGINEER (Name, tel no and fax no)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

*Please attach a copy of appointment letter and completion certificate as proof for only up to three similar projects completed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.3 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the contract should his tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME AND NATIONALITY OF: (i) NOMINEE (ii) ALTERNATE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
<u>HEADQUARTERS</u> Partner/director Project manager Site Agent Foreman Other key staff (give designation)		

Please attach the CV Qualification where Applicable of the above key personnel.

***Note that; this will be used on the evaluation process.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.4 LABOUR SCHEDULE

The tenderer shall indicate in this schedule the number of site personnel to be employed on this project.

DESCRIPTION	NON LOCAL LABOUR	LOCAL LABOUR		
		MEN	WOMEN	YOUTH
Contracts Manager :				
Name:				
Qualifications:				
Site Agent :				
Name:				
Qualifications:				
Foreman				
Technical Personnel				
Administrative Personnel				
Artisans				
Skilled Labour				
Unskilled Labour				
TOTAL NUMBER OF PERSONNEL				

TENDERER :

DATE :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
FORM 2.1.5 SCHEDULE OF CONSTRUCTIONAL PLANT

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract. Distinguish between plant immediately available for the works, plant to be hired for use on the works and plant to be acquired if the tender is successful.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

DESCRIPTION, SIZE, CAPACITY	NUMBER

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
FORM 2.1.6 SCHEDULE OF PROPOSED SUBCONTRACTORS

The Tenderer shall, in accordance with the provisions of condition of tender, list below the subcontractors he proposes to employ for part(s) of the work.

The naming of any proposed subcontractor hereunder shall not be deemed to constitute a qualification of the Tender, and acceptance of a Tender shall not be construed as approval of any or all of the listed subcontractors, neither shall it in any way limit or detract from the powers of the Engineer and the obligations of the Contractor pertaining to subcontracting as stated in the Contract, nor shall it prevent the Tenderer from deviating in any way during the Contract from the list of proposed subcontractors hereunder if the Tender is accepted.

If any or all of the subcontractors listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the tendered unit rates for the respective items of work shall remain final and binding even if a subcontractor not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUBCONTRACTOR	WORK RECENTLY EXECUTED BY SUBCONTRACTOR

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
FORM 2.1.7 ESTIMATED MONTHLY EXPENDITURE

The Tenderer shall state below the estimated value of work to be completed every month, based on his preliminary programme and his tendered unit rates.

The amount for contingencies must not be included.

MONTH	VALUE (VAT Inclusive)
1	R
2	R
3	R
4	R
5	R
6	R
	COMPLETION OF CONTRACT
	R

Please attach your estimated project program with a starting date two weeks from the end of the tender validity period. ***Note that; this will be used on evaluation process.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
FORM 2.1.8 DETAILS OF ALTERNATIVE TENDERS SUBMITTED

See conditions of tender.

DESCRIPTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
FORM 2.1.9 AMENDMENTS AND QUALIFICATIONS BY TENDERER

See conditions of tender

PAGE	DESCRIPTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.10 METHOD STATEMENT PROVIDED BY TENDERER

State briefly how do you understand this project and provide the method statement to be used to undertake the work. **Maximum word should be not more than 100.**

DESCRIPTION
.....
...
.....
...
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...
.....
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.....
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.....
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.....
...
.....
...

***Note that; this will be used on the evaluation process.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**FORM 2.1.11 SCHEDULE OF THE TENDERER'S RECENTLY COMPLETED PROJECTS**

The following is a statement of similar work successfully executed by myself/ourselves in the last five years:

Employer, contact person and telephone number	Consulting Employers Agent: contact person & tel.	Description of project	Value of Work Inclusive of VAT	Contract period (R million)	Date completed/ (months)

Attach additional pages if more space is required

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.12: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.13 CONFIRMATION OF CSD DATABASE REGISTRATION

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT		
COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE
and Joint Venture Partner 2 (if applicable)		

Tenderers who are not registered on the CSD Database are not precluded from submitting tenders, but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive (the evaluation of tenders takes place when the Employer's Bid Evaluation Committee meets to make a final recommendation to the Bid Adjudication committee).

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.1.14 OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE

1.	Does your company have an updated copy of the Occupational Health and Safety Act and the relevant Regulations, (Act 85, of 1993) readily available?	YES/NO
2.	Have you and your supervisors received any training on the requirements of the Act and the relevant regulations? If YES, please provide proof.	YES/NO Attach Proof
3.	Are you, your supervisors and permanent employees aware, informed, instructed or trained in your respective legal liabilities with regard to Occupational Health and Safety Legal Liabilities? If YES, please provide explanatory proof.	YES/NO Attach information
4.	How do you ensure that the requirements of the Occupational Health and Safety Act are complied with by yourself and every person in your employment? Provide an overview	 Attach information
5.	Have you identified as far as reasonably practical all Health and Safety hazards and assessed all associated risks related to your activities and work environment? If YES, please provide evidence.	YES/NO Attach information
6.	If YES, how and what reasonably practical steps do you take to eliminate or mitigate the hazards and associated risks identified? How do you provide and maintain Health and Safety in your work environment for your employees and persons other than those in your employment that may be directly affected by your activities?	 Attach information
7.	Do you provide for and maintain systems of work, plant and machinery that, as far as is reasonable practical, are safe and without risk to health? If so, what are they? Please provide evidence	YES/NO Attach information
8.	Do you have a clearly defined scope of authority for your organization, including all supervisors and employees? If YES, please provide a copy of the latest valid organogram and scope of authority (Submit proof).	YES/NO Attach information
9.	Do you have a first aid and emergency procedure or standard and trained first aid employees? If YES, please provide evidence	YES/NO Attach information
10.	Do you provide your employees with personal protective equipment and facilities? If yes, please attach a list of PPE per occupation	YES/NO Attach information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

11.	Do you assess the OH&S Performance of any potential sub-contractor? If YES provide a copy of a sub-contractor assessment.	YES/NO Attach information
12.	Who is responsible and accountable for the Occupational Health and Safety of your employees and those persons other than your employees that may be affected by your activities?	Attach information
13.	Please list three (3) recent similar projects and references with regard to your company's safety performance?	Attach information
14.	Please advise us of the following with regard to your company's current Workers Compensation Policy: -Name of insurer: -Policy Number: -Insurance premium as a percentage of payroll: -Attach a letter of good standing from your insurer.	Attach information
15.	Are records of your Workers Compensation premiums over the last year available to us upon request?	YES/NO Attach information
16.	Does your company have a Safety, Health & Environmental (SHE) policy? If YES, please provide an overview.	YES/NO Attach information
17.	Does your company have a recognized/auditable Health and Safety management system? If YES, please provide an overview.	YES/NO Attach information
18.	Do you have active Health and Safety Representatives & Committees in place for each project? If YES, please provide copies of the latest minutes.	YES/NO Attach information
19.	Does your company conduct: a) Annual medical examinations? b) Entry and exit medical examinations?	YES/NO YES/NO Attach information
20.	Does your company keep records for the measurement of Health and Safety performance? * If YES, what indicators are used for this performance measurement? * Please provide copies of the Health and Safety incident register (synopsis) for the past 12-month period. (Refer Annexure A). * Provide the number of employees per month as well as the number of man-hours worked per month for the last 12 months. (Refer Annexure B).	YES/NO Attach information Attach information Attach information
21.	Does your company set Health and Safety targets and objectives? If so, what are they for the current year and indicate how they compare with the previous year	YES/NO Attach information

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

22.	Has your Health and Safety system been assessed/ audited by an independent party? If YES, please provide a copy of the latest valid assessment/audit for a construction site. (Submit proof).	YES/NO
23.	Does your company employ permanent Health and Safety Officers and or a health and Safety Manager/Coordinator?	YES/NO
24.	Does your company carry out training for personnel in Health and Safety related issues pertaining to your area of capability? If YES, please attach the Health and Safety training requirements for all job categories.	YES/NO Attach information
25.	Does executive management attend health and Safety meetings and carry out executive management safety audits?	YES/NO
26.	Was a health risk assessment done to identify and evaluate health risks due to the potential exposure in conducting their work?	YES/NO

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act,
- 4) Regulations and Safety Specifications.
- 5) Regular monitoring procedures to be performed.
- 6) Regular liaison, consultation and review meetings with all parties.
- 7) Site security, welfare facilities and first aid.
- 8) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**Agreement:**

I declare that all information provided in the health and safety selection criteria questionnaire and safety plan, are accurate and true. I do realize that the information given by me will be verified and false information will lead to automatic disqualification.

Signed..... Date

Name..... Position.....

Tenderer.....

FORM 2.1.15 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships:

Name*	Identity no.*	Personal income tax no.*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		

Section 5: Particulars of companies and close corporations:

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record of service of the State:

Indicate by marking with a cross, if any sole proprietor, partner in a partnership or director, manager,

☐

Contractor

☐

Witness 1

☐

Witness 2

☐

Employer

☐

Witness 1

☐

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of NALA Local Municipality, national or provincial public entity or
- institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature.

If any of the above are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

* Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the State

Indicate by marking with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Provinces
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial NALA Local Municipality, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above are marked, disclose the following:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

1. authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Service that my/our tax matters are in order;
2. confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partially exercises, or may exercise, control of the enterprise appears on the Register of Tender Defaulters established in terms of the Preventing and Combating of Corrupt Activities Act of 2004;
3. confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control of the enterprise, has within the last five years been convicted of fraud or corruption;
4. confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
5. confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM 2.2.1:	CERTIFICATE OF TENDERER'S ATTENDANCE AT THE SITE/ CLARIFICATION MEETING	T2.15
FORM 2.2.2:	PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD	T2.16
FORM 2.2.3:	DECLARATION OF MUNICIPAL FEES	T2.17
FORM 2.2.4:	DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)	T2.18
FORM 2.2.5:	DECLARATION OF INTEREST (MBD 4)	T2.19
FORM 2.2.6:	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION OF 2022 MBD 6.1	T2.20
FORM 2.2.7:	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	T2.21
FORM 2.2.8:	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)	T2.22
FORM 2.2.9:	FORM OF INTENT TO PROVIDE GUARANTEE	T2.23
FORM 2.2.10:	LETTER OF INTENT TO PROVIDE INSURANCE	T2.24
FORM 2.2.11:	COMMISSIONER OF OATH CERTIFICATION	T2.25

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE SITE/CLARIFICATION MEETING

This is to certify that I,,
representative of (Tenderer)

.....
of (address)
.....
.....

Telephone number

Fax number

visited and examined the Site on (date)

in the company of (Engineer/Engineer's Representative)

TENDERER'S REPRESENTATIVE:

ENGINEER'S REPRESENTATIVE:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.3 PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The tenderer is to affix to this page:

- Written proof of his registration with the CIDB as a Category Grade 5 CE or Higher.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. The Tenderer must be registered in the category listed above by the time of tender closing.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.3 DECLARATION OF MUNICIPAL FEES

I/We do hereby declare that the Municipal Fees of _____
Is/are, as at the date of the tender closing, fully paid up, or arrangements have been concluded with
the Municipality to pay the said Fees:-

Description**Account No.**

Electricity _____

Water _____

Rates _____

I/We acknowledge that should it be found that the Municipal Fees are not up to date, the Council may
take such remedial action as is required, including termination of contract, and any income due to the
Contractor shall be utilised to offset any monies due to the Council.

Full Name of Signatory.....

Capacity of Signatory.....

I.D. Number.....

Duly Authorised to sign on behalf of:-.....

Physical Address.....

.....

SIGNATURE.....

DATE.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.4: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

SOUTH AFRICAN REVENUE SERVICES	Tender No: Closing Date:	
DECLARATION OF GOOD STANDING REGARDING TAX		
PARTICULARS		
1. Name of Taxpayer/Tenderer:		
2. Trade Name:		
3. Identification Number: (If applicable)		
4. Company / Close Corporation registration number:		
5. Income Tax reference number:		
6. VAT registration number: (If applicable)		
7. PAYE Employer's registration number: (If applicable)		
8. Monetary value of tender:		
DECLARATION		
I, the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes: (i) Have been satisfied in terms of the relevant Acts; or (ii) That suitable arrangements have been made with the Receiver of Revenue, to satisfy them.*		
.....		
SIGNATURE	CAPACITY	DATE
PLEASE NOTE:* The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.		

*Failure to complete the above information will result in the disqualification of the tender.

(Tenderer to submit an ORIGINAL, COMPLETED FORM FROM SARS NOT OLDER THAN 4 MONTHS)

Signed..... Date

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.5: DECLARATION OF INTEREST (MBD 4)**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person

connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state

YES/NO

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal

4 DECLARATION

I, THE UNDERSIGNED (NAME)..... CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.6: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL**PROCUREMENT REGULATION OF 2022 MBD 6.1****MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the Municipality**

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals

1.4 **To be completed by the Municipality:**

The maximum points for this tender are allocated as follows:

	MUNICIPALITY'S POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- 1.6 The Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1. POINTS AWARDED FOR PRICE****3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**3.2.1. POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 and table 2 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1

10 points of Specific goals will be allocated based on a geographical area of a bidder as follows,

GEOGRAPHICAL AREA OF A BIDDER	NUMBER OF POINTS FOR PREFERENCE	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
Within the boundaries of the Nala Municipality	10	- Company's official Municipal Rates Statement - Company's valid Lease Agreement
Within the boundaries of Lejweleputswa District	6	
Within the boundaries of the Free State	4	
Outside of the boundaries of the Free State	2	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
Table 2

4 points of Specific goals will be allocated based on race of a bidder as follows,

Black-Owned Enterprise

Black-Owned Enterprise		
	80/20 Preference Points	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
51-100% Black-owned enterprise	4	CSD, Sanas Accredited BBBEE certificate or sworn affidavit, CIPC and ID Copy
31-50% Black-owned enterprise	2	
11-29% Black-owned enterprise	0	
1-10% Black-owned enterprise	0	

Table 3

2 points of Specific goals will be allocated based on age of a bidder as follows,

Youth-Owned Enterprise

Youth-Owned Enterprise		
	80/20 Preference Points	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
51-100% Youth-owned enterprise	2	CSD, Sanas Accredited BBBEE certificate or sworn affidavit, CIPC and ID Copy
31-50% Youth-owned enterprise	1	
11-29% Youth-owned enterprise	0	
1-10% Youth-owned enterprise	0	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
Table 4

2 points of Specific goals will be allocated based on gender of a bidder as follows,

Women-Owned Enterprise

Women-Owned Enterprise		
	80/20 Preference Points	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
51-100% Women-owned enterprise	2	CSD, Sanas Accredited BBBEE certificate or sworn affidavit, CIPC and ID Copy
31-50% Women-owned enterprise	1	
11-29% Women-owned enterprise	0	
1-10% Women-owned enterprise	0	

Table 5

2 points of Specific goals will be allocated based on disability of a bidder as follows,

Disability-Owned Enterprise

Disability-Owned Enterprise		
	80/20 Preference Points	DOCUMENTATION REQUIRED FROM THE BIDDER TO VALIDATE THEIR CLAIM FOR POINTS
51-100% Disability-owned enterprise	2	CSD, Sanas Accredited BBBEE certificate or sworn affidavit, CIPC, ID Copy and medical certificate
31-50% Disability-owned enterprise	1	
11-29% Disability-owned enterprise	0	
1-10% Disability-owned enterprise	0	

Specific goals for the tender and points claimed are indicated in the table below.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Note to tenderers: The tenderer must indicate how they claim points for preference point system by referring to tables 1 to 5 above.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality	10	
Black-Ownership	4	
Youth-Ownership	2	
Women-Ownership	2	
Disability-Ownership	2	
Total	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.7: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT**PRACTICES (MBD 8)**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.8: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Standard Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging)² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Signed..... Date

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:
I certify, on behalf of: that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
 - i. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

8. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

9. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**FORM 2.2.9: FORM OF INTENT TO PROVIDE GUARANTEE**

With reference to Clause C3.3 of the contract, The Tenderer must attach hereto a letter from the bank Or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide a completed guarantee in the format below, without any amendments when asked to do so. The Pro-forma below is for the tenderers use.

PRO-FORMA OF A FORM OF GUARANTEE

Employer' name and address:

NALA LOCAL MUNICIPALITY
08 PRELLER STREET, BOTHAVILLE, 9660

Contract No: TENDER No.:

NLM/TS/002/2025-26

At:

BOTHAVILLE

Contract title:

**MONYAKENG (WESSELSBRON): FENCING OF
SPORTS FACILITY****PERFORMANCE GUARANTEE**

WHEREAS _____

(hereinafter referred to as "the Employer") entered into, a contract with _____

(hereinafter called the "the Contractor") on the _____ day of _____ 2025
for the **MONYAKENG (WESSELSBRON): FENCING SPORTS FACILITY**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with Security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;
AND

WHEREAS _____ (hereinafter referred to as "the Guarantor"). Has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE _____ Do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and exclusion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

2. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions of extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

3. This guarantee shall be limited to the payment of a sum of money

4. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor. However, upon receipt by us of an authenticated copy of the Certificate of Completion in terms of the Contract, the amount of liability shall be reduced by 50%, which shall be in force until the issue of the Final Approval Certificate at expiry of the Defects Liability Period.

5. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

6. Our total liability hereunder shall not exceed the sum of

_____ (in words)

R _____ (in figures)

(10% of the tender sum) that amount I/we agree to hold at your disposal.

7. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

I/We declare that I/we, on behalf of the Guarantor, waive the legal exceptions available to a guarantor and undertake to pay the said amount or such portion thereof as may be demanded, immediately on receipt of a written demand from you.

A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

This guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to the Employer

8. I/We hereby choose our address for the serving of all notices for all purposes arising here from as

IN WITNESS WHEREOF this guarantee has been executed by us at _____

on this _____ day of _____ 2025

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Duly authorized to sign on behalf of (Guarantor) _____

Address: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**FORM 2.2.10: LETTER OF INTENT TO PROVIDE INSURANCE**

The Contractor hereby agrees to indemnify, hold harmless and defend NALA Local Municipality and their officers, employees, agents and representatives, from and against the following liabilities arising as a result of the execution of the work:

1.1 Any liability with regard to claims by governmental authority's or others for non-compliance by Contractor of any Act of Parliament law, ordinance, regulation or by-law made by a lawful authority provided that such compliance therewith was required for the execution of the Contract or at Law.

1.2 Any liability arising from actual or alleged public or private nuisance arising out of negligent acts or omissions to act of Contractor or its Subcontractors, or of their employees.

1.3 Any liability arising from loss or damage to Contractor and/or Subcontractor's equipment and their other property on site.

1.4 Any liability arising from claims with regard to the death of/or injury or sickness or disease to Contractor' employees or the death of/or injury or sickness or disease to third parties.

1.5 Any liability arising from any loss of/or damage to property belonging to a third party.

1.6 Any liability arising from actual or asserted infringement or improper appropriation or use of patents, copyrights, proprietary information or know- how in respect of the work designed by/or under the responsibility of the Contractor.

1.7 Any liability arising from the death or injury or loss or damage to property of third parties or NALA Municipality's property as a result of the negligent acts or omissions of contractors or its subcontractor's employees.

1.8 Contractor shall indemnify NALA Local Municipality against all claims, proceedings, damages and costs of whatsoever nature arising out of contravention of environmental legislation.

I, _____ the undersigned (duly authorized to sign) hereby

Declare that I have read and understood the above mentioned and agree to all the above.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

COMPANY:	
ADDRESS:	
TEL:	
CELL:	

Signed..... Date

Name..... Position.....

Tenderer.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.2.11: COMMISSIONER OF OATH CERTIFICATION

SIGNATURE

DULY AUTHORISED TO SIGN
ON BEHALF OF

ADDRESS

.....

.....

.....

TELEPHONE No.

CELLPHONE No.

DATE

COMMISSIONER OF OATHS:

SIGNATURE:

DATE:

STAMP:

MUST BE DATE STAMPED AND SIGNED BY A COMMISSIONER OF OATHS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED IN THE CONTRACT

FORM 2.3.1:	FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003.....	T2.19
FORM 2.3.2:	RECORD OF ADDENDA TO TENDER DOCUMENTS	T2.21
FORM 2.3.3	COMPULSORY ENTERPRISE QUESTIONNAIRE	T2.22
FORM 2.3.4	PREFERENCE SCHEDULES	T2.25
ANNEXURE "H1"	ABE/PRINCIPAL/WOMEN CONTRACTO DECLARATION AFFIDAVIT..	T2.26
ANNEXURE "H2"	AFFIDAVIT.....	T2.30
ANNEXURE "H3"	SUB-CONTRACTOR DECLARATION AFFIDAVIT.....	T2.34

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.3.1 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- 1 I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

YES	
NO	

- 2 Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - specify:	

- 3 Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

4 Provide details of proposed training (if any) that will be undergone:

.....

.....

.....

.....

.....

.....

.....

5 Potential key risks identified and measures for addressing risks:

.....

.....

.....

.....

.....

.....

.....

6 I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

1 ID NO:

2 ID NO:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.3.2 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications issued by the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or details
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: Date:

Name: Position:

SIGNED ON BEHALF OF TENDERER:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.3.3 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

*Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 5: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

If any of the above boxes are marked, disclose the following:

*

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent or a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently, or has been within the last 12 months, in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

*

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary.

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- (i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;
- (ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- (iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- (iv) confirms that I/we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- (v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed Date

Name Position

Enterprise name:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

FORM 2.3.4 PREFERENCE SCHEDULES

Preferential Points will be awarded as set out in Preferential Procurement Policy Framework Act, 05 of 2000 and Regulations of 2022.

The preferential points must be awarded to bidder for attaining the Locality,race,gender and disability in accordance with **the tables listed on MBD6.1**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

ANNEXURE "H1"

ABE/PRINCIPAL/WOMEN CONTRACTOR **DECLARATION AFFIDAVIT**

1.0 BUSINESS PARTICULARS

- 1.1 Name of Business as registered with the Registrar of Companies/Close Corporations
- 1.2 Name of Business used for TRADING purposes. If different from 1.1 or name of Business if Business is not registered with the Registrar
- 1.3 Registration No. as registered with the Registrar of Companies/Close Corporations (if applicable)
- 1.4 Physical address
_____ Code _____
- 1.5 Postal address
_____ Code _____
- 1.6 Telephone No. (_____) Fax No. (_____)
- 1.7 Person/s Nominated for Handling the Affairs of the Business

- 1.8 VAT Registration No. [if applicable]:
- 1.9 Unemployment Insurance Fund No. [if applicable]
- 1.10 Compensation Commissioner Registration No. [if applicable]
- 1.11 Income Tax Reference No.
- NB.: Insert personal income tax number if a one person business [sole trader] and personal income tax numbers of all partners in a partnership***
- 1.12 P.A.Y.E. [if applicable]

NB.: An Original Tax Clearance Certificate as required in terms of the Preferential Procurement Regulations, 2001, and issued by the South Africa Revenue Services (SARS) must be submitted together with this document for registration purposes

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**2.0 TYPE OF BUSINESS**

2.1 Tick Whichever Block is Applicable to Your Business and **ATTACH THE RELEVANT CERTIFIED COPY.**

Type of Business	Tick	Information Required
Public Company Ltd		Certified copy of Certificate of Incorporation [CM3]
Private Company [Pty] Ltd		Certified copy of Certificate of Incorporation [CM3]
Close Corporation cc		Certified copy of CK1 Document and CK2 [if applicable]
Sole Proprietor		Certified copy of I.D. Document
Partnership		Certified copy of Partnership Agreement
Trust		Certified copy of Trust Document

3.0 COMPANY CLASSIFICATION (Tick one box)

- ☐ Contractor who generates more than 75% of turnover as a Prime Contractor
☐ Contractor who generates less than 25% of turnover as a Prime Contractor
☐ Labour-only sub-contractors
☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers e.g. transporter

4.0 PREVIOUS BUSINESS INFORMATION

4.1 Did Your Business Exist Under a Previous Name? (Please Tick) Yes ☐ No ☐

4.2 If "Yes" What Was The Previous Business Name?

4.3 Why Was It Changed?

4.4 Who were the previous Owners, Partners, Members or Shareholders?

Name	Capacity	HDI <u>Yes/No</u>	Woman <u>Yes/No</u>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**5.0 PRINCIPAL BUSINESS ACTIVITIES** (Please Specify Hereunder)

- 5.1 Detail hereunder all trade Associations/Professional Bodies/Business Associations in which you have Membership.
- 5.2 What is the Enterprise/s annual average turnover (excl vat) during the lesser of the period for which the business has been operating or the previous three financial years

Rand Value of Average Annual Turnover			
Financial Ranges	2022	2023	2024
R0 to R30 000	R	R	R
R30 000 to R100 000	R	R	R
R100 000 to R150 000	R	R	R
R150 000 to R200 000	R	R	R
Over R200 000	R	R	R

- 5.3 If the Business is established during the present year, please indicate hereunder the date the Business was established and registered with the South African Revenue Services.

6.0 PREVIOUS EXPERIENCE

List the last four (4) contracts successfully completed by your Business. (Attach a separate sheet if necessary)

Employer	Contact Person	Contact No.	Value of Work	Year	Nature of Works Undertaken
			R		
			R		
			R		
			R		

7.0 SERVICE PROVIDER'S AUDITORS DETAILS

Service	Name of Company	Telephone No.
Auditing		
Accounting		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

8.0 **VERIFICATION OF INFORMATION SUPPLIED**

I/we the undersigned, warrants that I am/ we are duly authorised to do so on behalf of the Principal Contractor, certifies that the Business complies with all statutory and Municipal requirements and that the information supplied in terms of this document with additional information is correct and accurate and acknowledges that if the information supplied is found to be incorrect then the Council in addition to any remedies it may have, shall,

- i recover from the Business all costs, losses or damages incurred or sustained by the Council as a result of breach of the contract;
- ii cancel the contract and claim any damages which the Council may suffer by having to make less favourable arrangements after such cancellations;
- iii impose the penalties on the Business as provided for herein, and/or
- iv take any other action as may be deemed necessary.

I/we further undertake to submit any other documentary proof to the Council as and when required.

Full Name of

Signatory.....

Capacity of Signatory

I.D. Number

Duly Authorised to sign on behalf of:

Physical

Address.....

.....

Telephone No..... Fax No.

Signature.....

Signed and sworn to before me at

on this the day of20....., by the Deponent, who has acknowledge that she/he knows and understands the contents of this document, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribe oath, and that the prescribed oath shall be binding on his/her conscience.

Full Name

Capacity.....

Commissioner of Oaths.....

.....

NOTE : **All pages of this Affidavit must be initialed by both the Deponent and the Commissioner of Oaths**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

ANNEXURE "H2"

AFFIDAVIT**UNDERTAKING FROM AN ABE TO PERFORM AS A SUB-
CONTRACTOR/SUPPLIER/MANUFACTURER/SERVICE PROVIDER**

Employer:

Contract Description:.....

Contract Number:

1.1 Name of Business as registered with the Registrar of Companies/Close Corporations

1.2 Name of Business used for TRADING purposes. If different from 9.1 or name of Business if Business is not registered with the Registrar

1.3 Registration No. as registered with the Registrar of Companies/Close Corporations (if applicable)

1.4 Physical address of the Business

_____ Code _____

1.5 Postal address of Service Provider's Business

_____ Code _____

1.6 Telephone No. (_____) Fax No. (_____)

1.7 Person/s Nominated for Handling the Affairs of the Business

1.8 VAT Registration No. [if applicable]:

1.9 Unemployment Insurance Fund No. [if applicable]

1.10 Compensation Commissioner Registration No. [if applicable]

1.11 Income Tax Reference No.

1.12 P.A.Y.E. [if applicable]

2. TYPE OF BUSINESS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

2.1 Tick Whichever Block is Applicable to Your Business and **ATTACH THE RELEVANT CERTIFIED COPY** for Registration Purposes.

Type of Business	Tick	Information Required
Public Company Ltd		Certified copy of Certificate of Incorporation [CM3]
Private Company [Pty] Ltd		Certified copy of Certificate of Incorporation [CM3]
Close Corporation cc		Certified copy of CK1 Document and CK2 [if applicable]
Sole Proprietor		Certified copy of I.D. Document
Partnership		Certified copy of Partnership Agreement
Trust		Certified copy of Trust Document

3.0 **COMPANY CLASSIFICATION** (Tick one box)

- ☐ Contractor who generates more than 75% of turnover as a Prime Contractor
☐ Contractor who generates less than 25% of turnover as a Prime Contractor
☐ Labour-only sub-contractors
☐ Manufacturer ☐ Supplier
☐ Professional service provider ☐ Other service providers e.g. transporter

4.0 **PRINCIPAL BUSINESS ACTIVITIES** (Please Specify Hereunder)

4.1 Detail hereunder all trade Associations/Professional Bodies/Business Associations in which you have Membership.

4.2 What is the Enterprise/s annual average turnover (excl vat) during the lesser of the period for which the business has been operating or the previous three financial years

Rand Value of Average Annual Turnover			
Financial Ranges	2022	2023	2024
R0 to R30 000	R	R	R
R30 000 to R100 000	R	R	R
R100 000 to R150 000	R	R	R
R150 000 to R200 000	R	R	R
Over R200 000	R	R	R

4.3 If the Business is established during the present year, please indicate hereunder the date the Business was established and registered with the South African Revenue Services.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

5. **BUSINESS OWNERSHIP**

List all persons who are OWNERS in the Business/Trust, and indicate their involvement in the management/operation of the Business/Trust. In cases of Handicapped Persons, proof of disability by a recognized related Institution must be submitted for registration purposes. If insufficient space, copies of this page may be made and attached to this Form.

Full Name	I D Number	SA Citizen Before 27/4/94 Yes/No	Capacity: Member/Partner/ Proprietor/Share Holder/Trustee/ Beneficiary	% Ownership/ Partnership/ trust/Interest	Male/ Female	Disabled Yes/No	HDI Yes / No	(*) Race W/B/I/ C/Other	% of Time Devoted To The Business

(*) **NB: The request for the Race of a person herein is required for STATISTICAL PURPOSES ONLY and is not intended to prejudice any Business in any manner whatsoever.**

LEGEND

(W) - White

(B)- Black

(I) - Indian

(C)- Coloured

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

6. From :[Name and address of ABE]

To : [Name and address of Prime Contractor/Joint Venture/Sub-Contractor].....

The undersigned undertakes to perform% of the work/provide services/supply goods in connection with the above contract as a close corporation/one person business [sole trader]/partnership/company **[delete whichever is inapplicable]** and is prepared to perform the following work/provide the following services/supply the following goods in connection with the above-named contract should the above-named Prime Contractor/Joint Venture/Sub-Contractor be awarded the Contract (Attach separate sheet if necessary)

for an estimated amount of R.....excluding VAT subject to the terms of any agreement made between the afore-mentioned parties for the purposes of the Contract. **(NB: No preference points will be awarded should the percentage of work to be undertaken not be indicated)**

The status of the undersigned as a ABE is confirmed herein.

Name of Signatory

Signature.....

Designation of Signatory.....Date.....

who duly warrants that he/she is authorised to sign this undertaking.

Signed and sworn to before me at.....

on this theday of..... 20....., by the Deponent, who has acknowledge that she/he knows and understands the contents of this document, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribe oath, and that the prescribed oath shall be binding on his/her conscience.

Full Name

Capacity.....

Commissioner of Oaths.....

NOTE : All pages of this Affidavit must be initiated by both the Deponent and the Commissioner of Oaths

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

ANNEXURE "H3"

SUB-CONTRACTOR DECLARATION AFFIDAVIT

NAME OF FIRM:

a) Postal Address :

b) Physical Address :

c) Telephone No :

d) Fax No :

e) E-Mail Address :

f) Contact Person :

g) Company Registration No: #

h) Company/Enterprise Income
Tax Reference No : *

i) VAT Registration No :

1. TYPE OF FIRM (Tick one box)

- ☐ Partnership ☐ Company
- ☐ One person business/ sole trader ☐ Pty Limited
- ☐ Close Corporation ☐ Other :

2. PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

3. WHAT IS THE ENTERPRISE/S ANNUAL AVERAGE TURNOVER (EXCL VAT) DURING THE LESSER OF THE PERIOD FOR WHICH THE BUSINESS HAS BEEN OPERATING OR THE PREVIOUS THREE FINANCIAL YEARS: R

NOTE: In the case of professional service providers, the turnover is to include any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform.

4. COMPANY CLASSIFICATION (Tick one box)

- ☐ Contractor who generates more than 75% of turnover as a Prime Contractor
- ☐ Contractor who generates less than 25% of turnover as a Prime Contractor
- ☐ Labour-only sub-contractors
- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers e.g. transporter

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

5. DATE ON WHICH THE ENTERPRISE WAS ESTABLISHED:.....

* Insert personal income tax number if a one man business, and personal income tax numbers of all partners if a partnership.

Insert CC number, business licence no, companies act number etc., where available.

6. LIST ALL PARTNERS, PROPRIETORS AND SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, HDI STATUS AND OWNERSHIP, AS RELEVANT.

Name	Identity Number	Citizenship	Women* (Yes/No)	Date of Ownership	% Owned	Voting %

NOTE: Where owners are themselves a company, close corporation, partnership etc. identify the ownership of the holding firm.

7.	STREET ADDRESSES OF ALL FACILITIES USED BY THE FIRM (e.g. Warehouses, Storage Spaces, Offices, etc)		
	<u>Address</u>		<u>Facility</u>
	7.1		
	7.2		
	7.3		

8. DO YOU SHARE ANY FACILITIES ? ☐ Yes ☐ No (Tick one box)

If Yes; which facilities are shared? :

With whom do you share facilities (Name of Firm/Individuals) :

What are the other firms principal business activities? :

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- 9. DESCRIBE ALL PROPERTY AGREEMENTS RELATING TO FACILITIES USED BY THE FIRM AND THE NATURE OF THE AGREEMENTS INDICATING WHETHER FACILITIES ARE OWNED OR LEASED BY THE FIRM:**

Facility	Monthly Rental Amount	Owner	Agreement Type (Verbal / Written)

- 10. IS THE FIRM REGISTERED OR DOES IT HAVE A BUSINESS LICENCE(s)?**

☐ Yes

☐ No.

(Tick one box)

If Yes; and quote relevant reference numbers and dates :

.....

.....

.....

.....

.....

- 11. DETAIL TRADE ASSOCIATIONS/PROFESSIONAL BODIES/BUSINESS ASSOCIATIONS IN WHICH YOU HAVE MEMBERSHIP:**

.....

.....

.....

- 12. DID THE FIRM EXIST UNDER A PREVIOUS NAME?** ☐ Yes ☐ No. (Tick one box)

If Yes: * What was its previous name? :

* Why was it changed? :

List the previous owner/partners/directors :

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

13. COMPLETE THE FOLLOWING INFORMATION FOR EACH PARTNER, PROPRIETOR, SHAREHOLDER, DIRECTOR AND OFFICER OF THE FIRM (viz, Chairman, Secretary, Director, etc)

Title	Name	HDI Status (Yes / No)*	% of Time Devoted to Firm

* State Yes or No

14. IDENTIFY ANY OWNER OR MANAGEMENT OFFICE BEARER WHO HAS AN OWNERSHIP INTEREST IN ANOTHER FIRM

Owner Manager	Name and Address of Other Firm	Title in Other Firm	% of Ownership	Type of Business of Other Firm

NOTE: The sum of the average annual turnovers of all business concerns which engage in the same category of business [i.e. prime contractor, sub-contractor, supplier, manufacturer, etc] and which are under the control of HDI's within the business and Affiliated Entities must not exceed 1,5 times the turnover limits provided for.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

15. IDENTIFY ANY OWNER OR MANAGEMENT OFFICIAL WHO IS AN EMPLOYEE OF OR HAS DUTIES IN ANOTHER BUSINESS ENTERPRISE

Name	Duties as Employee in Other Firm	Name & Address of Other Firm	Type of Business of Other Firm

16. FIRM'S STAFF RECORD**16.1 How many permanent staff members are employed by the firm? :**

Full time:

Part time:

16.2 How many staff members have joined the firm in the last 6 months? :

Full time:

Part time:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

17. LIST THE MAJOR ITEMS OF EQUIPMENT, PLANT AND VEHICLES OWNED BY THE FIRM.

Item	Quantity	Present Financial Liability (Rands)

18. IDENTIFY BY NAME, HDI STATUS AND LENGTH OF SERVICE, THOSE INDIVIDUALS IN THE FIRM (INCLUDING OWNERS AND NON-OWNERS) RESPONSIBLE FOR THE DAY-TO-DAY MANAGEMENT AND BUSINESS DECISIONS.

Service	Name	HDI Status (Yes/No) *	Length of Service (Years)
FINANCING DECISIONS			
CHEQUE SIGNING			
SIGNING & CO-SIGNING FOR LOANS			
ACQUISITION OF LINES OF CREDIT			
SURETIES			
MAJOR PURCHASE OR ACQUISITIONS			
SIGNING CONTRACTS			
MANAGEMENT DECISIONS			
ESTIMATING			
MARKETING & SALES OPERATIONS			
HIRING & FIRING OF MANAGEMENT PERSONNEL			
HIRING & FIRING OF NON-MANAGEMENT PERSONNEL			
SUPERVISION OF OFFICE PERSONNEL			
SUPERVISION OF FIELD/ PRODUCTION ACTIVITIES			

* State Yes or No

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

19. LIST THE FOLLOWING PERSONNEL OR FIRMS WHO PROVIDE THE FOLLOWING SERVICES:

Service	Name	Contact Person	Telephone
ACCOUNTING			
LEGAL			
AUDITING			
BANKING			
INSURANCE			

20. IDENTIFY ANY AMOUNTS OF MONEY LOANED TO YOUR FIRM, INDICATING THE LOAN SOURCE, DATE AND AMOUNT.

Loan Source	Address	Date of Loan	Loan Amount

21. LIST A MAXIMUM OF FIVE CONTRACTS YOUR FIRM IS PRESENTLY ENGAGED IN AND HAVE NOT YET COMPLETED.

Contract Description	Location	Employer	Contract Amount	Expected Completion (Month & Year)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

22. LIST THE FOUR LARGEST CONTRACTS/ASSIGNMENTS COMPLETED BY YOUR FIRM IN THE LAST THREE YEARS.

Work Performed	For Whom	Contact Person & Telephone No's	Contract/Fee Amount

DECLARATION AFFIDAVIT**(To be signed in the presence of a Commissioner of Oaths)**

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, confirms that the contents of this Affidavit are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signature.....

Duly authorised to sign on behalf of

Address.....

.....

.....

Telephone Number

Signed and sworn to before me at on

this the day of 2025....., by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commission of Oaths

NOTE: All pages of this Affidavit must be initialled by both the Deponent and the Commissioner of Oaths

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

THE CONTRACT

PART C1 AGREEMENT AND CONTRACT DATA C1.1 – C1.26

PART C2 PRICING DATA..... C2.1 – C2.20

PART C3 SCOPE OF WORKS C3.1 – C3.22

PART C4 SITE INFORMATIONC4.1

Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PART C1 AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE C1.2

C1.2 CONTRACT DATA..... C1.9

C1.3 PERFORMANCE GUARANTEE (PRO FORMA) C1.17

C1.4 RETENTION MONEY GUARANTEE (PRO FORMA) C1.21

C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT, 1993 (ACT NO 85 OF 1993) C1.23

Contractor	Witness 1	Witness 2		Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C1.1 FORM OF OFFER AND ACCEPTANCE****(Agreement)****OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the contract Data.

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

.....

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the Tenderer:**As witness:**

.....

Signature

.....

Signature

.....

Name

.....

Name

.....

Capacity

.....

Date

.....

Name and address of organization:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- | | |
|--------|---|
| Part 1 | Agreements and Contract Data, (which includes this Agreement) |
| Part 2 | Pricing Data |
| Part 3 | Scope of Work. |
| Part 4 | Site Information |

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedules of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

contents of this Agreement, this Agreement shall constitute a binding contract between the parties,

For the Employer:

As witness:

.....
Signature

.....
Signature

.....
Name

.....
Name

.....
Capacity

.....
Date

.....
Name and address of organization:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**Schedule of Deviations**

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender,
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here,
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract,

1. **Subject**.....

Details

2. **Subject**.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

For the Tenderer:

For the Employer:

..... **Signature**

..... **Name**

..... **Signature**

Name and address of organization:

Name and address of organization:

.....
.....
.....

.....
.....
.....

..... **Witness Signature**

..... **Witness Name**

..... **Date**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the (day)

of (month)

20 (year)

at (place)

For the Contractor:

.....

Signature

.....

Name

.....

Capacity

Signature and name of witness:

.....

Signature

.....

Name

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C1.2 CONTRACT DATA****MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY****PART 1: DATA PROVIDED BY THE EMPLOYER****CONDITIONS OF CONTRACT**

The General Conditions of Contract for Construction of Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause	Data
1.1.1.13	The Defects Liability Period is 12 calendar months.
1.1.1.14	The time for achieving Practical Completion is 4 months.
1.1.1.15	The name of the Employer is NALA LOCAL MUNICIPALITY.
1.1.1.26	The Pricing Strategy is a Re-measurement Contract.
1.2.1.2	The address of the Employer is: The Employer is The NALA LOCAL MUNICIPALITY The Employer's address for receipt of communications is: Physical address: NALA LOCAL MUNICIPALITY 8 Preller street Bothaville, 9660 Telephone: (056) 514-9200
1.1.1.16	The name of the Engineer: N/A
1.2.1.2	The address of the Engineer is: N/A

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
3.2.3	The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract: 1. Any amendment to the scope of works. 2. Certify additional costs / expenditure. 3. Taking over of the works. 4. Determining extension of time for completion.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6) The contractor shall commence executing the Works within 14 days of the Commencement Date or immediately after such time as the Contractor's health and safety plan has been approved and the initial requirements have been complied with.
5.3.2	The time to submit the documentation required before commencement with Works execution is on the instruction of the Employer or immediately after appointment.
5.5.1	The whole of the works shall be completed within 4 months.
5.6.1	The Works programme is to be delivered along with the returnable documents.
5.8.1	The non-working days are Sundays. The special non-working days are: (1) Public holidays.
5.13.1	The penalty for failing to complete the Works is R 1000 per day. The Employer reserves the right without prejudice to exercise discretion in the matter of daily penalties.
5.14.1	Practical completion shall only be granted once all works have been completed in all respects.
5.16.3	The latent defect period is 10 years for civil engineering works.
6.2.3	The Performance Guarantee is to contain the wording of the document included as Form C1.3. The Performance Guarantee shall be for the amount of 10% of the Contract Sum. The Performance Guarantee is to be delivered within 14 calendar days after the Commencement Date.
6.8.2	The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.1 The values of the coefficients are: a = 0.21 b = 0.27 c = 0.42

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
	d = 0.10 The urban area nearest the Site is Bloemfontein. The applicable industry for the Producer Price Index for materials is Building and Construction. The area for the Producer Price Index for fuel is Retail Metropolitan Areas. The base month is November 2019.
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%, also can be negotiated with the Employer regarding payment for materials.
6.10.3	The limit of retention money is 10% of the Contract Price.
8.6.1	Insurances required in terms of General Conditions of Contract Clause 8.6.1
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 1,000,000 (If Applicable).
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 1 000 000 (If Applicable)..
8.6.1.2	A coupon policy for special risks is to be issued.
8.6.1.3	The limit of indemnity for liability insurance is to be not less than the tender offer for any claim. The number of claims to be unlimited during the construction and defects liability period.
8.6.1.5	The following additional and varied insurance is required: Contractor's all risk insurance Employer's common law liability insurance and workman's compensation insurance.
10.5.2	Dispute resolution shall be by ad-hoc adjudication.
10.5.3	The number of Adjudication Board Members to be appointed is three.
10.7.1	The determination of unresolved disputes shall be by arbitration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
1.2.1	The following three additional sub-clauses, covering alternative methods of communication, apply : 1.2.1.3 sent by facsimile or telex communication irrespective of it being during office hours or otherwise. 1.2.1.4 posted to the addressee for certified delivery by the postal Authorities. 1.2.1.5 delivered by a courier service and signed for by the addressee.
4.3	Add the following at the end of subclause 4.3: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act: (i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act. (ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. (iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations. (iv) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor. (v) The Contractor shall be obliged to report forthwith to the Employer and Engineer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Engineer, of such investigation, complaint or criminal charge. 4.3.4 The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act: (i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2003, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after receiving a completed copy of the Agreement and shall be implemented and maintained from the Commencement of the Works.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
	(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified." The Contractor's attention is drawn to the laws listed in the Scope of Work section of this document.
4.12.2	In responding to a provisional letter of acceptance as amended herein the Contractor will be required to nominate a representative who is to act as the Site Agent.
5.3	Add the following to subclause 5.3.1: "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof."
5.4.1	Add the following to subclause 5.4.1 between "...site," and "the location..." in line 3: "subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"
5.6	The following two additional sub-clauses apply: 5.6.1.1 The Engineer may, by order in writing and without relieving the Contractor of any duties or responsibilities under this Contract, require the Contractor to proceed with the execution of the works in such sequence and manner as may be necessary in the opinion of the Engineer. 5.6.1.2 The Works are to be carried out in such an order as to interfere as little as possible with the continued operation of existing services and with work being carried out by other contractors or employees of the Council.
5.7.2	Night work and overtime work are not to be undertaken without the prior written approval of the Engineer and on the terms and conditions as may be stipulated in such approval.
5.8	Should the Engineer/Client permit work outside of normal Council's working hours (viz Mondays to Fridays inclusive 07:00 to 17:00) and on Saturdays, Sundays or on any of the non-working days stated in the Appendix and if he deems the presence of the Engineer's Representative or other duly authorised representative to be necessary, the Contractor will be liable for the cost of such supervision (calculated at a daily rate of 1/130 of the annual salary of such representative). Where the Engineer has ordered such work, the salary of the representative will be to the account of the Council. A minimum of 24 hours notification of intent to work outside normal working hours shall be regarded as adequate notice.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
5.9.1	The Contractor will be provided with three copies of all drawings relating to this contract. The Engineer will retain all priced tender documents but will provide the Contractor with a photocopy of the Contractor's contract document.
5.12	Any delay on the part of the Contractor beyond the period of fourteen days for the submission of the Deed of Suretyship or proof of insurances having been effected in accordance with Clause 5.3 shall not be grounds for an extension of time and the time for completion stated in the Appendix may be reduced by the amount of the delay.
5.12.1	<i>REPLACE THE FULL STOP AT THE END OF THE PROVISIO IN SUBCLAUSE 5.12.1 WITH A COMMA AND ADD THE FOLLOWING:</i> "and provided further that in respect of any claim for extension of time for delays occasioned by wet or abnormal climatic conditions, the periods of 28 days referred to in Subclauses 10.1.1 shall, if so stated in the Scope of Works, be amended in the manner described in the said Scope of Works."
5.12.2	Add new sub-clause 5.12.2.5: "No extension of the Time of Completion shall be granted for normal rainfall."
5.12.3	<i>BETWEEN THE WORDS "the Contractor shall" AND "be paid" IN LINE 1, INSERT THE FOLLOWING:</i> ", subject to such additional provisions (if any) set out in the Scope of Works,"
6.2	Delete the first sentence and substitute: "When called upon to do so in a letter advising the Contractor of the Employer's intent to accept the tender, the Contractor shall produce within fourteen days from receipt of such letter a guarantee from an Insurance Company or a Bank to be jointly and severally bound with the Contractor, in terms of a Form of Guarantee, in a sum equal to 10 percent of the Tender sum, for the due performance of the Contract. The submission of the Form of Guarantee shall be a condition precedent to the signing of the Form of Acceptance. A Pro-forma of a suitable Form of Guarantee that is acceptable of the Employer is attached to this document under section C1.3. Delete the words "to the Guarantor within 14 days" from the penultimate line of the last paragraph and substitute "to the Contractor within 30 days." Add the following new paragraphs: "The Contractor shall then be responsible for returning the Form of Guarantee to the Guarantor. Should the Employer be unable to return the Form of Guarantee, the Employer shall write a suitably worded letter addressed to the Guarantor but delivered to the Contractor within the prescribed 14 days, stating that the employer has no further claim against the Guarantor and that the Form of Guarantee may be cancelled. The Contractor shall then be responsible for forwarding such letter to the Guarantor."
6.6.1.2.2	The provisional sums stated in the Schedule of Quantities are net amounts covering the actual expenditure which the Employer may incur. Clause 6.6.1.2.2 applies in this contract; that is, the Contractor is required to stipulate in the tendered Schedule of Quantities such charges and profit for possible future pro rata adjustments, as may be required.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
6.7	The Works are measured in accordance with the current SANS 1200 Standardised Specifications where applicable. No claims arising from the method of measurement will be entertained.
6.9	Tenderers who intend to store materials in places other than on the Site are required to submit their intentions on the attached data sheet with their tender; a successful tenderer will be required to enter formal agreements to the approval of the Engineer in respect of all such materials in terms of clause 6.9.1.2, failing which, no claim for interim payment in respect of materials stored off-site, will be entertained.
6.10.1.9	Add new subclause 6.10.1.9: “Payment for the labor-intensive component of the works” Payment for works identified in the Scope of Work as being labor-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.”
6.10.4	Add the following: The defects liability period is twelve months, reckoned from the date on the Certificate of Final Completion. It is recorded that if the Contractor fails to make good defects as may be certified by the Engineer, all retention monies as at the date of that default certificate, shall be forfeited by the Contractor to the Employer without prejudice to the Employer's rights in terms of this contract.
7.5.1	Add the following: The Contractor shall give the Engineer a reasonable time to accommodate examinations in the Engineer's programme, in which case a time for inspection can be agreed upon. Normally 24 hours would be seen to be reasonable.
7.5.3	Add the following: If the Engineer attends with the purpose of examining any part or materials of the Works at the time and date agreed upon with the Contractor, and it is found that the works or materials are not yet ready for inspection, the Contractor shall be responsible for the costs of such visit by the Engineer.
7.6.3	The following additional sub-clause applies: 7.6.3.3 Where the Engineer considers that either or both sub-clauses 7.6.3.1 and 7.6.3.2 above apply to an event of a serious nature, the Engineer shall have the right to involve the Employer in the matter, in which case the Engineer will arrange a joint meeting between the Employer, the Engineer and the Contractor before giving any instructions to the Contractor.
8.5	The following additional paragraph applies:- If the Contractor receives any claim in respect of any loss or injury or damage to any person or property, then the Contractor shall immediately report the same to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Clause	Data
	the Engineer and, if at the end of ninety days from the date of receipt of such claim the Contractor cannot satisfy the Engineer that the claim has been settled or that valid reasons for the non-settlement of the claim exist, then the Employer may, without limiting the obligations and responsibilities of the Contractor, negotiate a settlement and deduct all sums due in respect of such claim from payments due to the Contractor.
8.6.6	The Contractor shall produce the policies and proof of insurance within seven days of receipt of the letter advising the Contractor of the Employer's intent to accept the tender. The submission of such policies and proof of payment shall be a condition precedent to the issue of the Letter of Acceptance.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	
1.1.1.9	The name of the Contractor is
1.2.1.2	The address of the Contractor is: Physical address: Postal address: Telephone: Fax: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is

11

Contractor

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Witness 1

11

Witness 2

11

Employer

11

Witness 1

11

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

C1.3 PERFORMANCE GUARANTEE**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor"

means:.....

"Physical

address:.....

"Employer"

means.....

"Contractor"

means.....

"Engineer"

means:

"Works"

means:

"Site"

means:.....

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

"Contract Sum" means: The accepted amount inclusive of tax of R.....

Amount in words:.....

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

Amount in words:.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Expiry _____ Date"
means:.....

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;

- 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
- 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

to claim his release from his Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrates Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed

at.....

Date

..... Guarantor's signatory

(1).....

Capacity.....

.....Guarantor's signatory

(2).....

Capacity.....

.....Witness signatory

(1).....

Witness signatory

(2)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

C1.4 RETENTION MONEY GUARANTEE

ISSUED TO THE NALA LOCAL MUNICIPALITY (hereinafter called "the Employer")

ON BEHALF OF (hereinafter called "the Contractor")

in connection with CONTRACT NO:(hereinafter called "the Contract").

WHEREAS the Employer and the Contractor have agreed that the Contractor may provide a guarantee in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to the Employer such amounts as the Employer may, from time to time, demand from us.

- 1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to us at or such other address in **South Africa**. as we shall in writing notify to the Employer, and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such in terms of the Contract.
- 2 The Engineer's certificate referred to in Clause 1 shall certify that:
 - (a) he is the Engineer in office as such in terms of the Contract,
 - (b) the Contractor is in breach of his obligations under the Contract, and
 - (c) the amount demanded, which amount the certificate shall specify, does not exceed
 - (i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money actually retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,
 - (ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;
- 3 We shall within days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at **8 Preller street, Nala Local Municipality, BOTHAVILLE 9660** or at such other address in **South Africa** as the Employer shall in writing notify to us.
- 4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- 5 Our aggregate liability under this guarantee is limited to
[INSERT AMOUNT OF GUARANTEE IN WORDS] (R..... [INSERT AMOUNT OF GUARANTEE IN FIGURES]).
- 6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor.
- 7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this the day of 20.....

SIGNATURE :

CAPACITY :

ADDRESS :

:

:

AS WITNESSES : 1

2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C1.5 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at
 on this the day of in the year
 between (hereinafter called "the Employer") of the
 one part, herein represented by
 in his capacity as
 and
 (hereinafter called "the Mandatory") of the other part, herein represented by

 in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz

BID No. NLM/TS/002/2025-26 FOR MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

and has accepted a Tender by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 5.16.1 of the General Conditions of Contract 2015, 3rd edition (hereinafter referred to as "the GCC 2015"),
 - or
 - (b) the date of termination of the Contract in terms of Clause 9 of the GCC 2015.
- 3 The Mandatory declares himself to be conversant with the following:
 - (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 8.4 of the GCC 2010 and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilize all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATARY:

WITNESS 1 2

NAME 1 2
(IN CAPITALS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on 20.....,
Mr/Ms. whose signature
appears below, has been duly authorized to sign the AGREEMENT in terms of THE
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of
.....
.....

SIGNED ON BEHALF OF THE COMPANY :

IN HIS/HER CAPACITY AS :

DATE :

SIGNATURE OF SIGNATORY :

WITNESS: 1. 2.

NAME (in capitals): 1. 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS..... C2.2 – C2.3

C2.2 SCHEDULE OF QUANTITIES C2.4 – C2.20

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Schedule of Quantities.
- 2 The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the schedule, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the schedule.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Schedule of Quantities are abbreviated and may differ from those in the Standardized and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The schedule has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities¹. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the schedule or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Schedule of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
- 6 An amount or rate shall be entered against each item in the Schedule of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Schedule. The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

¹ The standard system of measurement of civil engineering quantities published by the South African Institution of Civil Engineers.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Schedule of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Schedule of Quantities and the quantities certified for payment.

Ordering of materials are not to be based on the Schedule of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Schedule of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Schedule of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Schedule of Quantities are metric units. The following abbreviations may appear in the Schedule of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

- 10 The Tenderer shall enter a rate or lump sum for each item in **BLACK INK**
- 11 **All prices and rates shall exclude value added tax (VAT).** The Tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C2.2 SCHEDULE OF QUANTITIES**

SABS 1200 A	:	GENERAL.....
SABS 1200 AB	:	ENGINEER'S OFFICE
SABS 1200 C	:	SITE CLEARANCE
SABS 1200 DA	:	EARTHWORKS (Small Works)
SDR	:	FENCING
PSNSF	:	REFURBISHMENT OF STADIUM
SANS 1200 H	:	ANCILLARY WORKS.....

See attached Bill Of Quantity

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

C2.2 BILL OF QUANTITIES

Item No	Ref	Description	Unit	Quantity	Rate	Amount
A	SANS 1200A	SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS				
1	8.3	SCHEDULED FIXED-CHARGE				
2	8.3.1	Contractual requirements	Sum	1		
3		Establish facilities on site:	Sum	1		
4	8.3.2.1	Facilities required by Client				
5	PSAA 1	c) Contract sign board	Sum	1		
6	8.3.2.2	Facilities required by Contractor	Sum	1		
7	8.3.2.3 / 8.3.3	General responsibilities and other fixed charge obligations	Sum	1		
8	8.3.4	Removal of site establishment	Sum	1		
9	PSAA 3	Compliance with the OHS Act regulations	Sum	1		
10	8.4	SCHEDULED TIME-RELATED ITEMS				
11	8.4.1	Contractual requirements	Sum	1		
12	8.4.2	Operation and Maintenance of Facilities on Site				
14	8.4.2.2.	Facilities for Contractor	Sum	1		
15	8.4.5	General responsibilities and other time related obligations	Sum	1		
Total Carried Forward						
Item No	Ref	Description	Unit	Quantity	Rate	
Amount brought forward						
B		PROVISIONAL SUMS				
1	PSAA 4	Tests required by Client	Prov Sum	1		
2		Overheads and profit on item 1.7.1	%		15%	
3	PSAA 5	Community Liaison Officer	Month	4		
4		Overheads and profit on item 1.7.3	%		15%	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

5	PSAA 6	Additional survey required by the Client	Prov Sum	1		
6		Overheads and profit on item 1.7.5	%		15%	
7	PSAA 7	Employer's Health and Safety Officer	Month	4		
8		Overheads and profit on item 1.7.7	%			
9	PSAA 8	Employer's Security Personnel	Month	4		
10		Overheads and profit on the 1.7.9	%		15%	
13	PSAA 9	Relocate existing water, electricity and telkom services	Prov Sum	1		
14		Overheads and profit on item 1.7.13	%		15%	
15		Allow the Provisional Sum of R 15 000.00 for landscaping executed by the Contractor	Prov Sum	1		
16		Overheads and profit on item 1.7.16	%		15%	
Total Carried to Summary						

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Item No	Ref	Description	Unit	Quantity	Rate	Amount
1	SANS 1200 D	SECURITY PERIMETER FENCE				
1.1		DEMOLITION OF EXISTING PRECAST FENCING AND REMOVING FROM SITE				
1.1.1		Demolition and removal of existing pallisade fence to a desired area requested by the Client	Sum	1		
1.2		CONCRETE				
1.2.1		Excavation (450mm X450mm X450mm) footing	m ³	21		
1.2.2		Casting 15Mpa Concrete	m ³	21		
1.3		POST: TAPER LOCKING POST				
1.3.1		Installation: Taper Locking Post with a Height of 2.7m w hich is Galvanised and Alu Coated	No	189		
1.3.2		Installation: Square Post with a Height of 2.7m Galvanised and Alu Coated	No	4		
1.4		PANEL: CLEARVU INVINSIBLE WALL				
1.4.1		Installation: Panel = 3,305m(W) x 2.1m(H) Mesh Galvanised Alu Coated with diameter of 3.5mm including Combination Clamps and Tech Bolts	No	192		
1.5		CLEARVU GATES - Embedded Posts				
1.5.1		Installation: Single Leaf Sw ing Gate with a Height of 2.1m x Width of 1.2m w hich is Galvanised and Alu Coated	No	2		
1.5.2		Installation: Single Leaf Sliding Gate with a Height of 2.1m and Width of 4m w hich is Galvanised and Alu Coated	No	1		
1.6		ADDITIONS				
1.6.1		Installation: Anti - scales Devise w hich is Galvanised and Alu Coated	No	1536		
1.7		TRANSPORTATION				
1.7.1		Supply and Delivery of all material Required for Fencing	Sum	1		
Total Carried To Summary						

 Contractor

 Witness 1

 Witness 2

 Employer

 Witness 1

 Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Section	Description	Total
A	PRELIMINARY AND GENERAL	
1	SECURITY PERIMETER FENCE	
SUBTOTAL 1		
ADD 10% CONTIGENCIES		
SUBTOTAL 2		
ADD 15% VAT		
Total Carried to Form of Offer		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PART C3: SCOPE OF WORK

C3.1 PROJECT SPECIFICATION 111

C3.2 CONTRACT / STANDARDS SPECIFICATION 139

C3.3 MANAGEMENT OF THE WORKS 145

C3.4 PLANNING AND PROGRAMMING 145

C3.5 GENERAL ALLOWANCE 146

C3.6 LIST OF APPLICABLE SPECIFICATIONS 148

C3.7 COMMUNITY LIAISON OFFICERS & LOCAL LABOUR 173

C3.8 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION 176

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.1 PROJECT SPECIFICATIONS**

In the event of any discrepancy between the Scope of Works and a part or parts of the SANS 1200 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

This project specification is set out in two parts. Portion 1 cover a general description of the project, the facilities available, and the requirements to be met. Portion 2 covers variations and additions to standardised or particular specifications that are applicable to the contract.

The numbering method in portion 2 of this project specification deviates as follows from the method suggested in Code of Practice SANS 1200.

Each clause with the prefix PS shall refer to the concurrent clause in the appropriate section of the standardised or particular specification. Such clause shall either substitute, or supplement, or amend the clause with the same number. Where there is no such concurrent clause in the standardised or particular specification, the PS clause shall be a new clause in the project specification. Any clause that is referred to in the standardised specification will also include the appropriate project specification.

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the “Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)” shall be undertaken using Labour Intensive Construction methods

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	PAGE
C3.1: THE WORKS	C3.3
C3.1.1.1 Method of Measurement and Payment	C3.3
C3.1.1.2 Applicable Standardised Specifications	C3.3
C3.1.1.3 Use of Local Labour	C3.4
C3.1.1.4 Quality control and quality assurance measures	C3.4
C3.1.2 Scope of works	C3.4
C3.1.2.1 Scope of the project	C3.4
C3.1.2.3 Affected communities	C3.5
C3.1.2.4 Construction programme	C3.5
C3.1.4 Environmental Issues	C3.5
C3.1.5 Employment of Local Labour	C3.5
C3.1.6 Project Specific Requirements	C3.5
C3.4.2.6 Extension of time due to abnormal rainfall	C3.8
C3.1.7 Site Information	C3.9
C3.1.7.1 Site Location	C3.9
C3.1.7.2 Site Facilities Available	C3.9
C3.1.7.3 Site Facilities Required by the Employer and the Engineer	C3.9
C3.2 : VARIATIONS TO STANDARDIZED SPECIFICATIONS	C3.10
<i>(Project Specific)</i>	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**PART C3.1 : SCOPE OF THE WORKS****SCOPE**

The Project Specifications is set out as one entity.

C3.1 covers the general description of the Project, the facilities available and the requirements to be met.

C3.2 covers variations and additions to the SABS 1200 Standardized Specifications that are applicable to this Contract.

STATUS

In the event of any discrepancy between the SABS 1200 Standardized Specifications and the Project Specification listed in 1.2 below, the Project Specification shall take precedence and shall govern.

C3.1: THE WORKS**C3.1.1.1. Method of Measurement and Payment**

The method of measurement and payment will be that provided for in the relevant standard specifications of the SANS (SABS) 1200, or as amended under the Variations and Additions to the standard specifications of SANS, as provided in Section 2 of the Pricing instructions.

C3.1.1.2. Applicable Standardised Specifications

Although not bound in nor issued with this document, the following SANS (SABS) 1200 standardised specifications shall form part of the Contract Document.

SABS 1200 A	:	General
SABS 1200 AB	:	Engineer's Office
SABS 1200 C	:	Site Clearance
SABS 1200 D	:	Earthworks

Norms and Standards for Sports and Recreation Infrastructure Provision and Management

: Soccer field, Tennis Courts, Basketball Courts, Netball Courts, Cricket Pitch, Long Jump track, Structural Design and Requirements

Variations and additions to the above Standardized Specifications are given in Portion 2 of the Project Specifications.

The Contractor must obtain his own copies of the latest edition of the above-mentioned standardised specifications.

C3.1.1.3. Use of Local Labour

The project is a labour-intensive project. However, it is required that the Contractor shall use local labour as much as possible on this Contract. EPWP labour rates will apply on this project.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.1.1.4. Quality control and quality assurance measures**

The Contractor will solely be responsible to produce work that complies with the Specifications to the satisfaction of the Engineer. To this end it will be the full responsibility of the Contractor to undertake appropriate quality control and quality assurance measures on site. The Engineer will audit the Contractor's quality assurance system on a regular basis to ensure that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible problems.

C3.1.2. SCOPE OF WORKS**GENERAL****C3.1.2.1 Scope of the Project**

The proposed project involves the **FENCING OF SPORTS FACILITY IN MONYAKENG**

The project was proposed by Nala Local Municipality. The proposed scope of works consists of the following:

Demolition

- Removal of existing precast palisades and panels and hauling to a desired disposal area requested by the Client.

2. Perimeter Fencing

- Upgrading of an existing 1.8 m high precast concrete palisade and panels fence with a ClearVu Invisible wall for a total length of 660m

ITEM	DESCRIPTION
Demolition	Removal/Clear of all existing precast palisades and panels around the Stadium.
Excavation and Concreting	Excavate and cast 15mpa strength concrete foundation before installing posts.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Fencing	A. POST: -Post shall be 2.7m long Cochrane Locking post. -Post width shall be 85mm – tapering to 45mm with a depth of 85mm. -Post shall include ‘Locking Recess Mechanism ’to secure panel edge. -Post finish shall be galvanized then Marine Fusion Bond Coated. B. PANEL: invisible Wall -Panel shall be of 3,305m Width and 2.1m Height. -Panel aperture size(centers) shall be 76.2 X 12.7mm Coated wire diameter will be 3.5mm -Panel shall be reinforced with 4 X 50mm deep ‘V’formation horizontal recessed bands(rigidity). -Panel shall have 2 X 70° flanges along sides(internal fixtures – all fixtures shall be on the inside of a fence line) . -Panel shall have 1 X 90° flange along top and 1 X 30° flange along toe(integrated rigid angle). -Panel post shall have a flush panel post finish with no climbing aid. -Panel shall be affixed to post over 48 line wires using 8 X Double bolt comb clamps and 8 X single bolt comb clamps using 24 X Anti vandal bolts. -Panel and fixtures shall be galvanized and Alu Coated.
----------------	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

	C. ADDITIONS -An anti – scales be fixed to post as anti-climb topping. D. FENCE CORNER CONFIGURATION -The fence configuration should not have any sharp corners and all angles at changes of direction should a minimum of 130 degrees. E. 1. GATES (SWING) -Gates size:1.2m wide X 1.2m High Single leaf. -All connections and joints shall be welded to form rigid frames or assembled with corner fittings. -Hinges shall not twist or turn under the action of the gate, it shall be arranged that a closed gate cannot be lifted off the hinges to obtain entry. 1. GATE (SLIDING) -Gate size:4.0m wide X 2.1m High Single leaf. -Gate frame fabrication and miscellaneous items shall be similar to swing gates. -All fittings, brackets and rear wheel tracks shall be standard manufactured for the intended application.	
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The project area falls within the Nala Local Municipality which is contained within the jurisdiction of the Lejweleputswa District Municipality in the Free State province.

The central coordinates of the project area are as follows:

Latitude: 27°50'00,76" South

Longitude: 26°22'5,90" East

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

NB: QUALITY/WORKMANSHIP ON THE PROJECT (PER SECTION)
WORKMANSHIP AND QUALITY ASSURANCE ON PROJECT SECTIONS

Tests that will be conducted as part of quality assurance are listed below:

SECTION	TYPE	TEST TO BE CONDUCTED
All concrete works(e.g. foundations, aprons, stormwater channels etc.)	Rip and recompact layer below on every area before concreting for stability purposes.	Compaction test and concrete tube test

5. COMPLIANCE TO NORMS AND STANDARDS

The Inspection looked into the quality of the work as well as the compliance/adherence to Norms and Standards

C3.1.2.3 Affected Communities

The project will be limited to the Community of Monyakeng Location. However, the Community to benefit from this project consists of an estimated population of 25 392 people. This information was sourced via house counts utilizing aerial photography and confirmed by the Municipal Officials.

C3.1.2.4 Construction Programme

A three (3) months construction period has been allowed. If desired, Tenderers will be at liberty to offer an alternative period for completion in the appropriate section of the Tender and Contract Data. If no alternative period is stated therein the period for completion will be held to nine months.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.1.4 ENVIRONMENTAL ISSUES**

In terms of environmental consideration, it is of the opinion that a full EIA will not be required for this project as it is an upgrade of an existing infrastructure.

C3.1.5 EMPLOYMENT OF LOCAL LABOUR

It is intention that this contract should make maximum use of the local labour force that is presently under employed. To this end the Contractor shall limit the utilization on the Contract of non-local employees to that of key personnel only and to employ and train local labor to the extent necessary for the execution and completion of this Contract. EPWP labour rates will be used on this project.

Priority will be given to unemployed youth and women.

C3.1.6 PROJECT SPECIFIC REQUIREMENTS**Protection of Existing Works**

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the Works and shall exercise the greatest care when working in the vicinity of such services. No more than three weeks and no less than one week before commencing his operations in any particular area, the Contractor shall request from the Engineer the latest available drawings showing the location of services already installed.

The Contractor shall take all necessary steps to protect any existing works against damage which may arise because of his operations on Site. The Contractor shall bear the cost of the repair of damage to any known service, the possible existence of which could reasonably have been ascertained by him in good time

Protection of Excavations

Unless otherwise permitted in writing by the Engineer, all excavations are to be protected by means of fencing or other appropriate means including watchmen if necessary as the Works are within a residential area.

No excavations may be left open over weekends and Public Holidays unless properly protected. The cost of backfilling any excavations and the re-opening thereof, to comply with this requirement shall be for the Contractor's account.

Spoil Material

No indiscriminate spoiling of material will be allowed. All surplus or unsuitable material shall be spoiled in designated areas as directed by the Engineer.

Finishing, Tidying and Period of Maintenance

In view of the intense concentration of construction activities likely to be experienced during the Contract period, progressive and systematic finishing and tidying will form an essential part of this Contract. On no account must spoil, rubble, materials, equipment or unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others, and in the event of this occurring, the Employer shall have the right to withhold payment for as long as may be necessary in

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

respect of the relevant Works in the area(s) concerned without thereby prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not be deferred to the end of the Contract. The Contractor will be entitled, subject to reaching prior agreement with the Engineer, to request that work in specific areas be inspected and certified as complete, prior to certification of completion of the whole of the works included in the Contract, in accordance with the provisions of Clause 51(2), provided always that the works in any such specific area will not be certified as complete, until the whole of the works within the specific area concerned, including all finishing and tidying, has been fully completed to the satisfaction of the Engineer.

All finishing and tidying shall be carried out to the best advantage of the project as a whole.

Security of Contractor's Site

The provision of security for the Contractor's Site Establishment, for the full duration of the contract, shall be his own responsibility and no claims for additional security measures taken during the currency of the Contract will be considered other than as provided for in Clause 54 of the Conditions of Contract.

Courtesy

In all dealings with the public the Contractor shall bear in mind their right to enjoy the use of the roads and services and access to their properties and that the Employer desires to interfere as little as possible with these rights.

At all points of contact with the public the Contractor and his staff are requested to handle discussions and disputes with deliberate courtesy and understanding.

The Ward Councillor shall be contacted prior to commencement of any works and the Contractor is obliged to work with the appointed representatives of the local community in all matters relating to the employment of local labour and related issues.

THE COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (ACT 130 of 1993) (COID ACT)

Contractors are required to register as employers in terms of the COID Act.

Contractors must pay the assessments due in terms of the COID Act relative to their employee records including all sub-contractors and community-based labour.

In this specific contract the Contractor further acknowledges that the Employer shall have the right, without prejudice, to deduct any shortfall in compensation due to any employee of the Contractor (or sub-contractor) from monies due or which may become due to the Contractor, and so effect settlement of the matter.

THE LABOUR RELATIONS ACT (ACT 66 of 1995) (LR ACT)

Contractors are required to register as employers in terms of the LR Act.

Contractors are required to pay all employee and employer contributions to the Unemployment Benefits Fund, other than in respect of casual employees defined as persons who work for less than eight hours in any one week, or in respect of persons

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

who by virtue of lawful reasons are exempt therefrom.

THE BASIC CONDITIONS OF EMPLOYMENT ACT (ACT 3 of 1983) (BCE ACT)

Contractors in their capacity as employers are required to comply with the provisions of the BCE Act with special reference to their employees' terms and conditions of employment.

THE INCOME TAX ACT (ACT 58 of 1962)

Contractors in their capacity both as business enterprises and employers are obliged to register and comply with the requirements of the Receiver of Revenue.

C THE VALUE ADDED TAX ACT (ACT 89 of 1991)

Contractors in their capacity as business enterprises are required, if their annual turnover exceeds or is expected to exceed the limit as determined by the SARS from time-to-time, to register as VAT vendors with the Receiver of Revenue for the purpose of paying, recovering, charging and returning VAT to the State via the Receiver of Revenue.

It is recorded that the Employer in this contract is registered as a VAT vendor.

COMPLIANCE WITH LEGISLATION

Contractors will be deemed by virtue of submitting a tender to have undertaken to comply fully for all purposes under this contract with all current legislation and related regulations. The above Acts as amended from time to time, are listed for the attention and convenience of the Contractor, without prejudice and without in any way relieving the Contractor of the obligation to continuously comply with all the laws of South Africa for the entire duration of this contract including the defects liability period the cost of so doing being expressly included in the contract sum.

NON COMPLIANCE WITH LEGISLATION

The Employer in this contract will not under any circumstances be, or become party to, any act or omission by the Contractor and/or the Contractor's Sub-contractors and/or employees, which contravenes South African law.

If at any time during this contract, including the defects liability period, the Employer and/or the Engineer and/or the Engineer's Representative discover any such contravention, then the Employer shall have the right without prejudice to terminate this contract forthwith, take possession of the works and declare any monies due or which may become due to the Contractor as forfeited by the Contractor, notwithstanding any other clause to the contrary.

C3.4.2.6 Extension of time due to abnormal rainfall

No extension of the Time of Completion shall be granted for normal rainfall.

(a) The contract will be based on Table 1 hereunder, showing the number of working days per month which the Contractor can expect to lose due to normal rainfall. Abnormal rainfall shall be the total aggregate of working days over the full contract period during which the Contractor is unable to proceed with the majority of his operations as specified under (b), less the sum of the number of days calculated from the table as being due to normal rainfall.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

EXPECTED NUMBER OF WORKING DAYS LOST DUE TO NORMAL RAINFALL			
Month	Days	Month	Days
January	5	July	1
February	5	August	2
March	5	September	2
April	4	October	3
May	2	November	4
June	2	December	5

(b) A day shall be considered as lost when the Engineer agrees that no work was done or capable of being done on any item shown on the critical path of the updated and approved construction programme. Items which are not shown on the critical path and have been affected by rainfall, shall not be considered for extension of time. Statutory, annual holidays and Sundays shall not be considered as working days.

C3.1.7 SITE INFORMATION**C3.1.7.1. Site Location**

The work to be carried out includes fencing of sports facility in Kgotsong.

The project location is indicated on the Locality Plan.

C3.1.7.2. Site Facilities Available**C3.1.7.2.1. Water Supplies**

The Contractor shall at his own cost, make all necessary arrangements for the supply and distribution of water required for construction purposes as well as for use in and about his site establishment and for human consumption.

C3.1.7.2.2. Site Camp

The Contractor will be required to establish his own site camp adjacent to the works site. This site shall be restored to its original condition by the Contractor on completion of the contract.

C3.1.7.2.3. Other Facilities

The Contractor shall make his own arrangements for all other necessary facilities during the period of the contract.

C3.1.7.3. Site Facilities Required by the Employer and the Engineer**C3.1.7.3.1. Name Board (SANS 1200 AB Subclause 3.1)**

The dimension of the name board is as per the standard detail included in Annexure 4 of this tender document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.1.7.3.2. Temporary Office**

No office is required for this project.

C3.1.7.3.3. Telephone and Facsimile Facilities

A cellular airtime is required for this project.

C3.2 : VARIATIONS TO STANDARDISED SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardized Specifications referred to in Portion 1 will be valid for this contract. The prefix "PSA" indicates an amendment to SABS 1200 A, (PSC) to SABS 1200 C, etc. The numbers following these prefixes are the relevant Clause numbers in the SABS 1200 Specifications.

C3.2.1. Scope

This part covers essential clauses and data and additional clauses to supplement and to complete those terms of the applicable standardised specifications to render the standardised specifications suitable for this Contract.

C3.2.2. Status

Should any requirements of the project specification conflict with any requirement of the standardised specifications the requirements of the project specification shall prevail.

C3.2.3. Sub-clause Reference

Wherever a subclause appears in brackets it shall refer to the subclause in the relevant standardised/particular specification.

PSA GENERAL**PSA 1 COMPLIANCE WITH THE OHS ACT**

The Contractor shall at all times during the construction duration comply with all the requirements of The Occupational and Health Act regulations.

PSA 2 ADDITIONAL TESTS REQUIRED BY ENGINEER

Over and above the regular testing that is required during the construction phase, the Engineer, on written instruction to the Contractor, may require additional testing to be done in order to settle disputes, carry out investigations, etc.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above and a handling fee, as a percentage of this provisional sum has also been included. Monies from this amount will be spent on the written instructions of the Engineer.

PSA 3 COMMUNITY LIAISON OFFICER

A part time officer from the local community will be employed for duration of the contract to assist both the contractor and the employer in community negotiations regarding the moving of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

fences and crops, labour issues, etc.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above and a handling fee, as a percentage of this provisional sum has also been included. Monies from this amount will be spent on the written instructions of the Engineer.

PSA 4 MATERIALS**PSA 4.1 Specified Materials to bear SANS (SABS) mark (Subclause 3:1)**

All materials that are specified to comply with any SANS (SABS) standard shall bear the SANS (SABS) mark. Samples for testing of materials to be used on the works are to be delivered to a suitable laboratory specified by the Engineer.

PSA 4.2 Ordering of Materials (Subclause 3.3)

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be only approximate quantities. The liability shall rest entirely and solely with the Contractor to determine before ordering, the required types and quantities of the various materials required for the completion of the Works in accordance with the Specifications and the Drawings issued to the Contractor for construction purposes.

Any reliance placed by the Contractor on the estimated quantities stated in the Schedule of Quantities issued for tendering purposes, or measurements made by the Contractor from the drawings issued for tendering purposes, shall be entirely at the Contractor's risk and the Employer accepts no liability whatever in respect of materials ordered by the Contractor on the basis of Tender Documents.

PSA 5 RESTRICTIONS ON EMPLOYEE ACCOMMODATION (Subclause 4:2)

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

PSA 6 ENGINEERS OFFICES AND FACILITIES (Subclause 8.1.2. 1)

Refer to clause PSAB.

PSA 7 WATCHING BARRICADING LIGHTING AND TRAFFIC CROSSINGS (Subclause 5.6)**PSA 7.1 Barricading**

Work in public roads and private properties shall be barricaded off with white washed oil drums and two strands red/white plastic tape strung between drums. Warning signs with reflectorised paint shall be erected ahead of construction to warn traffic of obstructions. In addition, suitable warning safety lighting, operational during hours of darkness, is required to demarcate obstructions in the roadway.

PSA 7.2 Traffic signs

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Wherever the Works affect the operation or safety of public traffic, a full complement of metal traffic signs and road markings shall be erected and maintained to the satisfaction of the Engineer. The signs shall be in accordance with the latest issue of the South African Road Traffic Signs Manual. Adequate warning signs shall be placed at the entrance to all roads which have been closed at their furthest ends to the effect that the roads are not "through roads"

PSA 7.3 **Courtesy**

In all dealings with the public, the Contractor shall bear in mind their right to enjoy the use of the road, and the Employers desire to interfere as little as possible with this right.

PSA 8 **PRESERVATION OF ERF BOUNDARY PEGS (Subclause 5.1.2)**

Before commencement of roadway earthworks the Contractor shall install offset reference pegs to all erf boundary pegs that may be affected by construction work. All such affected boundary pegs shall be accurately replaced by the Contractor on completion of construction from his offset reference peg data.

The Contractor shall then arrange in consultation with the Engineer for the position of all boundary pegs replaced by the Contractor in road reserves to be checked by a Registered Land Surveyor. Should it be found that any such pegs require to be relocated the cost of relocation shall be a charge against the Contractor.

A provisional Sum has been included in the schedule of quantities to cover the costs of the above. Monies from this amount will be spent on the written instructions of the Engineer.

PSAB **ENGINEER'S OFFICE****PSAB 1** **NAMEBOARDS (Subclause 5.1)**

The Contractor shall supply and install, and include in his rates, the standard nameboard provided in Annexure 4 of this Tender Document.

PSAB 2 **OFFICE BUILDING (Subclause 5.2)**

No office is required for this project.

PSAB 3 **TELEPHONE (Subclause 5.4)**

The Contractor will provide to the Engineer a suitable cellular phone for the duration of the project, together with five hundred rands worth of airtime per month.

PSAB 4 **SURVEY ASSISTANTS (Subclause 5.5.)**

Not required for this project.

PSC **SITE CLEARANCE****PSC1** **RE-INSTATE EXISTING FENCES**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

The Contractor shall re-instate the fences that have been taken down
As directed by the Engineer on site.

The rate shall include for any additional labour and materials that may
be required in the re-instatement of these fences.
The item shall be measured in kilometer (km) of fenceline to be re-
instated.

PSC 2 REMOVE AND RELOCATE EXISTING PIPELINES

The Contractor shall remove and relocate any existing water pipelines
up to 110mm Ø that may be interfering with the works.

The rate shall include for the removal of the pipeline and the relocation
as directed by the Engineer on site. The rate shall also include for any
additional materials, plant and labour that may be required for this
relocation.
The item shall be measured in metres (m) of pipeline to be relocated.

PSC 3 REMOVE AND CONSTRUCT STANDPIPES

The Contractor shall demolish, remove and reconstruct any existing
Standpipe that may be interfering with the works, on written
instructions from the Engineer. Any material recoverable from the
demolition must be used to reconstruct the standpipe.

The rate shall include for the demolition, removal of the standpipe and
the reconstruction of the standpipe as directed by the Engineer on
site. The rate shall also include for any additional materials and labour
that may be required for this reconstruction.
The item shall be measured in number (No) of standpipes to be
reconstructed

PSC 4 RELOCATE EXISTING ELECTRICITY POLES

The Contractor shall request, in writing to the Engineer, that existing
electricity poles that are interfering with the works be relocated by the
service provider themselves. The Contractor, under no circumstances
whatsoever, will carry out the relocation of these electricity poles by
himself/herself.

A provisional sum has been included in the schedule of quantities to
cover the costs of the above. Monies from this amount will be spent on
written instructions of the Engineer.

PSC 5 DISPOSAL OF SURPLUS MATERIAL (Subclause 3.1)

All surplus material and vegetation shall be disposed of off site to the
satisfaction of the Local Authority and the Engineer. No overhaul shall apply
to material disposed of in this manner.

PSC 6 TOPSOIL STOCKPILE (Subclause 5.6)

Topsoil for topsoiling of sidewalks and banks shall be stockpiled on site for
later re-use. All haulage of topsoil shall be regarded as freehaul.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**PSDA EARTHWORKS (SMALL WORKS)****PSDA 1 CLASSIFICATION OF EXCAVATION (Subclause 3.1)**

Soft and intermediate material shall NOT be classified separately. Material shall only be classified as Soft or Hard. Hard material shall be classified as material that cannot be efficiently removed without blasting or without wedging and splitting. All other material shall be classified as soft material.

Classification of material, other than soft material shall be agreed upon before excavation may be commenced.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification for further excavation is warranted. Failure on the part of the Contractor to advise the Engineer thereof in good time shall entitle the Engineer to classify, at his discretion, such excavation as may have been executed in material of a different nature".

PSDA 2 DISPOSAL OF SURPLUS MATERIAL

Surplus material shall be disposed off site as described in Clause PSC1. No overhaul shall be applicable.

PSDA 3 TOPSOIL

Depth of topsoil to be 150mm.

PSDA 4 MEASUREMENT AND PAYMENT FOR OVERHAUL (Subclause 8.3.3)**PSNSF COMBI-COURT
PSH ANCILLARY WORKS****PARTICULAR SPECIFICATIONS****PLI: GENERIC LABOUR-INTENSIVE SPECIFICATION****PLI 1 Scope**

Labour-intensive works comprise the activities described in SANS 1921-5 Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

PLI 2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

PLI 3 Hand excavatable material

Hand excavatable material is material:

(a) Granular materials:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- (i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm.

(b) Cohesive materials:

- (i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
- (ii) where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100 mm;

- Note:
- (1) A boulder, a cobble and gravel is material with a particle size greater than 200 mm, between 60 and 200 mm.
 - (2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**Table 1: Consistency of materials when profiled**

Granular materials		Cohesive materials	
Consistency	Description	Consistency	Description
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30 - 40 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in upto 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PLI 4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PLI 5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm. Each layer shall be compacted using hand stampers

(a) to 90% Proctor density;

(b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or

- (c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLI 6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLI 7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLI 8 Shaping

All shaping shall be undertaken by hand.

PLI 9 Loading

All loading shall be done by hand, regardless of the method of haulage.

PLI 10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLI 11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

PLI 12 Spreading

All material shall be spread by hand.

PLI 13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLI 14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

PLI 15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must to be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Grout shall be mixed and placed by hand.

PLI 16 Manufactured elements

Elements manufactured or designed by the contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

SCHEDULE OF QUANTITIES

Note: ***Labour-intensive works must be highlighted in the schedule of quantities for the payment items relating to labour-intensive works.***

The following wording, as appropriate, may be included in the preamble or pricing instructions to the schedule of quantities in the contract with the contractor:

- 1 Those parts of the contract to be constructed using labour-intensive methods have been marked in the schedule of quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 2 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.3 MANAGEMENT OF THE WORKS****C3.3.1.1 Applicable SANS 1921 standards**

There are no SANS 1921 standards applicable to this contract.

C3.3.1.2 Applicable SANS 1200 Standardized Specifications

The SANS 1200 Standardized Specifications that apply to this Contract are listed in All data and variations to these specifications are given in the Specification Data.

C3.3.1.3 Particular / Generic specifications

The Particular / Generic specifications that apply to this Contract are listed in Part C3.6.1. All data and variations to these specifications are given in Part C3.6.2, Specification Data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.4. PLANNING AND PROGRAMMING****C3.4.1.4.1 Submitted programme of work**

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) the various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Subcontractors, in sufficient detail to be able to assess construction progress,
- b) critical path activities and their dependencies,
- c) key dates in respect of work to be carried out by others,
- d) key dates in respect of information to be provided by the Employers Agent and/or others,
- e) predicted cash flow programme.

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Employers Agent in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.5. GENERAL ALLOWANCES**C3.5.1.4.2 General Allowances**

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) expected weather conditions and their effects,
- b) known physical conditions or artificial obstructions,
- c) searching for, dealing with and carrying out alterations to the existing services,
- d) the accommodation of public access and traffic,
- e) the provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) the limitation on length of open excavations as specified in SDDb5-5.

C3.5.1.6 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Employers Agent, such revised programme will not make up the lost time, the Employers Agent shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

C3.5.1.6.1 Neatness of the site

The Contractor shall, therefore, on a day to day basis, keep the area of the Works in a condition acceptable to the Employers Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.5.1.6.2 Work across farmland**

No construction shall be commenced in any camp containing livestock until arrangements have been made with the owner to have them removed and they have been removed. The Contractor shall ensure that any gate opened by him is attended until it is closed.

C3.5.1.6.3 Extension of time resulting from abnormal rainfall

Extension of time will only be considered for rainfall or saturated conditions that will influence the quality of work and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
- c) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Employers Agent, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
- d) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations,
- e) less the anticipated number of days given in the Schedule below.
- f) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
- g) Where a portion of a month is involved, a pro rata number of days shall be calculated.

C3.5.1.7 Quality plans and control

The Contractor shall supply the Employer with a quality plan within 14 days after being appointed, showing how quality assurance will be managed on site.

C3.5.1.8.1.2 Fires and burning of vegetation

No fires may be lit except at places approved by the relevant authority. The Contractor shall ensure that the fire hazard on and near the Site is reduced to a minimum and shall take immediate and effective steps to extinguish any fire that may break out. Burning of vegetation and trees cleared from the Site and/or any other material may only be done on site if permitted in writing by the relevant authority and shall then be strictly controlled by a competent supervisor, shall be carried out strictly in accordance with any directions given and shall be carried out solely at the risk of the Contractor.

C3.5.1.8.1.3 Preservation of flora and fauna and soil conservation

The Contractor shall:

- a) take all precautions to prevent:
 - i. the erosion of soils and/or
 - ii. loss of or injury to domestic and other animals from any lands used or occupied by the Contractor;
- b) refrain from destroying, removing or clearing trees, timber and scrub to any extent greater than is necessary for the execution of the Contract,
- c) take care to cause the minimum of disturbance to the fauna and flora.
- d) take precautions to keep the risk of fire to a minimum,

e) arrange that timber for firewood be obtained only from such places as may be approved by the Employers Agent;

f) take such measures as to ensure that his employees are aware of all laws and restrictions governing the hunting, disturbing, capturing or destroying of animals and birds in the vicinity of

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

the camp or the Works or the taking of fish from any water; and
g) prohibit all firearms from the site and temporary camps.

C3.5.1.10 Other contractors on site

There will be no other contractors on Site.

G

C3.5.1.10.1 General Attendance on other contractors**C3.5.1.11 Testing, completion, commissioning and correction of defects**

As the project will consist out of two aspects of construction namely civil services and top structures, it will be the responsibility of the contractor to correct all defects that may occur to previously completed and tested material or construction work. The site will be taken over by the Employer as a whole or in phases only once all work in that phase is completed.

C3.5.1.12 Recording of weather

The Contractor will be required to keep daily records of the weather including temperatures and rainfall.

These records should be made available to the Employers Agent at every monthly site meeting.

C3.5.1.13 Format of communications

All instructions or requests should be noted in a site instruction book that will be permanently available on site.

C3.5.1.14 Key personnel

A list of all key personnel and their contact details should be made available to the Employers Agents within 7 days after the commencement of work.

C3.5.1.15 Management meetings

Management meetings will be held at least once per month at a pre-arranged venue. The Contractor shall make available the personnel as required to attend these meetings. All personnel attending shall have the required capacity to make decisions regarding the execution of the project.

C3.5.1.16 Daily records

Daily records will be kept by the Contractor regarding materials, plant and labour on site. These records should be made available to the Employers Agent on request.

C3.5.1.17 Payment certificates

Payment Certificates will be issued and processed once per month. The dates that such certificates should be submitted to the Employers Agent will be confirmed once construction commences.

C3.6. LIST OF APPLICABLE SPECIFICATIONS

The following specifications shall apply to this contract:

- a) SANS and Codes of Practice

C3.6.1 CONSTRUCTION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Although not bound in nor issued with this document, the following Standardized Specifications for Civil Employers Agenting Construction, as amended in the Specification Data, form part of this document and, notwithstanding Sub clause 2.2 of SANS 1200 A, the edition specified below shall apply:

SANS 1200 A – 1986: General

SANS 1200 AB – 1986: Engineer office

SANS 1200 C - 1980 (as amended 1982): Site clearance

SANS 1200 D - 1988 (as amended 1990): Earthworks

SANS 1200 GA - 1982: Concrete (small works)

SANS 1200 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

ADD THE FOLLOWING:

Method (ii) (Critical-path method)

Extension of time resulting from abnormal rainfall or other forms of weather shall be calculated according to the requirements of Method (ii) (Critical-path method). The value of "n" working days per calendar month as specified in this clause shall be as given in table below.

If no abnormal rainfall or other inclement weather periods occur during a specific calendar month (or months), the "n" values as specified shall not be taken as accumulating over the contract period. If the "n" days allowed for in the programme of work are not taken up by standing time due to abnormal rainfall or inclement weather conditions, they will fall away and will not be considered in extension of time claims which may arise later during the contract period.

The rainfall records for Bultfontein according to the website (World Weather Online) is captured in table below for information purposes only. The symbols are those given for Method (i) in the standard specifications."

Information Source:

Height: 1313m above M.S.L.

The formula below shall be used to calculate separately the delay for each calendar month or part thereof.

Table 1:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

MONTH	Nn (days)	Rn (mm)
January	9	42
February	8	35
March	6	20
April	5	23
May	3	8
June	1	6
July	1	3
August	1	4
September	1	5
October	4	16
November	6	27
December	10	37
TOTAL	55	226

It shall be calculated each month during the period referred to in the general conditions of contract as the time for completion of the works (including any extension thereof that may have been granted), or until the issue date of the certificate of practical completion, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for that month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the contract:

$$V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$$

If any value of V is negative and its absolute value exceeds Nn, then V shall be equal to minus Nn. The delay for a part of a month shall be calculated by substituting pro rata values for the variables in the equation.

The symbols shall have the following meanings:

V = Delay due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days in the calendar month on which a rainfall of Y mm or more per day has been recorded.

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specification.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed $(N_c - N_n)$ calendar days, where N_c = number of calendar days in the month under consideration.

The factor $(N_w - N_n)$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfalls equals or exceeds Y mm per day.

The factor $(R_w - R_n) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gauging shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Employers Agent, and the contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorised persons.

SERIES 0: GENERAL**PS 13: PROTECTION OF EXISTING SERVICES****PS 13: General****ADD THE FOLLOWING:**

"The approximate positions of all known existing services are shown on the drawings.

Refer to section C3.4.5 Existing Services regarding the exposing of existing services."

PS 14: Alterations and repairs to existing services

The following telephone numbers will be applicable in the event of damage to existing services:

Water	:060 844 2624
Sewerage	:060 844 2624
Roads and stormwater	:060 844 1635
Electricity	:079 961 3188

PS 15: NOTICES, SIGNS AND ADVERTISEMENTS**ADD THE FOLLOWING:**

"The standard nameboard of NALA Local Municipality is specified for civil work and detailed on the drawings and the Contractor shall have all relevant information written on the nameboard. The Contractor shall appoint a qualified sign writer to execute the work, and all information shall be displayed according to the Engineer requirements.

The signboards should contain the following information:

Project description:

Contract number:

Contractor's name:

Blasting date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Blasting time:

Contractor's cell/emergency number: Engineer

Representative cell number:

SANS 1200: MEASUREMENT AND PAYMENT

SANS 1200A: Preliminary and general charges

ADD THE FOLLOWING:

"Calculations for time-related charges will be made on a pro-rata basis in the event of time extensions being granted which is limited to a particular activity or a particular portion of the work. The Contractor shall submit the breakdown of the time-related charges (as per the pro- formas included at the end of this section of the project specifications) to the Employers Agent at the same time as the surety (which has to be submitted in terms of the GCC 2015) so that it can be included in the final Contract document."

The tendered rates under sub item SANS 1200A shall represent that part of the contractor's preliminary and general charges which is related to the time required for the completion the project within the 6 months period. The number of months payable shall only be the number of months the contractor shall be employed on a project. No time related charges shall be paid to the contractor if his services are not required within the 6 months period.

NOTE: The Employers Agent shall not negotiate directly with subcontractors and all problems relating to payment, programming, workmanship, etc., are matters between the Contractor and his subcontractors.

SANS 1200A: Offices

One office, which shall also serve as conference room, shall be constructed at the construction site for the exclusive use of the Employers Agent.

The office shall have floor dimensions of at least 4m x 8m. Window area shall be at least 15% of the total floor area. All windows shall be fitted with gauze and blinds.

The following fittings, furniture and equipment conforming to the specifications in this clause shall be supplied in the office:

- a) One (1) office desk, 0,73m high, with a surface area of at least 1,5m
- b) Two (2) steel cupboards, 1,8m high x 900mm wide x 450mm deep with a lock and two keys each.
- c) One (1) 4-drawer filing cabinet with locking facilities.
- d) One air-conditioning unit, capable of both heating and cooling the air in the office, to an acceptable standard, which must be on a working condition at all times.
- e) 2 x 1,8m double 80 Watt fluorescent type lights.
- f) One (1) conference table for 7 people capable of holding size A0 drawings.
- g) Eight (5) padded office chairs.
- h) Two (2) waste paper baskets.
- i) One (1) suitable mounted rain gauge, type and position approved by the Employers Agent.
- j) Pin-boards with sufficient space to mount at least 3-A0 size drawings.
- k) All windows must have Venetian type blinds.
- l) 3 x 15A plug units. Earth leakage shall be provided.

PS4: Laboratories

ADD THE FOLLOWING:

"All testing shall be carried out by an approved laboratory engaged by the Contractor at his own

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

cost.

These costs will be deemed to be included in the rates tendered for the items of work requiring testing.

These tests will be regarded as satisfying the requirements both of process control and acceptance control as specified in section 901."

: SERVICES

: Water, electricity, gas and telephone

ADD THE FOLLOWING:

Potable water at normal household pressure and electric power supply is required for the duration of the contract 24 hours per day.

Telephone and data facilities:

A cellular airtime will be provided to the Engineer on site for the duration of the contract as indicated under preliminary and general SANS 1200A PS1.

SERIES 1: ANCILLARY WORKS

SECTION 101: SITE CLEARING AND GRUBBING

SANS 1200 C: THE CUTTING OF TREES

Preservation of trees

ADD THE FOLLOWING:

"The penalty in respect of damage to, or unauthorized removal of trees, irrespective of type or size, that have been marked or indicated by the Employers Agent to be preserved, will be R5 000,00 per tree."

SERIES 2: EARTHWORKS

SECTION 201: GENERAL

DEFINITIONS

Hand excavations

ADD THE FOLLOWING:

"The classification of excavations as hand excavations will be done by the Employers Agent on site."

SURPLUS MATERIAL

Spoil sites will not be provided by the Employer.

STOCKPILING OF MATERIALS

ADD THE FOLLOWING AT THE END OF THE FIRST PARAGRAPH:

"All stockpile sites for temporary stockpiling of material will be indicated by the Employers Agent on site when necessary. The temporary stockpiling of materials will only be paid for when carried

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

out on the written instruction of the Employers Agent."

SECTION 202: TRENCHING

Measurements for certificates

Standard Specifications:

Classification of Materials Excavate

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**SPECIFICATION EMA: ENVIRONMENTAL MANAGEMENT (BASIC)****CONTENTS****Clause**

1. SCOPE.....	
2. NORMATIVE REFERENCES	
2.1 Supporting Specifications.....	
3. DEFINITIONS	
4. REQUIREMENTS	
4.1. Materials.....	
4.1.1 Materials handling, use and storage	
4.1.2 Hazardous substances.....	
4.2 Plant	
4.2.1 Ablution facilities	
4.2.2 Solid waste management.....	
4.2.3 Contaminated water	
4.2.4 Noise	
4.2.5 Fuel (petrol and diesel) and oil	
4.2.6 Equipment maintenance and storage	
4.3 Methods and procedures	
4.3.1 Method Statements	
4.3.2 Environmental awareness training	
4.3.3 Construction personnel information posters	
4.3.4 Site clearance	
4.3.5 Site division and Site demarcation	
4.3.6 Access routes/ haul roads.....	
4.3.7 Cement and concrete batching	
4.3.8 Fire control	
4.3.9 Emergency procedures	
4.3.10 Community relations	
4.3.11 Protection of natural features	
4.3.12 Protection of flora and fauna	
4.3.13 Protection of archaeological and paleontological remains	
4.3.14 Stockpiling	
4.3.15 Dust	
5. COMPLIANCE WITH REQUIREMENTS AND PENALTIES	
5.1 Compliance	
5.2 Penalties	
6. MEASUREMENT AND PAYMENT	
6.1 Basic principles	
6.1.1 General	
6.1.2 All requirements of the environmental management specification	
6.1.3 Work "required by the Specification Data"	
6.2 Billed items	
6.2.1 Method Statements: Additional work.....	
6.2.2 All requirements of the environmental management specification	
APPENDIX A: APPLICABLE STANDARDS	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**SPECIFICATION EMA: ENVIRONMENTAL MANAGEMENT (BASIC)****1. SCOPE**

This Specification covers the requirements for controlling the impact of construction activities on the environment. It contains clauses that are generally applicable to the undertaking of civil Employers Agenting works in areas where it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment.

Interpretations and variations of this Specification are set out in the Specification Data.

2. NORMATIVE REFERENCES**2.1 Supporting Specifications**

Where this Specification is required for a project the following specifications shall, inter alia, form part of the Contract Document.

- a) Specification Data;
- b) SANS 1200 Series of Standardized Specifications;
- i) SANS 1200 A , as applicable;
- c) Specification AO
- d) Construction Regulations, 2014, and e)

1Standards listed in Appendix A.

3. DEFINITIONS

For the purposes of this Specification the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions shall apply:

Environment : The surroundings within which humans exist and that are made up of:

- i) the land, water and atmosphere of the earth;
- ii) micro-organisms, plant and animal life;
- iii) any part or combination of i) and ii) and the interrelationships among and between them; and
- iv) the physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

Potentially hazardous Substance : A substance that, in the reasonable opinion of the Employers Agent, can have a deleterious effect on the environment.

Method Statement : A written submission by the Contractor to the Employers Agent in response to the Specification or a request by the Employers Agent, setting out the plant, materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Employers Agent when requesting the Method Statement, in such detail that the Employers Agent is enabled to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications.

The Method Statement shall cover applicable details with regard to:

- construction procedures,
- materials and equipment to be used,
- transportation of equipment/materials to and from site, movement of equipment/materials on site,
- storage of materials on site,
- containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur,

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- timing and location of activities,
- areas of non-compliance with the Specifications and
- any other information deemed necessary by the Employers Agent.

Reasonable : Unless the context indicates otherwise, reasonable in the opinion of the Employers Agent after he has consulted with a person, not an employee of the Employer, suitably experienced in "environmental implementation plans" and "environmental management plans" (both as defined in Act No 107,1998).

Solid waste : All solid waste, including construction debris, chemical waste, excess cement/ concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

Contaminated water : Water contaminated by the Contractor's activities, e.g. concrete water and runoff from plant/ personnel wash areas.

5. REQUIREMENTS**4.1. Materials****4.1.1 Materials handling, use and storage**

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications.

Materials shall be appropriately secured and covered to ensure safe passage between destinations. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

4.1.2 Hazardous substances

Procedures detailed in the Materials Safety Data Sheets (MSDS) shall be followed in the event of an emergency situation.

Potentially hazardous substances shall be stored, handled and disposed of as prescribed by the Employers Agent.

4.2 Plant**4.2.1 Ablution facilities**

The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are properly stored and removed from Site. Discharge of waste from toilets into the environment and burial of waste is strictly prohibited.

Washing, whether of the person or of personal effects and acts of excretion and urination are strictly prohibited other than at the facilities provided.

4.2.2 Solid waste management

The Contractor shall provide sufficient bins with lids on Site and no on-site burying, dumping or burning of any waste materials, vegetation, litter or refuse shall occur. Bins shall be emptied a minimum of once daily. The waste may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, as approved by the Employers Agent.

All solid waste shall be disposed of off-site at an approved landfill site. The Contractor shall supply the Employers Agent with a certificate of disposal.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**4.2.3 Contaminated water**

Contractor shall set up a contaminated water management system, which shall include collection facilities, as well as suitable methods of disposal of contaminated water. The Contractor shall prevent the discharge of water contaminated with any pollutants, into the environment.

The Contractor shall notify the Employers Agent immediately of any pollution incidents on Site.

The Engineer approval is required prior to the discharge of contaminated water to the Municipal sewer system.

4.2.4 Noise

The Contractor shall limit noise levels (e.g. install and maintain silencers on machinery). The provisions of SANS 1200 A Sub clause 4.1 regarding "built-up areas" shall apply to all areas within audible distance of residents whether in urban, peri-urban or rural areas. Appropriate directional and intensity settings are to be maintained on all hooters and sirens and no amplified music shall be allowed on Site other than in emergency situations.

The Contractor shall restrict any of his operations that may result in undue noise disturbance to the hours of 08:00 to 17:00 on weekdays and Saturdays. Unless otherwise agreed to with the Employers Agent.

4.2.5 Fuel (petrol and diesel) and oil

Fuel may be stored on site in an area approved by the Employers Agent. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut or in bowzers. The tanks/ bowzers shall be situated on a smooth impermeable surface (concrete or 250 µm plastic) with an earth bund (plastic must have a 5 cm layer of sand on top to prevent damage and perishing).

The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 130% of the total capacity of all the storage tanks/bowzers. Provision shall be made for refueling at the fuel storage area, by protecting the soil with 250 µm plastic covered with a minimum of a 5 cm layer of sand.

The Contractor shall prevent unauthorized access into the fuel storage area. No smoking shall be allowed within the vicinity of the fuel storage area. The Contractor shall ensure that there is adequate fire-fighting equipment at the fuel stores.

4.2.6 Equipment maintenance and storage

Leaking equipment shall be repaired immediately or removed from the Site. Where practical, maintenance of plant shall not occur on site. Where emergency maintenance is necessary, the Contractor shall ensure that this does not result in contamination of the soil or vegetation. Drip trays shall be provided in construction areas for stationary and "parked" plant as well as during emergency servicing of vehicles. Drip trays shall be inspected and emptied daily. The contents of drip trays shall be disposed of at an authorized facility. Drip trays shall be closely monitored during rain events to ensure that they do not overflow.

The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. The use of detergents for washing shall be restricted to low phosphate and nitrate containing, low sudsing-type detergents.

4.3 Methods and procedures**4.3.1 Method Statements**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Any Method Statement required by this Specification, the Employers Agent or the Specification Data shall be produced within such reasonable time as is required by this Specification, the Employers Agent or the Specification Data. The Contractor shall not commence the activity until the Method Statement has been approved. Except in the case of emergency activities, the Contractor shall allow a period of two weeks for approval of the Method Statement by the Employers Agent. Such approval shall not unreasonably be withheld.

Method Statements in respect of environmental management that shall be provided by the Contractor within 14 days of receipt of the letter of acceptance and prior to the activity covered by the Method Statement being undertaken, include:

- 1) Location and structure of the fuel storage site, including the type and volume of storage container and the design and capacity of the bund.
- 2) Solid waste (refuse) control and removal of waste from the Site, including the number, type and location of rubbish bins, the manner and frequency with which the waste will be removed from site and the disposal site.
- 3) Contaminated water management system, including an indication of the source and volume of contaminated water and how this would be disposed of.
- 4) Emergency procedures for fire, and accidental leaks and spillages of hazardous materials.

4.3.2 Environmental awareness training

Within seven days of the Commencement Date, the Contractor's site staff including foremen and site management staff shall attend an environmental awareness training course, of approximately one-hour duration. The Contractor shall liaise with the Employers Agent prior to the Commencement Date to fix a date and venue for the course. The Contractor shall provide a suitable venue with facilities as required by the Specification, Data and ensure that the specified employees attend the course.

Any new employees coming on to site after the initial training course and the Contractor's suppliers and subcontractors shall also attend this course. The Contractor shall ensure that all attendees sign an attendance register, and shall provide the Employers Agent with a copy of the attendance register the day after each course.

4.3.3 Construction personnel information posters

As required by the Specification Data, the Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with aspects of the Specifications. Such posters will be supplied by the Employers Agent and shall be erected at a location specified by the Employers Agent.

4.3.4 Site clearance

The Contractor shall ensure that the clearance of vegetation is restricted to that required to facilitate the execution of the Works. Site clearance shall occur in a planned manner, and cleared areas shall be stabilized as soon as possible. The detail of vegetation clearing shall be subject to the Engineer's approval.

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

4.3.5 Site division and Site demarcation

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. As required by the Specification Data, the Contractor shall erect and maintain permanent and/ or temporary fences of the type and in the locations directed by the Employers Agent. Such fences shall, if so specified, be erected before undertaking designated activities.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**4.3.6 Access routes/ haul roads**

On the Site, and, if so required by the Specification Data, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition such vehicles and plant shall be so routed and operated as to minimize disruption to regular users of the routes not on the Site. On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 20km/h.

Mud and sand deposited onto public roads by construction activities shall be cleared on a daily basis.

4.3.7 Cement and concrete batching

Where applicable, the location of the batching plant (including the location of cement stores, sand and aggregate stockpiles) shall be as approved by the Employers Agent. The concrete/cement batching plant shall be kept neat and clean at all times.

The batching plant shall be located on a smooth impermeable surface (plastic) and shall be bunded and sloped towards a sump to contain spillages of substances.

All wastewater resulting from batching of concrete shall be disposed of via the contaminated water management system and shall not be discharged into the environment.

Empty cement bags shall be stored in temporary weatherproof containers and shall be disposed of on a regular basis via the solid waste management system.

The Contractor shall take all reasonable measures to prevent the spillage of cement/ concrete during batching and construction operations. During pouring, the soil surface shall be protected using plastic and all visible remains of concrete shall be physically removed on completion of the cement/ concrete pour and appropriately disposed of. All spoiled and excess aggregate/cement/ concrete shall be removed and disposed of via the solid waste management system.

Where "ready-mix" concrete is used, the Contractor shall ensure that the delivery vehicles do not wash their chutes directly onto the ground. Any spillage resulting from the "ready-mix" delivery shall be immediately cleared and disposed of via the solid waste management system.

4.3.8 Fire control

No fires may be lit on site. Any fires that occur shall be reported to the Employers Agent immediately. Smoking shall not be permitted in those areas where it is a fire hazard. In terms of the Atmospheric Pollution Prevention Act (No. 45 of 1965), burning is not permitted as a disposal method.

The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and fynbos areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken.

4.3.9 Emergency procedures

The Contractor shall ensure that his employees are aware of the procedure to be followed for dealing with spills and leaks, which shall include notifying the Employers Agent and the relevant authorities. The Contractor shall ensure that the necessary materials and equipment for dealing with spills and leaks is available on Site at all times.

Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Employers Agent. In the event of a hydrocarbon spill, the source of the spillage shall be

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown and where possible be designed to encapsulate minor hydrocarbon spillage. The quantity of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill.

4.3.10 Community relations

The Contractor shall record any complaints or queries from the public, as well as the action taken in response, in the site request book. Complaints and associated responses shall be communicated to the Employers Agent on a weekly basis. The Contractor's contact details shall be posted on the site board to enable the public to telephone should they have any queries or complaints.

4.3.11 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Employers Agent. Any features affected by the Contractor in contravention of this clause shall be restored/ rehabilitated to the satisfaction of the Employers Agent.

The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

4.3.12 Protection of flora and fauna

Except to the extent necessary for the carrying out of the Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted without authorization.

Trapping, poisoning and/or shooting of animals is strictly forbidden. No domestic pets or livestock are permitted on Site.

4.3.13 Protection of archaeological and paleontological remains

The Contractor shall take reasonable precautions to prevent any person from removing or damaging any fossils, coins, articles of value or antiquity and structures and other remains of archaeological interest discovered on the Site, immediately upon discovery thereof and before removal. The Contractor shall inform the Employers Agent immediately of such a discovery and carry out the Employers Agents instructions for dealing therewith. All works within the vicinity of the discovery must cease immediately and the area shall be cordoned off until such time as the Employers Agent authorizes resumption of the works in writing.

4.3.14 Stockpiling

The Employers Agent will identify suitable sites for stockpiling. Stockpiles shall be convex in shape, shall be no higher than 2 m and shall be located so as to cause minimal disturbance.

Where required, appropriate precautions shall be taken to prevent the erosion and limit the compaction of the stockpiles. The Contractor shall ensure that all stockpiles do not cause the damming of water or run off, or is itself washed away.

4.3.15 Dust

The Contractor shall take all reasonable measures to minimize the generation of dust as a result of construction activities to the satisfaction of the Employers Agent. Appropriate dust suppression measures, e.g. dampening with water, shall be used when dust generation is unavoidable, particularly during prolonged periods of dry weather in summer. Dust suppression measures shall be agreed upon in consultation with the Employers Agent.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**5. COMPLIANCE WITH REQUIREMENTS AND PENALTIES****5.1 Compliance**

Environmental management is concerned not only with the final results of the Contractor's operations to carry out the Works but also with the control of how those operations are carried out. Tolerance with respect to environmental matters applies not only to the finished product but also to the standard of the day-to-day operations required to complete the Works.

It is thus required that the Contractor shall comply with the environmental requirements on an ongoing basis and any failure on his part to do so will entitle the Employers Agent to certify the imposition of a penalty as detailed below.

5.2 Penalties

Penalties will be issued for certain transgressions. Penalties may be issued per incident at the discretion of the Employers Agent. Such penalties will be issued in addition to any remedial costs incurred as a result of non-compliance with this Specification. The Employers Agent will inform the Contractor of the contravention and the amount of the penalty, and shall be entitled to deduct the amount from monies due under the Contract.

Penalties will be as set out in the Specification Data.

6. MEASUREMENT AND PAYMENT**6.1 Basic principles****6.1.1 General**

Except as specified below or in the Specification Data or as billed, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Bill of Quantities completed by the Contractor when submitting his tender.

6.1.2 All requirements of the environmental management specification

All work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

6.1.3 Work "required by the Specification Data"

Where a clause in this Specification includes a requirement as "required by the Specification Data", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause of the Specification Data.

6.2 Billed items**6.2.1 Method Statements: Additional work**

No separate measurement and payment will be made for the provision of Method Statements but, where the Employers Agent requires a change on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment in excess of that warranted by the Specifications, then any additional work required, provided it could not reasonably have been foreseen by an experienced contractor, shall be valued in accordance with the Clause in the General Conditions of Contract dealing with Provisional Sums.

A stated sum is provided in the Bill of Quantities to cover payment for such additional work.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**6.2.2 All requirements of the environmental management specification**

Unit: Sum

All other work not measured elsewhere, associated with complying with any requirement of the environmental management specification shall be measured as a sum. The tendered rate shall cover any cost associated with complying with the environmental management specification and shall include for all materials, labour and plant required to execute and complete the work as specified, described in the Bill of Quantities or shown on the drawing(s).

APPENDIX A: APPLICABLE STANDARDS

Reference is made to the latest issues of the following standards:

SANS 1200 A General
SANS 1200 AA General (small works)

Specification Occupational health and safety

Construction Regulations, 2014

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

APPENDIX TO THE ENVIRONMENTAL SPECIFICATION

ENVIRONMENTAL REQUIREMENTS FROM THE ENVIRONMENTAL IMPACT
ASSESSMENT

1. CONSTRUCTION PHASE

(a). Possible disturbance and/or destruction of archaeological / paleontological sites.

Mitigation:

Training construction staff beforehand in identifying archaeological / paleontological material.

- Ceasing all excavation activities at a locality immediately if it appears that a subsurface concentration of archaeological / paleontological material had been encountered and reporting it to the South African Heritage Resources Agency (Sahra) for investigation and advice on further mitigation measures to be taken.

(b). Disturbance of vegetation and destruction of the protected “Kraal aalwyn” (Aloe Claviflora), as well as small Shepherd’s Tree / “Witgatboom” (Boscia Albitrunca) specimens.

Mitigation:

- Training construction staff beforehand in identifying the protected plant species and avoiding disturbing / destructing them.
- Training construction staff beforehand in removing and translocating the protected plant species where applicable.

(c). Fuel and oil spills from construction vehicles and equipment.

Mitigation:

- Drawing up a procedure beforehand for cleaning up of fuel and oil spills and strictly enforcing it during the construction phase.
- Ensuring that vehicles are in good working order, drivers properly trained and good housekeeping rules are applied.

(d). Disturbance and destabilization of the site’s minor drainage line / watercourse and its headwater section.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**APPENDIX A: APPLICABLE STANDARDS**

Reference is made to the latest issue of the following standards:

BS 952	Glass for glazing
BS 1199	Building sands from natural sources
BS 1387	Screwed and socketed steel tubes and tubulars and plain end steel tubes suitable for welding or for screwing to BS 21 pipe threads
SANS 22	Glazed ceramic wall tiles and fittings
SANS XX	Metal ties for cavity walls
SANS 121	Hot dip galvanized coatings on fabricated iron and steel articles – Specification and test methods
SANS 226	Water taps (metallic bodies)
SANS 227	Burnt clay masonry units
SANS 248	Bituminous damp-proof courses
SANS 266	Gypsum plasterboard
SANS 460	Plain-ended solid drawn copper tubes for potable water
SANS 497	Glazed ceramic sanitary ware
SANS 523	Limes for use in buildings
SANS 542	Concrete roofing tiles
SANS 545	Wooden doors
SANS 559	Vitrified clay sewer pipes and fittings
SANS 581	Semi-flexible vinyl floor tiles
SANS 673	Mixtures of copper - chromium - arsenic compounds for timber preservatives
SANS 679	Zinc chromate primers for steel
SANS 680	Glazing putty for wooden and metal window frames
SANS 685	Fibre-cement sheets (flat and profiled)
SANS 723	Wash primer (metal etch primer)
SANS 727	Windows and doors made from rolled mild steel sections
SANS 786	Flexible vinyl flooring
SANS 791	Unplasticized poly (vinyl chloride) (PVC-U) sewer and drain pipes and pipe fittings
SANS 803	Fibre-cement boards
SANS 903	Aluminum alloy corrugated and troughed sheets
SANS 920	Steel bars for concrete reinforcement
SANS 927	Precast cobcrete kerbs, edgings and channels
SANS 929	Plywood and composite board
SANS 952	Polyolefin film for damp- and waterproofing in buildings
SANS 967	Unplasticized poly (vinyl chloride) (PVC-U) soil, waste and vent pipes and pipe fittings
SANS 1215	Concrete masonry units
SANS 1349	Phendic, aminoplastic and one-part polyurethane resin adhesives for the Lamination and finger-jointing of timber, and for furniture and joinery
SANS 1783	Sawn softwood timber
SANS 10005	The preservative treatment of timber
SANS 10062	Fixing of concrete interlocking roofing tiles
SANS 10070	The installation of resilient thermoplastic and similar flexible floor covering
SANS 10096	The manufacture of finger-jointed structural timber
SANS 10107	The design and installation of ceramic tiling
SANS 10142	The wiring of premises
SANS 50197	Cement Part 1: Composition, specifications and conformity criteria for common cements
SANS 1200 A	General
SANS 1200 AA	General (small works)

C3.7 COMMUNITY LIAISON OFFICERS & LOCAL LABOUR**COMMUNITY LIAISON OFFICERS**

The tenderer shall allow in his tender for the appointment of full time Community Liaison Officer

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

for the duration of the contract. The Liaison Officer will be introduced to the successful tenderer. Because of the fact the local labour will have to be utilized on this project, the Contractor will have to liaise with the appointed person for the necessary recruitment of labourers as well as for all other negotiations with local labourers.

UTILIZING OF LOCAL LABOUR**SKILLS REQUIRED**

CLO - Community Liaison Officer

Security Officers

Labourers for house connections

Labourers for excavations

DUTIES, TASKS AND RESPONSIBILITIES

CLO- Community Liaison Officer:

- a) Act as Liaison Officer between Community, Contractor and Employer.
- b) Identify and recruit manpower.
- c) Ensure labourers obey Contractors instructions.
- d) Terminate, retrench and discipline workers when:
 - Not obeying Contractors instructions
 - Refuse to work
 - Not reporting for work without excuse
 - Misbehave, steal, drink, intimidating, etc. during working hours
- e) Settlement of disputes.
- f) Obtain way leaves.
- g) Any other reasonable instruction required by the Contractor, Employers Agent Representative, or the Employer.

LOCAL LABOUR:

- a) Perform and execute tasks such as:
 - Digging holes
 - Digging trenches
 - Planting poles
 - Planting stays
- b) Installation and fitting of concrete palisade fence.
- c) Installation and connecting of Airdac cables.
- d) Installation and fitting of kicking pipes.
- e) Any other reasonable instructions required by the Contractor, Employers Agent Representative or Employer.

CONTRACTOR:

- a) Employ the CLO, security officers and local labour.
- b) Provide and supply all clothing, tools and materials to perform the tasks required.
- c) Manage the workforce with the assistance of the CLO to ensure that the programme to carry out the work is met.
- d) Utilize a maximum of 5 people of own employee to conduct all skilled tasks and to work as team leaders amongst the workforce, to provide training, set the standard and quality of work required and to ensure the required production rate is met.
- e) Conduct and convene meetings on a daily base to dish out work and tasks and to record progress.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- f) To ensure all safety requirements are met.
- g) Pay and remunerate the workforce on a monthly basis and record all payments with relevant signatures.

CONDITIONS OF EMPLOYMENT

- a) Obey Contractors instructions.
- b) Sign time sheets and report for work from Monday to Friday.
- c) Work overtime if required by Contractor.
- d) Working hours is 45 hours per week from 07:00 to 16:00 with 30 minutes lunch break from 12:00 to 12:30.
- e) Payment will be affected according to attendance register, with no work no pay policy.
- f) Payment will be done on the last Friday of each month at 12:00. No unemployment insurance funds will be deducted or applicable.
- g) Tax will be deducted if applicable.
- h) Payment categories:
 - CLO – R 7 500.00 per month;
 - Labourers - Compensation to be in line with Department of Labour rates;
 - PSC Members – R250.00 per sitting (only if not already receiving a stipend); or according to the attached schedule for the various activities stipulating piece work

NOTE: Preference is given to piece work.

- i) Overtime will be paid according to time plus a third.
- j) If the required progress is not met, the Contractor will have the right to strengthen his own workforce with the approval of the Employers Agent Representative.

LABOUR FORCE

The following number of people should be employed on site:

CONTRACTOR:

1 x Site agent
 1 x Foreman
 1 x Store man
 8 x Drivers
 2 x Linesmen

RESPONSIBILITY OF CONTRACTOR

It will be the responsibility of the Contractor to manage all material on site, to ensure that the installation complies with the requirements of the specification and to coordinate and supervise the manpower required for the project.

Irrespective of the manpower or subcontractors used, the Contractor will be responsible for the complete installation, all in accordance with the conditions of contract and Technical Specifications and shall provide all the plant, hand tools, etc. for execution of the works.

USING OF OWN MANPOWER

The Contractor will only be allowed to use a skeleton staff of his own. Should it prove to be impossible to identify people from the community to perform the tasks, written approval shall be obtained by the Contractor from the Employers Agent (after approval by the community) prior to utilizing his own manpower to complete the project. The Contractor's own personnel will be responsible for cable terminations, joints, stringing, connection of pole top boxes, testing of prepayment meters and ready boards, etc. The Contractor shall therefore use only skilled labour of his own workforce. All other labour shall be local labour.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**C3.8 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

1. Specific Project Information
 - 1.1 Introduction and Definitions
 - 1.2 Background to the Health and Safety Specification
 - 1.3 Purpose of the Health and Safety Specification
 - 1.4 Implementation of the Health and Safety Specification
 - 1.5 Project Details
 - 1.6 Available Drawings
 - 1.7 Project Health and Safety Requirements
 - 1.8 Interface and Restrictions by Client
 - 1.9 Safety File Return to Client
2. Further Requirements
 - 2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014
 - 2.2 Management and Supervision of Construction Work
 - 2.3 Notification of Intention to Commence Construction Work
 - 2.4 Construction Work Permit
 - 2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site
 - 2.6 Competency for Contractor's Responsible Persons
 - 2.7 Compensation of Occupational Injuries Act 130 of 1993 (COIDA)
 - 2.8 Occupational Health and Safety Policy
 - 2.9 Health and Safety Organogram
 - 2.10 Risk Assessments
 - 2.11 Health and Safety Representative(s)
 - 2.12 Health and Safety Committee
 - 2.13 Medical Certificate of Fitness
 - 2.14 Health and Safety Training
 - 2.14.1 Induction
 - 2.14.2 Awareness
 - 2.15 Competency
 - 2.16 General Record Keeping
 - 2.17 General Inspection, Monitoring and Reporting
 - 2.18 Emergency Procedures
 - 2.19 First Aid Box and First Aid Equipment
 - 2.20 Accident / Incident Reporting and Investigation
 - 2.21 Hazards and Potential Situations
 - 2.22 Occupational Health and Safety Signage
 - 2.23 Management of Contractors by Principal Contractor
 - 2.24 Stacking of Materials
 - 2.25 Housekeeping and General Safeguarding on Construction Sites
 - 2.26 Construction Vehicles and Mobile Plant
 - 2.27 Electrical Installations and Machinery on Construction Sites
 - 2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites
 - 2.29 Water Environments
 - 2.30 Fire Precautions on Construction Sites
 - 2.31 Construction Employees' Facilities
 - 2.32 Fall Protection
 - 2.33 Temporary Works
 - 2.34 Excavation
 - 2.35 Demolition Work
 - 2.36 Tunneling
 - 2.37 Scaffolding
 - 2.38 Bulk Mixing Plant
 - 2.39 Rope Access Work
 - 2.40 Hazardous Chemical Substances (HCS)
 - 2.41 Noise Induced Hearing Loss
 - 2.42 Explosives and Blasting
 - 2.43 Personal Protective Equipment (PPE)
 - 2.44 Asbestos

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- 2.45 Pressure Vessels (Including Gas Bottles)
- 2.46 Fire Extinguishers and Fire Fighting Equipment
- 2.47 Lifting Machinery and Tackle
- 2.48 Ladders and Ladder Work
- 2.49 General Machinery
- 2.50 Portable Electrical Tools
- 2.51 High Voltage Electrical Equipment
- 2.52 Public Health and Safety
- 2.53 Night Work
- 2.54 Environmental Conditions and Flora and Fauna
- 2.55 Occupational Health
- 2.56 Suspended Scaffolds
- 2.57 Material Hoists
- 2.58 Explosive Actuating Fastening Devices

Baseline Risk Assessments

Health and Safety Specification Acknowledgement Receipt

1.0 SPECIFIC PROJECT INFORMATION

1.1 INTRODUCTION AND DEFINITIONS

PLEASE NOTE THAT THE REQUIREMENTS OF THE NEW CONSTRUCTION REGULATIONS

2014 HAVE BEEN 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.

This specification is a compliance document drawn up in terms of the Occupational Health & Safety Act no 85 of 1993 (OHSA) and is therefore binding. It must be read in conjunction with all other relevant legislation. The contractor shall ensure that it familiarizes itself with the requirements of the legislation listed below, and any related legislation including bylaws, and relevant policies and procedures and that its employees and any sub- contractors comply with the same.

- The Scope of work and information required for tender process, and prior commencement of work, and bill of quantities as described elsewhere
- The Occupational Health and Safety (OSHA) (Act 83 of 1993), and all applicable regulations in terms of the OHSA
- Construction Regulations, 2014;
- National Environmental Management Waste Act (NEMWA) (Act 59 of 2008), and as amended (Act 26 of 2014);
- National Road Transport Act of 1996 (Act 93 of 1996), and as amended in 2014;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- Compensation for Occupational Injuries and Diseases Act (Act 1993);
- Basic Conditions of Employment Act (Act 75 of 1997);
- National Health Act (Act 61 of 2003), as amended in 2013
- National Regulator for Compulsory Specifications Act, (Act no.5 of 2008) (NRCS Act)
- HCS VC 8041: Compulsory specification for microbiological safety cabinets
- (Classes 1,2 and 3)
- Government Notice No. 22014 GOVERNMENT GAZETTE, 2 FEBRUARY 2000
- Second-Hand Goods Act (Act 6 of 2009)
- Municipal By-laws applicable to scope of work
- South African National Standards (SANS) applicable to decontamination,
- decommission and commissioning of Tuberculosis laboratories
- Systems with particular focus on extraction and ventilation systems

ALL REFERENCES TO CLIENT IN THIS HEALTH AND SAFETY SPECIFICATION ALSO REFER TO CLIENT AGENT, WHERE SO APPOINTED.

Definitions (as per the Construction Regulations 2014) applicable to this Health and Safety Specification:

"agent" means a competent person who acts as a representative for a client;

"Angle of repose" means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on the surface, rather than sliding or crumbling away;

"Bulk mixing plant" means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;

"Client" means any person for whom construction work is being performed for;

"competent person" means a person who has, in respect of the work or task to be performed, the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;

"Construction manager" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction site" means a work place where construction work is being performed;

"Construction supervisor" means a competent person responsible for supervising construction activities on a construction site;

"Construction vehicle" means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

"Construction work" means any work in connection with-

- the construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or
- the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil Employers Agenting structure or type of work ;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

"Construction work permit" means a document issued in terms of regulation 3;

"contractor" means an Employer who performs construction work;

"Demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

"design" in relation to any structure, includes drawings, calculations, design details and specifications

"designer" means a competent person who-

- prepares a design;
- checks and approves a design;
- arranges for a person at work under his or her control to prepare a design, including
- an employee of that person where he or she is the Employer; or
- designs temporary work, including its components;
- an architect or Employers Agent contributing to, or having overall responsibility for a design;
- a building services Employers Agent designing details for fixed plant;
- a surveyor specifying articles or drawing up specifications;
- a contractor carrying out design work as part of a design and building project;
- or
- an interior designer, shop-fitter or landscape architect;

"Excavation work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

"Explosive actuated fastening device" means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

"Fall arrest equipment" means equipment used to arrest a person in a fall, including personal equipment, a body harness, lanyards, deceleration devices, lifelines or similar equipment;

"Fall prevention equipment" means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guard-rails, screens, barricades, anchorages or similar equipment;

"Fall protection plan" means a documented plan, which includes and provides for -

- all risks relating to working from a fall risk position, considering the nature of work undertaken;
- the procedures and methods to be applied in order to eliminate the risk of falling; and
- a rescue plan and procedures;

"Fall risk" means any potential exposure to falling either from, off or into;

"Health and safety file" means a file, or other record containing the information in writing required by these Regulations;

"Health and safety plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification;

"Health and safety specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;

"Material hoist" means a hoist used to lower or raise material and equipment, excluding passengers;

"Medical certificate of fitness" means a certificate contemplated in regulation 7(8);

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

"Mobile plant" means any machinery, appliance or other similar device that can move independently, and is used for the purpose of performing construction work on a construction site;

"National Building Regulations" means the National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), and promulgated by Government Notice No. R. 2378 of 30 July 1990, as amended by Government Notices No's R. 432 of 8 March 1991, R.919 of 30 July 1999 and R. 547 of 30 May 2008;

"Person day" means one normal working shift of carrying out construction work by a person on a construction site;

"Principal contractor" means the appointed person by the Client to perform construction work;

"Professional Employers Agent or Professional Certificated Employers Agent" means a person holding registration as either a Professional Employers Agent or Professional Certificated Employers Agent in terms of the Employers Agenting Profession Act, 2000 (Act No. 46 of 2000);

"Professional Technologist" means a person holding registration as a Professional Employers Agenting Technologist in terms of the Employers Agenting Profession Act, 2000;

"Provincial director" means the provincial director as defined in regulation 1 of the General Administrative Regulations, 2003;

"scaffold" means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

"shoring" means a system used to support the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation;

"structure" means-

- any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
- any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling;

"suspended platform" means a working platform suspended from supports by means of one or more separate ropes from each support ;

"Temporary works" means any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction work;

"The Act" means the Occupational Health and Safety Act , 1993 (Act No. 85 of 1993);

"tunneling" means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral. Reference should be made to the following documentation in conjunction with this Safety Specification (including existing surveys, drawings and reports):

Tender documents and Drawings

IMPORTANT NOTE:

This Health and Safety Specification has been prepared to comply with the requirements of the Construction Regulations 2014.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**1.2 BACKGROUND TO THE HEALTH AND SAFETY SPECIFICATION**

Historically, the Construction Industry has had a poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents, accidents and injuries. In many instances poor adherence to the Act and Regulations has resulted in severe consequences for Health and Safety performance.

The Client is determined that the highest Health and Safety standards will prevail throughout the Contract and that there will be full commitment from all parties involved.

To achieve this goal the Government has prepared this Health and Safety Specification.

The Health and Safety Specification sets out guidelines and minimum levels of awareness and guidance for Health and Safety requirements for the project. Contractual responsibility for adhering to these requirements rests with the Contractors. All employees are encouraged to be pro-active in compliance.

The Government is committed to ensuring the highest Health and Safety standards for all work undertaken within the Contract(s). The project will be signed off to the Contractor which comes with its own risks and technical control, adherence to legislation, and liability. This includes the risks to the scope of work is under control of the Contractor

Contractors as Employers are fully responsible and accountable for compliance with all Health and Safety requirements.

IMPORTANT NOTE:

Compliance with the Occupational Health and Safety Act and Regulations shall not be limited to this Health and Safety Specification and definitions contained in this document.

Contractors shall be conversant with the requirements and effects of Health and Safety legislation upon their activities, in particular the Construction Regulations, 2014, and the Occupational Health and Safety Act, 1993, and to have made adequate resource in their tender submission to comply with all legislative requirements.

The Contractor's personnel will be responsible for the auditing of the implementation of the Health and Safety Specification and maintaining the document control and record systems associated with the Health and Safety Specification. The Client will conduct Health and Safety audits of the works too.

1.3 PURPOSE OF THE HEALTH AND SAFETY SPECIFICATION

The purpose of this site specific Health and Safety Specification is to comply with legal requirements and to provide health and safety information about specific project risks known by the Employer, Designer and Client's Agent to be applicable to this project. This document also provides minimum health and safety requirements, standards and expectations that the principal contractor and contractors must adhere to.

The Contractor must take into account all information in this specification and ensure that their tenders include adequate resource and competence to deal with the matters detailed herein so that all relevant contents are dealt with in a way which is in compliance with legislation and the ethical concerns for the safeguarding of employees, contractors and other persons affected by the construction activities.

The Health and Safety Specification will be implemented during construction of the works and any construction activity that the Client has control over.

This will also assist in ensuring that all the costs related to the compliance with Occupational Health Act 85 of 1993 and the Construction Regulations 2014, as well as this Health and Safety Specification, are taken into consideration at Tender stage.

No advice, approval of any document required by the Health and Safety Specification such as hazard identification and risk assessment action plans or any other form shall be construed as an

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

acceptance by the Client of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements.

Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the Health and Safety Specification unless the Employer has issued an instruction to any requirement, i.e. the Contractor remains responsible for achieving the required performance levels.

1.4 IMPLEMENTATION OF THE HEALTH AND SAFETY SPECIFICATION

This Health and Safety Specification forms an integral part of the Contract, and Contractors shall make it an integral part of their Contracts with Sub Contractors and Suppliers. Contractors employed by the Client are to ensure that the provisions of the Health and Safety Specification are applied both on the site and in respect of all off site activities relating to the project, in particular in transport activities and project dedicated off site fabrication works.

The Contractor shall enforce the provisions of the Health and Safety Specification amongst all sub-contractors and suppliers for the project.

The Contractor shall sign the acknowledgment on the last page of this safety specification that he/she has familiarized him/herself with the content of the Health and Safety Specification and shall comply with all obligations in respect thereof.

The successful Contractor will be required to compile a Health and Safety Plan based on the requirements of the Occupational Health Act 85 of 1993 and legislation associated with scope of works and work environment, and these Specifications, which will need to be approved by Client prior to commencement with construction work.

1.4.1 Duties of the Employer's health and safety representative

In terms of the Construction Regulations 2014 the Employer (or the Employer's representative, where appointed) has legal duties. Where an Agent (refer to "definitions" section of this document) is appointed in terms of this project, these Health and Safety duties assigned will also apply.

All references to "Employer" will apply to their appointed "Employer's representative", where so appointed, in this Health and Safety Specification.

The Employer's representative must:

- Prepare a baseline risk assessment for the construction work
- Prepare a suitable, sufficiently documented and coherent site specific Health and Safety specification for the intended construction work, based on the baseline risk assessment
- Include the health and safety specification in the tender documents
- Ensure that potential principal contractors submitting tenders have made adequate provision for the cost of health and safety measures
- Ensure that the principal contractor to be appointed has the necessary competencies and resources to carry out the construction work safely
- Take reasonable steps to ensure co-operation between all contractors appointed by the client to enable each of those contractors to comply with the regulations
- Ensure, before work commences, that every principal contractor is registered and in good standing with the compensation fund, or with a licensed compensation insurer as contemplated in the Compensation for Occupational injuries and Diseases Act, 1993 (Act no 130 of 1993)
- Appoint each principal contractor in writing for the project, or part thereof
- Discuss and negotiate with the principal contractor the contents of the principal contractor's safety plan and thereafter finally approve that plan for implementation
- Ensure that a copy of the principal contractor's health and safety plan is implemented and maintained
- Ensure that periodic health and safety audits and document verification are conducted at

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days

- Ensure that a copy of the health and safety audit report is provided to the principal contractor within 7 days after the audit
- Stop any contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the principal contractor's health and safety plan for site
- Where changes are brought about to the design or construction work, make sufficient health and safety information and appropriate resources available to the principal contractor to execute the work safely
- Ensure that the health and safety file is kept and maintained by the principal contractor.
- Where the client requires additional work to be performed as a result of a design change or error in construction due to the actions of the client, the client must ensure that sufficient safety information and appropriate additional resources are available to execute the required work safely.
- Where more than one principal contractor is appointed, the client must take reasonable steps to ensure cooperation between all principal contractors and contractors to ensure compliance with the Regulations
- Where the Employer has appointed a Employer's representative for the project, their details for this project are contained in the Project Directory section of this health and safety specification.

1.4.2 Designer Duties

It must be noted that the Designer also has Health and Safety duties assigned in terms of the Construction Regulations. Where the contractor fulfils a design function in terms of this project (refer to "definitions" section of this document), these duties will also apply. Please refer to Regulation 6 of the Construction Regulations 2014.

Please note that the designer of temporary works must ensure that:

- all temporary works are adequately designed so that it will be capable of supporting all anticipated vertical and lateral loads that may be applied;
- the designs of temporary works are done with close reference to the structural design drawings issued by the contractor, and in the event of any uncertainty consult the contractor;
- all drawings and calculations pertaining to the design of temporary works are kept at the office of the temporary works designer and are made available on request by an inspector; and
- the loads caused by the temporary works and any imposed loads are clearly indicated in the design.

1.5 PROJECT DETAILS**Description of Works**

Nala Local Municipality intends to: Upgrade and refurbish the existing sports facility in Kgotsong Township to improve and encourage local Communities to play sports. This contract covers a portion of the civil works and general building services.

C3.1.2. DESCRIPTION OF THE WORK

This description of the works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Appointment: SAFETY OFFICER

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector (SACPCMP) and has necessary competencies and resources to assist the contractor

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**2.0 FURTHER REQUIREMENTS****2.1 Duties of Principal Contractor / Contractor in terms of Construction Regulations 2014**

A Principal Contractor must:

- provide and demonstrate to the Employer a suitable, sufficiently documented and coherent site specific health and safety plan, based on the Employer's documented health and safety specifications, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the principal contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, the client's
- agent or a contractor; and
- on appointing any other contractor, in order to ensure compliance with the provisions of the Act –
- provide contractors who are tendering to perform construction work for the principal contractor, with the relevant sections of the health and safety specifications pertaining to the construction work which has to be performed;
- ensure that potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process;
- ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely;
- ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 130 of 1993;
- appoint each contractor in writing for the part of the project on the construction site
- take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- where changes are brought about to the design and construction, make available sufficient health and safety information and appropriate resources to the contractor to execute the work safely;
- discuss and negotiate with the contractor the contents of their health and safety plan and finally approve that plan for implementation;
- ensure that a copy of both the principal contractor and contractor's health and safety plan is available on request to an employee, an inspector, a contractor, the client or the client's agent;
- hand over a consolidated health and safety file, hardcopy and CD to the client upon completion of the construction work, to include a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- in addition to the documentation required in the health and safety file include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done;
- ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.
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A contractor must prior to performing any construction work-

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- provide and demonstrate to the Employer's agent a suitable and sufficiently documented health and safety plan, based on the relevant sections of the Employer's health and safety specification and provided by the principal contractor, which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the contractor as work progresses;
- open and keep on site a health and safety file, which must include all documentation required in terms of the Act and these Regulations, and which must be made available on request to an inspector, the client, the client's agent or the principal contractor;
- before appointing another contractor to perform construction work be reasonably satisfied that the contractor that he or she intends to appoint has the necessary competencies and resources to perform the construction work safely;
- co-operate with the Employer's agent as far as is necessary to enable each of them to comply with the provisions of the Act;
- as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work, any person who might be affected by the work of such a person at work, or which might justify a review of the health and safety plan.

Where a contractor appoints another sub-contractor to perform construction work, the duties that apply to the main contractor will apply to the sub-contractor as if he or she were the main contractor.

A main contractor must take reasonable steps to ensure co-operation between all sub-contractors appointed by the main contractor to enable each of those contractors to comply with these Regulations.

No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. A contractor must ensure that all visitors to a construction site undergo health and safety induction pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A contractor must always keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the Employer, the Employer's agent, or the main contractor.

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3 (a template of which can be found in the Construction Regulations, 2014).

2.2 Management and Supervision of Construction Work

A principal contractor must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor.

A principal contractor must upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in his or her management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers, or, in the opinion of an inspector, a sufficient number of such assistant construction managers have not

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector, and those assistant construction managers must be regarded as having been appointed.

No construction manager appointed in terms of the Regulations may manage any construction work on or in any construction site other than the site in respect of which he or she has been appointed.

A contractor must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No contractor may appoint a construction health and safety officer to assist in the control of health and safety related aspects on the site unless he or she is reasonably satisfied that the construction health and safety officer that he or she intends to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the contractor

A construction manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor, and every such employee has, to the extent clearly defined by the contractor in the letter of appointment, the same duties as the construction supervisor:

Provided that the designation of such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties.

Where the contractor has not appointed such an employee, or, in the opinion of an inspector, a sufficient number of such employees have not been appointed, that inspector must instruct the Employer to appoint the number of employees indicated by the inspector.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that if a sufficient number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

2.3 Notification of Intention to Commence Construction Work

The Contractor shall notify the Provincial Director of the Department of Labour of the intention to commence construction work at least 7 days prior to the works commencing if the intended construction work will:

- Include excavation work
- Include work at height where there is a risk of falling
- Include the demolition of a structure, or
- Include the use of explosives to perform construction work.

This must be done on a form similar to an Annexure 2 (template of which can be found in the Construction Regulations, 2014). A copy of the notification letter to the Provincial Director shall be forwarded to the Client for record purposes.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**2.4 Construction Work Permit - Not applicable**

It must be noted that from August 2015 certain projects will require a construction work permit to be applied for at least 30 days prior to the work being carried out:

- Works contract value is equal to or exceeding R130 million or Construction Industry Grading Board (CIDB) grading level 9

It is the client's responsibility to apply for this permit from the Provincial Director and construction work may not commence until the permit has been issued by the Provincial Director.

A copy of this permit will be required to be kept in the principal contractor's safety file, and the site specific number issued by the Provincial Director must be displayed at the site entrance.

2.5 Assignment of Contractor's Responsible Persons to Manage Health and Safety on Site

The Contractor shall submit management and supervisory appointments as well as any relevant appointments in writing (as stipulated by the Construction Regulations 2014 and the Occupational Safety and Health Act 1993), prior to commencement of work.

2.6 Competency for Contractor's Responsible Persons

The Contractor's responsible persons shall be competent in health and safety and be familiar with the Occupational Health and Safety Act 1993, and applicable regulations. Valid proof of pertinent health and safety courses attended by such persons will be required to be presented to the Employer.

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

The successful Contractor shall submit to the Employer a valid letter of good standing with the Compensation Insurer prior to appointment.

2.8 Occupational Health and Safety Policy

The Contractor shall submit their Health and Safety Policy, prior to construction commencement, signed by the Chief Executive Officer. The Policy must outline objectives and how they will be achieved and implemented within the company operations.

2.9 Health and Safety Organogram

The Contractor shall submit an organogram, prior to construction commencement, outlining the Health and Safety Site Team that will be assigned to the project, if successful with the tender. In cases where appointments have not been made, the organogram shall reflect the position. The organogram shall be updated, when there is a change in the site team.

2.10 Risk Assessments**Baseline Risk Assessment**

The Client shall cause a baseline risk assessment to be conducted by a competent person before the design process and tender process commence, and the assessed risks shall form part of the health and safety specifications.

The Contractor must, before commencement of any construction work, and during construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site and must include:

- The identification of the risks and hazards to which persons may be exposed to;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- An analysis and evaluation of the risks and hazards identified; based on a documented method
- A documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards that
- have been identified;
- A monitoring plan; and
- A review plan

The Contractor must ensure that, as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in a risk assessment.

The Contractor must ensure that all employees under his control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and/or control measures before any work commences and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

The Principal Contractor must ensure that all contractors are informed regarding any hazard that is stipulated in the risk assessment before any work commences and thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

The Contractor must consult with the health and safety committee or with a representative trade union or representative group of employees if no health and safety committee exists, on the monitoring and review of the risk assessments for the site.

The Contractor must ensure that copies of risk assessment for this site are available on site for inspection purposes by interested parties (inspector, the Employer, Employer's agent, any contractor, any employee, a representative trade union, a health and safety representative or safety committee member.

A Contractor must review the relevant risk assessment where changes are effected to the design and/or construction that result in a change to the risk profile, or when an incident has occurred.

Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk, the equipment or clothing to be used must be SANS approved.

In general the Contractor must ensure that the Risk Assessment involves identifying the hazards present in a work activity on site. This is followed by an evaluation of the extent of the risk involved taking into account those precautions already being taken.

The following general principle should be followed when conducting a risk assessment:

- All relevant risks and/or hazards should be systematically addressed;
- The risk assessment should address what actually happens in the workplace during the work activity;
- All employees and those who may be affected must be considered, including maintenance staff, security guards, visitors and subcontractors;
- The risk assessment should highlight those groups and individuals who may be required to work alone or who have disabilities;
- The risk assessment process should take into account the existing safety measures and controls.
- The level of detail on a risk assessment should be appropriate to the level of risk.

2.11 Health and Safety Representative(s)

The Contractor shall ensure that Health and Safety Representative(s) is/are elected and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative shall carry out regular inspections, keep records and report to the supervisor to take appropriate action. He / she shall attend Health and Safety Committee Meetings. The Health and Safety Representative shall be part of the team that will investigate incidents, accidents and non-conformances.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**2.12 Health and Safety Committee**

Where two or more health and safety representatives have been appointed on site, the Contractor shall ensure that monthly health and safety meetings are held with such representatives and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Health and Safety Committee Chairperson.

Minutes of these meetings must be available for the employees of the contractor to refer to.

2.13 Medical Certificate of Fitness

The contractor must ensure that their employees on site have a valid medical certificate of fitness, specific to the construction work being performed, issued by an occupational health practitioner in the form of an Annexure 3 template (refer to the Construction Regulations 2014 on the Department of Labour website for a sample of this form).

2.14 Health and Safety Training

The Contractor shall quarterly conduct a training needs analysis to ascertain what health and safety training is required. A plan of action should be devised and forwarded to the Employer for records. Once the identified people have attended the training, the Contractor must provide the Employer with copies of certificates obtained.

2.14.1 Induction

No Contractor may allow or permit any employee or person to enter site unless they have undergone health and safety induction training pertaining to the hazards prevalent on site at the time of entry. This includes visitors to site.

The Contractor must ensure that visitors to site have the necessary protective equipment (PPE). A copy of attendance registers of all employees who attend inductions shall be kept.

2.14.2 Awareness

The Contractor shall conduct periodic toolbox talks on site, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be signed by all attendees. This record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.

2.15 Competency

After the Contractor has identified the training to be conducted as part of the competency requirement, and based on Risk Assessment, he shall send the relevant persons on appropriate courses and keep certificates of training for reference. Familiarity with the Health and Safety Act and Regulations is an integral part of the definition of competence.

2.16 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Health and Safety Specification and the Occupational Health and Safety Act. The contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the Employer, or the Department of Labour's Inspectors.

2.17 General Inspection, Monitoring and Reporting

The Contractor shall carry out inspections as required by this Health and Safety Specification, as

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

well as by health and safety legislation.

2.18 Emergency Procedures

The Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following:

- List of key personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, dangers as a result of riot / service deliver protests / intimidation, etc. The Contractor shall advise the Employer in writing of any on-site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

2.19 First Aid Box and First Aid Equipment

The Contractor shall provide first aid box/es and appoint, in writing, First Aider(s) for this project in line with the results of the Contractor's risk assessment for the project, this health and safety specification as well as the provisions of the General Safety Regulations. The appointed First Aider(s) are to be sent for accredited first aid training before starting on site. Valid certificates are to be kept on site. First Aid box/es must be adequately stocked at all time, accessible and be controlled by a qualified First Aider. If required by the Client, the Contractor shall have a stretcher on site to be used in case of a serious incident.

2.20 Accident / Incident Reporting and Investigation

The Contractor shall, in addition to the prescribed requirements of the Occupational Health and Safety Act and General Safety Regulations, investigate, record and report all Section 24 reportable incidents to the Employer within 24 hours of the incident occurring. Incident investigations shall be conducted by the Contractor's appointed Accident Investigator – this Investigator must be a competent person or persons who have sufficient knowledge to carry out an investigation.

In the event of a fatality or a permanent disabling injury the Contractor must submit proof of reporting of incident to Department of Labour as well as proof of preventative measures to the Employer. The Client reserves the right to conduct investigations into any incidents that they deem fit and the Contractor is required to provide full co-operation in this regard.

2.21 Hazards and Potential Situations

The Contractor shall immediately notify other Contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.22 Occupational Health and Safety Signage

The Contractor shall ascertain and provide adequate on site health and safety signage. This signage shall include, but shall not be limited to, Hard Hat / Helmet Area; Safety Shoes to be worn on site; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Plugs / Muffs to be worn where there might be noise exposure over 85 db; Gloves; Safety Goggles; Safety Harness, Workers in Excavation, traffic management, etc. In addition, the appropriate over coats, masks , eye protection / face shield to be worn during decontamination, decommissioning and commissioning procedures protecting them from toxic, oxidizing, flammable and corrosive chemicals, as well as TB bacilli. The Contractor shall be responsible to maintain the quality and replacement of signage.

2.23 Management of Contractors by Principal Contractor

The Principal Contractor shall ensure that all contractors under his control are complying with the respective Health and Safety Plans, as well as Health and Safety Legislation.

2.24 Stacking of Materials

In addition to the provisions for the stacking of articles in the General Safety Regulations, 2003, the contractor must ensure that –

- a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- adequate storage areas are provided;
- there are demarcated storage areas; and
- storage areas are kept neat and under control.

2.25 Housekeeping and General Safeguarding on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2XX1 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including-

- the proper storage of materials and equipment;
- the removal of scrap, waste and debris at appropriate intervals;
- ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
- ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in the regulations;
- ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to
- prevent the entry of unauthorized persons; and
- ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off
- the danger area if work is being performed above such entrance, passageway,
- or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.26 Construction Vehicles and Mobile Plant

- A contractor must ensure that all construction vehicles and mobile plant-
- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by a person who-
- has received appropriate training, is certified competent and in possession of proof of competency and is authorized in writing to operate those construction vehicles and mobile plant;
- has a medical certificate of fitness to operate those construction vehicles and mobile plant, issued by an occupational health practitioner in the form of Annexure 3.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- have safe and suitable means of access and egress;
- are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guard-rails and crash barriers;
- are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- are equipped with an acoustic warning device which can be activated by the operator;
- are equipped with an automatic acoustic reversing alarm; and
- are inspected by the authorized operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant.

A contractor must ensure that-

- no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- the traffic routes are suitable for the persons, construction vehicles or mobile plant using them, are sufficient in number, in suitable positions and of sufficient size;
- every traffic route is, where necessary, indicated by suitable signs;
- all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where work is in progress, have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
- all construction vehicles or mobile plant when not in use, have buckets, booms or similar appendages, fully lowered or blocked, controls in a neutral position, motors stopped, wheels chocked, brakes set and ignition secured;
- whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- tools, material and equipment are secured and separated by means of a physical barrier in order to prevent movement when transported in the same compartment with employees;
- vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
- all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirements of the National Road Traffic Act, 1996.

2.27 Electrical Installations and Machinery on Construction Sites

A contractor must, in addition to compliance with the Electrical Installation Regulations and the Electrical Machinery Regulations, ensure that –

- before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites; the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;
- all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**2.28 Use and Temporary Storage of Flammable Liquids on Construction Sites**

A contractor must, in addition to compliance with the provisions for the use and storage of flammable liquids in the General Safety Regulations, 2003, ensure that –

- where flammable liquids are being used, applied or stored at the workplace concerned, it is done in a manner that does not cause a fire or explosion hazard, and that the workplace is effectively ventilated;
- no person smokes in any place in which flammable liquid is used or stored, and the contractor must affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;
- an adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;
- only the quantity of flammable liquid needed for work on one day is taken out of the store for use;
- all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, are removed from the construction site and safely disposed of;
- where flammable liquids are decanted, the metal containers are bonded and earthed; and
- no flammable material, including cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids

2.29 Water environments

Not applicable to this project.

2.30 Fire precautions on Construction Sites

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, ensure that

- all appropriate measures are taken to avoid the risk of fire;
- sufficient and suitable storage is provided for flammable liquids, solids and gases;
- smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- in confined spaces and other places in which flammable gases, vapours or dust can cause danger;
- only suitably protected electrical installations and equipment, including portable lights, are used;
- there are no flames or similar means of ignition;
- there are conspicuous notices prohibiting smoking;
- oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and adequate ventilation is provided;
- combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;
- suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;
- the fire equipment contemplated above is inspected by a competent person, who has been appointed in writing for that purpose, in the manner indicated by the manufacturer thereof;
- a sufficient number of workers are trained in the use of fire- extinguishing equipment;
- where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;
- the means of escape is kept clear at all times;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- there is an effective evacuation plan providing for all –
 - persons to be evacuated speedily without panic;
 - persons to be accounted for; and
 - plant and processes to be shut down; and
- a siren is installed and sounded in the event of a fire.

2.31 Construction Employees' Facilities

A contractor must, in terms of the Construction Regulations 2014, provide:

- Shower facilities after consultation with the employees or employee's representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex;
- and sheltered eating area.

A contractor must provide reasonable and suitable living accommodation for the workers at construction sites who are far removed from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.32 Fall protection -

Not applicable to this project.

2.33 Temporary works

Not applicable to this project.

2.34 Excavation

A contractor must ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose; and evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins. Comply with the rest of these regulations.

2.35 Demolition Work

Not applicable to this project.

2.36 Tunneling

Not applicable to this project.

2.37 Scaffolding

Not applicable to this project.

2.38 Bulk mixing plant

Not applicable to this project.

2.39 Rope Access Work

Not applicable to this project.

2.40 Hazardous Chemical Substances (HCS)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:

- Material Safety Data Sheets (MSDS"s) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. All MSDS"s shall be available for inspection by the agent at all times.
- Risk assessments are done at least once every 6 months.
- Exposure monitoring is done according to OESSM and by an Approved
- Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
- How the relevant HCS"s are being/going to be controlled by referring to:
 - Limiting the amount of HCS
 - Limiting the number of employees
 - Limiting the period of exposure
 - Substituting the HCS
- Using Employers Agenting controls
- Using appropriate written work procedures
- The correct PPE is being used.
- HCS are stored and transported according to SANS 072 and 02XX.
- Training with regards to these regulations was given.

The Health and Safety plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).

The First Aider must be made aware of the MSDS and trained in how to treat HCS incidents appropriately.

PLEASE NOTE THAT THIS PREMISES CONTAINS HAZARDOUS CHEMICAL SUBSTANCES AND HAZARDOUS BIOLOGICAL AGENTS THAT WILL BE REQUIRED TO BE DECONTAMINATED BY THE CONTRACTOR, AND DISPOSED OF IN ACCORDANCE WITH WASTE MANAGEMENT REGULATIONS AND THE CLIENT'S REQUIREMENTS, AND ALL NECESSARY CERTIFICATION HANDED OVER TO THE CLIENT TO PROVIDE PROOF THEREOF.

2.41 Noise Induced Hearing Loss

Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan:

- Proof of training with regards to these regulations.
- Risk assessment done within 1 month of commencement of work.
- That monitoring carried out by an AIA and done according to SANS 083.
- Medical surveillance programme established and maintained for the necessary employees.
- Control of noise by referring to:
 - Employers Agenting methods considered
 - Admin control (number of employees exposed) considered
 - Personal protective equipment considered/decided on
 - Describe how records are going to be kept for 40 years.

2.42 Explosives and Blasting

Not applicable to this project.

2.43 Personal Protective Equipment (PPE)

The Contractor shall carry out PPE or clothing needs analysis in accordance with his risk

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

assessment, to determine the necessary PPE or clothing to be used during construction. The Contractor shall make provision and keep adequate quantities of SANS approved PPE or clothing on site at all times.

The Contractor must ensure that personnel are trained in the correct use of PPE to be used.

The Contractor must ensure that lost, stolen, worn out or damaged PPE is replaced as required and receipt signed for by employees on site. (See also section 2.22)

2.44 Asbestos

Contractor to note that this is not thought to be applicable to this project but it cannot be said to be a qualified statement due to the age of the building. If the contractor comes into contact with any materials or substances that could be thought to contain asbestos then the project management team must be notified immediately and work halted in the area until the legal requirements are in place. Only contractors registered with Department of Labour as asbestos registered contractors may work with asbestos.

2.45 Pressure Vessels (Including Gas Bottles)

The Principal Contractor and all relevant Contractors shall comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing
- Inspect equipment regularly and keep records of inspections
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand
- Provided the compressed air lance with a dead man's handle or similar device to ensure that it does not injure any one when it is dropped accidentally when under pressure.

2.46 Fire Extinguishers and Fire Fighting Equipment

The Contractor shall provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor shall keep spare serviced portable fire extinguishers. The Contractor shall have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage shall be posted up in all areas where fire extinguishers are located.

2.47 Lifting Machinery and Tackle

The Contractor shall ensure that lifting machinery and tackle is inspected before use and on a monthly basis. The Contractor shall have lifting machinery and tackle inspector who will inspect the equipment at intervals required by the Driven Machinery Regulations, taking into account that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- Thorough examinations are carried out by competent personnel at the frequencies required by legislation
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.48 Ladders and Ladder work

The Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that aluminum ladders are preferred to wooden ladders.

2.49 General Machinery

The Contractor shall comply with the Driven Machinery Regulations, which include inspecting

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.50 Portable Electrical Tools

The Contractor shall ensure that use and storage of all explosive actuating fastening devices and portable electrical tools are in compliance with relevant legislation.

The Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorized persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.51 High Voltage Electrical Equipment

The Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment the Electrical Installation Regulations, together with safety instructions (Regulations of the Owner of the Equipment) are complied with. Such equipment includes:

- Eskom and the Local Authority equipment
- The Contractor's own power supply; and
- Electrical equipment being installed but not yet taken over from a Contractor by The Client.

2.52 Public Health and Safety

The Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage shall be posted at all times.

2.53 Night Work

Not applicable to this project.

2.54 Environmental Conditions and Flora and Fauna

The Contractor must be mindful of adverse weather conditions upon the health and safety of the workforce. This includes inclement weather, strong wind, heat stress, extreme cold, etc. The Contractor's risk assessment process must take into account the risks associated with such weather conditions. The same is true when working in an environment where there is a risk to employees' health and safety from presence of poisonous flora, or wildlife (including bees, snakes, etc). The Contractor's risk assessment process must take these risks into account.

2.55 Occupational Health

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks.

The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing e.g. cement dust; contaminated air-borne droplets and filters; chemicals fumes
- Ingestion through swallowing maybe through food intake; unhygienic practices, and handling of contaminated filters and materials
- Absorption through the skin (pores) e.g. painting or use of thinners; chemicals used during decontamination.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

The contractor is required to ensure that all his personnel are medically fit prior to being allowed onto the work site.

All Contractors should ensure that Occupational Hygiene surveys are conducted as per the Occupational Health and Safety Act to ensure employees are not exposed to hazards. Risk Assessments should identify areas where surveys are to be conducted.

2.56 Suspended Platforms

Not applicable to this project.

2.57 Material Hoists

Not applicable to this project.

2.58 Explosive Actuated Fastening Device

The Principal Contractor shall ensure that use and storage of all explosive actuated fastening devices and portable electrical tools are in compliance with relevant legislation. The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order.

Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall consider the following:

- A competent person undertakes routine inspections and records are kept;
- Only authorized trained persons use the tools;
- The safe working procedures apply;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.
- Signs to be posted up in the areas where explosive actuated fastening devices are being used.

2.59 Public and Site Visitor Health and Safety

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

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the contractor's activities. Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these inductions must be kept on site in accordance with the Construction Regulations.

2.60 PERMITS

Permits may be required for certain activities and these are not limited to but may include the following:

- Use of Explosives and Blasting
- Work for which a fall prevention plan is required
- Removal of asbestos materials.
- Disposal of (old type) fire detectors with radioactive elements.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- Decanting/handling of Ammonia.

If and where applicable, the Employer will issue to the Principal Contractor, permits and log books (which log books shall thereafter be kept up to date by the Principal Contractor. All of the above are to be documented in the H&S plan.

2.61 Lockout Systems - Electrical

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

2.62 Hot Works

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987 and Construction Regulations 2014, ensure that- welding, flame cutting and other hot work are done only after appropriate precautions have been taken to reduce the risk of fire;

2.63 Hired Plant and machinery

The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (February 2014) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file. All relevant Contractors must ensure the same.

2.64 Transport of Workers

The Principal Contractor and other Contractors shall not:

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

2.65 Welfare Facilities

A contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:

(c) at least one shower facility for every 15 workers; (b) at least one sanitary facility for every 30 workers;

(d) changing facilities for each sex; and

(e) sheltered eating areas.

A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

2.66 Alcohol and Other Drugs

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- An Employer or a user, as the case may be, shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.
- No person at a workplace shall be under the influence of or have in his possession or partake of or offer any other person intoxicating liquor or drugs.
- An Employer or user, as the case may be, shall in the case where a person is taking medicines, only allow such person to perform duties at the workplace if the side effects of such medicine do not institute a threat to the health or safety of the person concerned or other persons at such workplace.

2.7 Copy of the Act and Regulations

Every Employer with five or more persons in his employ shall have a copy of the Act and the relevant regulations readily available at the work place: Provided that, where the total number of employees is less than five, the Employer shall, on request of an employee, make a copy of the Act available to that employee.

2.8 Other Acts and Laws that may apply

The contractors attention is directed to the following Acts that may be applicable and must be adhered to at all times. It is the contractor's responsibility to become conversant with the requirements applicable in these laws:

Compensation for Occupational Injuries and Diseases ACT 130 of 1993, Water Act No. 54 of 1956, and Atmospheric Pollution Prevention Act No. 45 of 1965, Occupational Health and Safety Act No. 85 of 1993, Environmental Conservation Act No. 73 of 1989. Hazardous Substances Act No.15 of 1973, National Building Regulations and Building Standards Act No.103 of 1977, National Environmental Management Act No. 107 of 1998, National Road Traffic Act No. 93 of 1996, National Water Act No. 36 of 1998, Relevant By-laws.

2.9 ACCEPTANCE OF CONDITIONS OF THESE SPECIFICATIONS

- The contractor must provide a certified copy of his Public Liability insurance when signing this document.

I, _____ the Contractor, do hereby declare that my company acknowledge having read and understood the conditions contained in this legal document and furthermore we agree and accept to abide by the conditions and requirements of the act.

SIGNATURE CONTRACTOR: _____ DATE: _____

SIGNATURE WITNESS: _____ PRINT NAME: _____

AGENT ACTING ON BEHALF OF THE EMPLOYER: _____

NAME: _____ DATE: _____

SIGNATURE: _____

SIGNATURE WITNESS: _____

PRINT NAME: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

INDEMNIFICATION

The Contractor hereby certifies that all contracting workmen recognize the inherent hazards that exist on the premises / property / site of (Employer’s detail and site address) and that the Contractor;

- enters the property entirely at his/her own risk and therefore the Contractor waives any claim of whatsoever nature against , (Employer) its employees, agents and/or mandatories in respect of any loss, damage and/or injury whether same is the result of any negligent act or omission on the part of (contractor), it’s employees, agents and/or
- mandatories or other independent Contractors or by a third person or by way of defective equipment or materials supplied by the company, and further the Contractor;
- Hereby indemnifies (Employer, its employees, agents and/or mandatories against any claims from the Contractor’s employees and/or from any other person, arising and being caused in the manner set out above

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION & LOCALITY PLAN249

C4.2 DRAWINGS.....250

C4.1 SITE INFORMATION & LOCALITY PLAN

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**SITE INFORMATION:**

The proposed site is located within the Nala Local Municipality in the Free State Province, South Africa.

Wesselsbron is a maize farming town situated in the Lejweleputswa District Municipality of the Free State province.

Site co-ordinates for the different areas are:

AREA	LONGITUDE	LATITUDE
Monyakeng	E 27°50'00,76" "	S 26°22'5,90"

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

APPENDIX A

DRAWINGS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

APPENDIX B

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

APPENDIX "B"**NALA LOCAL MUNICIPALITY****SAFETY SPECIFICATION CONSTRUCTION HEALTH AND SAFETY**

1	INTRODUCTION AND BACKGROUND	D.2
2	CONSTRUCTION HEALTH AND SAFETY SPECIFICATION	D.2
	2.1 Scope	D.2
	2.2 Interpretations	D.2
	2.3 Minimum Administrative Requirements	D.2
	2.4 Physical Requirements	D.6
	2.5 Plant and Machinery	D.7
	2.6 Occupational Health	D.9
Appendix "DA"	- TASK COMPLETION FORM	D.10
Appendix "DB"	- PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS	D.11
Appendix "DC"	- OTHER REQUIREMENTS	D.12
Appendix "DD"	- RISK ASSESSMENT	D.13

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY
SAFETY SPECIFICATION : CONSTRUCTION HEALTH AND SAFETY

1. INTRODUCTION AND BACKGROUND**1 Background to the Construction Health and Safety Specification**

The Construction Regulations which was promulgated in July 2003 place the onus on the Client to prepare a construction health and safety specification highlighting all risks not successfully eliminated during design.

1.2 Purpose of the Construction Health and Safety Specification

To assist the Contractor in complying with the Occupational Health and Safety Act No. 85 of 1983 and in particular, the Construction Regulations (July 2003) in order to reduce incidents and injuries. This construction specification shall act as the basis for the drafting of a construction phase health and safety plan.

The construction specification sets out the requirements to be followed by the Principal Contractor and any other Contractors so that the health and safety of all persons potentially at risk may receive the same priority as other facets of the project e.g. cost, programme, environment, etc.

1.3 Implementation of the Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at the pre-tender phase when drawing up its project-specific construction phase health and safety plan. The Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn, prepare health and safety plans relating to their operations.

2. CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**2.1 Scope**

This specification covers the requirements for eliminating and mitigating incidents and injuries under the particular project.

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

2.2 Interpretations**2.2.1 Application**

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

2.2.2 Definitions

The definitions as listed in the Occupational Health and Safety Act No. 85 of 1983 (hereinafter referred to as the **OHS Act**) and Construction Regulations (July 1993) shall apply.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

2.3 Minimum Administrative Requirements**2.3.1 Notification of Intention to Commence Construction Works**

The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Client on appointment

2.3.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site

The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the Occupational Health and Safety Act Construction regulations), prior to commencement of work. Proof of competency must be included. See **Appendix "1B"**.

2.3.3 Competency of Contractor's Appointed Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (July 2003). Proof of competence for the various appointments must be included.

2.3.4 Compensation of Occupational Injuries and Diseases Act 103 of 1983 (COIDA)

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

2.3.5 Occupational Health and Safety Policy

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

2.3.6 Health and Safety Organogram

The Principal Contractor and all Contractors shall submit an organogram, outlining the Health and Safety Management Structure including the relevant appointments / competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

2.3.7 Preliminary and Progress Hazzard Identification and Risk Assessment

The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client. The risk assessment must include:-

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

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

2.3.8 Health and Safety Representatives

The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The Health and Safety Representative(s) shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health and safety meetings.

2.3.9 Health and Safety Committees

The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person. All Contractors' Responsible Persons and Health and Safety Representatives shall attend the monthly health and safety meetings. Contractors shall also have their own internal health and safety committees in accordance with the OHS Act and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

2.3.10 Health and Safety Training**2.3.10.1 Induction:**

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health and safety file. A suitable venue must be supplied to house this training. All Contractors have to comply with this minimum requirement.

2.3.10.2 Awareness:

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

2.3.10.2 Competency:

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

2.3.11 General Record Keeping

The Principal Contractor and all Contractors shall keep and maintain health and safety records to demonstrate compliance with this Specification, with the OHS Act; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents / accidents, training, inspections, audits, etc. are kept in a health and safety file held in the site office. The Principal Contractor must ensure that every Contractor opens its own health and safety file, maintains the file and makes it available on request.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**2.3.12 Health and Safety Audits, Monitoring and Reporting**

The Client shall conduct monthly health and safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health and safety. The Principal Contractor is obligated to conduct similar audits on all Contractors appointed by it. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health and Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Contractors have to audit their sub-contractors and keep records of these audits in their health and safety files, available on request.

2.3.13 Emergency Procedures

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

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

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and available to site personnel.

2.3.14 First Aid Boxes and First Aid Equipment

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

2.3.15 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health and safety plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. All injuries shall be investigated by the Principal Contractor, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly.

2.3.16 Hazards and Potential Situations

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

2.3.17 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or clothing is:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- ☐ Stolen or lost;
- ☐ Worn out or damaged

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

2.3.18 Occupational Health and Safety Signage

The Principal Contractor shall provide adequate on-site OHS signage. Including but not limited to: "No Unauthorised Entry", "Report to Site Office", "Site Office", "Beware of Overhead Work", "Hard Hat Area". Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding and other potential risk areas/operations.

2.3.19 Permits

Permits must include the following:

- ☐ Use of explosives and blasting
- ☐ Work for which a fall prevention plan is required
- ☐ Use of cradles

2.3.20 Contractors and Sub-contractors

The Principal Contractor shall ensure that all Contractors under its control comply with this Specification, the OHS Act, Construction Regulations (July 2003), and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "Sub-contractors", shall mutatis mutandis ensure compliance.

2.3.21 Incentives and Penalties

Certain incentives will be provided for ongoing compliance to the provisions of the construction phase health and safety plan as submitted by the Principal Contractor.

Penalties will be implemented for on-going non-compliance to the provision of the construction phase health and safety plan as submitted by the Principal Contractor.

2.4 Physical Requirements**2.4.1 Demolition Work**

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the intended and specified work. The Principal Contractor shall ensure that demolition and blasting work complies with the Construction Regulations (July 2003).

2.4.2 Excavations, Shoring, Dewatering or Drainage

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

The Contractor shall make sure that:

- a) The excavations are inspected before every shift and a record is kept;
- b) Safe work procedures have been communicated to the workers;
- c) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- d) The requirements as per section 11 of the Construction Regulations are adhered to.

2.4.3 Edge Protection and Penetrations

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. e.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

2.4.4 Piling

The Contractor shall ensure that a competent Contractor undertakes piling. A SWP shall be submitted to the Client for approval before commencement of this work.

2.4.5 Stacking of Materials

The Principal Contractor and other relevant Contractors shall ensure that there is an appointed stacking supervision and all materials, formwork and all equipment is stacked and stored safely.

2.4.6 Hazardous Chemical Substances (HCS)

The Principal Contractor and other relevant Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS. The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations. The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.4.7 Asbestos

Not applicable.

2.5 Plant and Machinery**2.5.1 Construction Plant**

"Construction Plant" includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.

The Principal Contractor shall ensure plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations (July 2003). The Principal Contractor and all relevant Contractors shall inspect and keep records of inspections of the construction plant used on site. Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

2.5.2 Vessels under Pressure (VuP) and Gas Bottles

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- ☐ Providing competency and awareness training to the operators;
- ☐ Providing PPE or clothing;
- ☐ Inspect equipment regularly and keep records of inspections;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

- ☐ Providing appropriate fire equipment (Fire Extinguishers) on hand

2.5.3 Fire Extinguishers and Fire Fighting Equipment

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

2.5.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any plant and machinery used on site is safe for use. The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations (July 2003) shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant Contractors must ensure the same.

2.5.5 Scaffolding / Working at Heights

Working at heights includes any work that takes place in an elevated position. The Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations (July 2003) before this work is undertaken. The client must approve the fall prevention plan before work may commence, and a permit to operate will be issued.

2.5.6 Formwork and Support work for Structures

The Principal Contractor shall ensure that the provision of section 10 of the Construction Regulations (July 2003) are adhered to. These provisions must include but not be limited to ensuring that all equipment used is examined for stability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed. Records of all inspections must be kept in a register on site.

2.5.7 Lifting Machines and Tackle

The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the construction Regulations (section 20). There must be a competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:

- ☐ All lifting machinery and tackle has a safe working load clearly indicated;
- ☐ Regular inspection and servicing is carried out;
- ☐ Records are kept of inspections and of service certificates;
- ☐ There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- ☐ The tower crane bases have been approved by the engineer;
- ☐ The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

2.5.8 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend to 1m above the landing, fastened and secured, and at a safe angle. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

2.5.9 General Machinery

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

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

2.5.10 Portable Electrical Tools and Explosive Powered Tools

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

The Contractor shall consider the following;

- ☐ A competent person undertakes routine inspections and records are kept;
- ☐ Only authorised trained persons use the tools;
- ☐ The safe working procedures apply;
- ☐ Awareness training is carried out and compliance is enforced at all times; and
- ☐ PPE and clothing is provided and maintained.
- ☐ A register indicating the issue and return of all explosive rounds;
- ☐ Signs to be posted up in the areas where explosive powered tools are being used.

2.5.11 High Voltage Electrical Equipment

No high voltage electrical equipment is present on, under or above the construction area.

2.5.12 Public and Site Visitor Health and Safety

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

Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A record of these 'inductions' must be kept on site in accordance with the Construction Regulations.

2.6 Occupational Health**2.6.1 Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in the work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in **Appendix "1C"** e.g. cement dust, wet cement, wood-dust, noise, etc.

2.6.2 Welfare Facilities

The Principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.6.3 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescribed drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

APPENDIX CA**TASK COMPLETION FORM**

The Principal Contractor and Contractors must submit proof of compliance with Appendix CA with the Construction Phase Health and Safety Plan where applicable.

HSS Item No	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction / Building Work	Complete Schedule 1: Construction Regulations	Before commencement on site
2.3.2	Assignment of Responsible Person to Supervise Construction Work	All relevant appointments, as per OHS Act and Construction Regulations	Before commencement on site
2.3.3	Competence of Responsible Person	Client Requirement and OHS Act	Together with Health & Safety Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Together with Health & Safety Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with Health & Safety Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with Health & Safety Plan
2.3.7	Initial Hazard Identification and Risk Assessment based on the Client=s assessment	Construction Regulations	Together with Health & Safety Plan
2.3.8	Health and Safety Representative	OHS Act	Submit as soon as there are more than 20 employees on site
	Other		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

APPENDIX CB**ASSIGNMENT OF PRINCIPAL CONTRACTOR'S RESPONSIBLE PERSONS**

The Principal Contractor shall make the following appointments according to the initial risk assessment: (Further appointments could become necessary as the project progress)

Appointment	Reference	Requirement
CEO Assignee	OHS 16(2)	A competent person(s) to assist with the on-site H&S overall responsibility - Contractor=s Responsible Person
Construction Work Supervisor	CR 8.1	A competent person to supervise and be responsible for Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8.2	A competent person to assist with daily supervision of construction / building work. The person assists the Construction Work Supervisor.
Health and Safety Representative(s)	OHS 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & safety of persons in the workplace.
Health and Safety Committee Member(s)	OHS 19	A competent person(s) representing the employer to assist with the on-site Health & Safety matters.
Incident Investigator	GAR 8	A competent person to investigate incidents/accidents on-site and could be: - The employer - Designated Person - H&S Representative - Member of the H&S Committee
Risk Assessment Co-ordinator	CR 9.1	A competent person to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person to prepare and amend the fall protection plan.
First Aider(s)	GSR 3	A qualified person to address all on-site first aid cases.
Machinery Inspector	GSR 2.1	A competent person to supervise machinery.
Lifting Machine & Equipment Inspector	DMR 18	A competent person to inspect lifting machines, equipment and machinery.
Scaffolding Inspector	GSR 13D	A competent person to erect scaffolding.
Scaffolding Erector	GSR 13D	A competent person to erect scaffolding
Scaffolding Supervisor	SABS 085	A competent person to supervise scaffolding.
Formwork & Support Work Inspector	CR 16	A competent person to inspect formwork and support work.
Excavation Inspector	CR 13	A competent person to inspect excavation work & ensure that approved safe working procedures are followed at all times.
Ladder Inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly records.
Stacking Supervisor	CR 28	A competent person to supervise all stacking & storage operations.
Explosive Power Tool Inspector/Supervisor	CR 19	A competent person to inspect and clean the tool daily and controlling all operations thereof.
	CR 22	A competent person to control all temporary electrical installations.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Temporary Electrical Installation Supervisor		
Fire-fighting Equipment Inspector	CR 29	A competent person to inspect fire-fighting equipment

*** References:****CR:** Construction Regulations (2014)**GAR:** General Administrative Regulations G.G. R1449 of 6 Sep 1996**GSR:** General Safety Regulations G.G. R1031 of 30 May 1986**DMR:** Driven Machinery Regulations G.G. R295 of 26 Feb 1988

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

APPENDIX BC**OTHER REQUIREMENTS**

The Principal Contractor shall make the following appointments according to the initial risk assessment: (Further appointments could become necessary as the project progress)

What	When	Output	Accepted by Client & Date
Induction Training	Every worker before he/she starts work	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health and Safety Reports	Monthly	Report covering: ☐ Incidents/accidents and investigations ☐ Non conformance by employees & contractors ☐ Internal and External H&S reports	
Emergency Procedures	Ongoing evaluation of procedure	Table procedure in writing as well as telephone numbers	
Risk Assessment	Updated and signed off at least monthly	Documented risk assessment	
Safe Work Procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off	
General Inspections	Weekly and Daily	Report OHS Act compliance: ☐ Scaffolding ☐ Excavations ☐ Formwork and Support Work ☐ Explosive Tools	
General Inspections	Monthly	Report on OHS Act compliance: ☐ Fire Fighting Equipment ☐ Portable Electrical Equipment ☐ Ladders ☐ Lifting Equipment / Slings	
List of Contractors	List to be updated weekly	Table list, number of workers and Company telephone numbers.	
Workman's Compensation	Ongoing	Table a list of Contractor=s Workmen=s Compensation proof of good standing	
Construction Site Rules and Section 37(2) of the OHS Act - Mandatary Agreement	Ongoing	Table a report of all signed-up Mandataries.	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PPENDIX BD**RISK ASSESSMENT****TASK ORIENTATED RISKS**

Rating	Task / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment
Low	Stripping Topsoil	Hard hats, safety shoes, goggles, ear muffs. Overalls.	Vehicles reversing over equipment and employees. Dirt in eyes and face.	Reverse hooters on trucks. Traffic controller. Protective equipment to be more visible. Protective equipment should be used	Noise induced hearing loss from heavy machinery	Uncontrolled dust. Oil leaks from heavy machinery. Stripping off protected fauna and flora.
Low	Tipping	Hard hats, safety shoes, goggles. Overalls	Trucks reversing over equipment and employees. Trucks toppling over while tipping.	Reverse hooters on trucks. Traffic controller to indicate uneven ground to driver. Protective clothing to be more visible.		
Low	Processing and Compacting	Hard hats, safety shoes, goggles, ear muffs. Overalls.	Machine reversing. Congestion of machines and personnel. Noise.	Reverse hooters on trucks/ machines. Limit number of machines in an area. Operators to use ear muffs.	Noise induced hearing loss.	
Low	Excavate and Load	Hard hats, safety shoes. Overalls.	Tip trucks reversing over personnel. Truck colliding with excavator. Overloading of trucks. Collision with other vehicles.	Reverse hooters on trucks. Traffic controller. Clerk to check load levels. Brake testing before work on daily basis.		Uncontrolled dust. Oil leaks from heavy machinery.
High	Excavations Mechanical	Hard hats, safety shoes. Overalls.	Mechanical malfunction. Machine topple over. Machine collision. Underground services..	Training, pre-use checks, inspections. Training, outriggers fully extended. Training, awareness of other machines. Pre-excavation checks with Engineer.	Gasses from burst pipes, etc.	Cutting down of protected trees, etc. Check with Dept of Environmental Affairs.
High	Excavation by Hand	Overall, hard hats, safety shoes.	Heat related illness. Cuts and lacerations. Collapse of excavation.	Training, increase fluid intake. Training, PPE. Training, inspection, PPE.	Complications resulting form repetitive work.	
Medium	Backfilling	Overall, hard hats, safety shoes.	Live burials of personnel. Collapse of excavation.	Check areas before and during backfilling.		
High	Pipe Laying Large Pipes	Overall, hard hats, safety shoes, aprons.	Falling pipes, equipment. Injuries, fractures, crushing, death.	Training, communication with lifting machine operator. Training, check lifting equipment, slings, tec.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

Low	Reinforcing General	Overall, hard hats, safety shoes, aprons.	Injuries, lacerations and bruises.	Mark all protruding bars with bright coloured makings, tape.		
Low	Concrete Work Foundations	Overall, hard hats, safety shoes, aprons, goggles.	Caving-in of un-shored sides. Personnel and equipment falling in.	Barrier creams to be made available to personnel.	Chemical reaction in wet cement causes Dermatitis	Spillage into ground water.
Low	Concrete Staircases and Decks	Overall, hard hats, safety shoes, aprons, goggles.	Personnel and equipment falling in.	Barrier creams to be made available to personnel.	Chemical reaction in wet cement causes Dermatitis	Spillage into ground water.

TASK ORIENTATED RISKS

Rating	Task / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment
High	Formwork	Overall, hard hats, safety shoes, aprons.	Falls, injuries, fractures, death.	Training, safety belts.		
High	Stripping of Formwork	Overall, hard hats, safety shoes.	Falling shutter boards. Timber on ground. Falls from stripping edgework.	Training. Housekeeping principles. Training, use of harnesses.	Dermatitis from coming into contact with degreasers.	Spillage of oils and degreasers into ground water, etc.
Medium	Brickwork General	Overall, hard hats, safety shoes, gloves.	Twisting and straining back muscles while lifting blocks/bricks.	Training in manual handling Use of lifting equipment and secure platforms.		
High	Brickwork Gables	Overall, hard hats, safety shoes, gloves.	Gables collapsing on windy days. Fractures, death.	Suspend all work on gables on windy days.		
Medium	Plastering	Overall, hard hats, safety shoes, gloves.		Barrier creams to be made available to personnel.	Chemical reaction in wet cement causes Dermatitis	
Medium	Cement and Concrete Mixing	Overall, hard hats, safety shoes, gloves ear muffs.		Training, use of correct PPE. Barrier creams made available to personnel.	Indigestion, inhalation of cement. Contact with skin may cause Dermatitis.	
High	Roof Trusses	Overall, hard hats, safety shoes, gloves. Harnesses and life lines.	Falls from roof height. Material falling from heights.	Training, fall arrest equipment. Lower un-needed material from roof.		
High	Roof Sheeting at Heights	Overall, hard hats, safety shoes, gloves. Harnesses and life lines.	Falling off. Wet weather work. Windy conditions. Angle grinder use. Cuts, lacerations. Objects falling. Electrical shocks.	Training, safety belts, life lines. Training, get off roof. Pre-use inspection, guard in place. Training, barricade areas below.		
High	Scaffolding Erection and Dismantling	Overall, hard hats, safety shoes, gloves. Harnesses and life lines.	Falls, injuries, death. Falling objects. Collapse of scaffolding.	Training, qualified erectors only. Secure footing, tie scaffolding, scaffold material in good order.		
High	Work in Elevated Positions	Overall, hard hats, safety shoes, gloves. Harnesses and life lines.	Falls from heights. Falling objects.	Training, safety belts, life lines. Barricade all sides adequately.		
	Ladder					

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

High	Usage	Hard hats, safety shoes.	Falls.	Training, pre-use checks, monthly inspections, correct length for task, secure top and bottom, skid pads on ladder, use both hands to climb.		
High	Falls On Ground	Hard hats, safety shoes.	Injuries and bruises.	Training, good house keeping.		
High	Electrical Installations Temporary	Overalls, hard hats, safety shoes, gloves, etc.	Exposed switches and wires. Cables lying in water. U-insulated cables and wires.	Tidy up all wires, insulate and cover. Suspend cables off ground. Regular inspections and maintenance.		
Medium	Load and Un-load by Hand	Safety shoes, gloves.	Back and hand injuries. Dropping material.	Training, clear task communication.		

EQUIPMENT RISKS

Rating	Task / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment
Medium	Electric Drill	Overalls, hard hats, safety shoes, goggles.	Eye injuries, general injuries, electrical shocks.	Training, only competent user, pre-use check, monthly inspections, work piece secure.		
High	Angle Grinder	Overalls, hard hats, safety shoes, goggles.	Electrical shocks, severe injuries.	Training, only competent user, pre-use check, monthly inspections, work piece secure.		
High	Skill Saw	Overalls, hard hats, safety shoes, goggles.	Electrical shocks, severe injuries. Guard malfunction.	Training, only competent user, pre-use check, monthly inspections, work piece secure.		
Medium	Extension Leads	Overalls, hard hats, safety shoes.	Electrical shocks. Trips and falls.	Training, pre-use inspection, maintenance.		
Medium	Hand Tools	Overalls, hard hats, safety shoes, goggles, gloves, aprons.	Cuts, bruises.	Training, use correct tool for task, sharpen tools, inspections, maintenance.		
High	Compressed Air Tools	Overalls, hard hats, safety shoes, goggles, gloves, ear muffs.	Injuries, ruptured ear drums, eye injuries.	Training, only competent user, pre-use inspections.	Noise induced hearing loss.	
High	Explosive Tools	Overalls, hard hats, safety shoes, goggles, gloves, ear muffs.	Severe injuries, death.	Training, only competent user, pre-use check, inspections, work piece secure.	Noise induced hearing loss.	
High	Driving Vehicles		Accidents Passengers Un-roadworthy vehicles Driver Road and Weather conditions Other road users.	Licensed drivers only, obey rules. Seated, not leaning on opening sides. Inspections of vehicle. Fit to drive, sober. Reduce speed, be alert. Be aware, be alert.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY

PHYSICAL RISKS

Rating	Task / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment
Medium	Noise General Machinery	Ear plugs, ear muffs.		Training of personnel. Designated noise areas.	Noise induced hearing loss.	Noise pollution.
Medium	Vibration Gen. Machinery	Ear plugs, ear muffs, gloves, kidney braces.		Training, rest breaks.	May result in kidney complications.	
Medium	Hot & Humid Work Area			Adequate drinking water. Training to identify symptoms. Vitamin & mineral supplements	Heat exhaustion and heat stroke.	
High	Radiation	Overalls, hard hats, safety shoes, gloves, goggles, body suits.		Training. Use of prescribed PPE.	Exposure may lead to cancers and other complications	Radiation pollution.
Medium	Bad Lighting		Injuries, falls, death.	Adequate lighting. Emergency lighting.		
High	Fire Prevention	Overalls, hard hats, safety shoes, gloves, aprons.	Combustible Refuse: Paper and plastics Flammable Liquids: Petrol, diesel, etc. Electrical Equipment.	Training, house keeping, segregated storage of materials.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

MONYAKENG (WESSELSBRON): FENCING OF SPORTS FACILITY**ERGONOMICAL RISKS**

Rating	Task / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment
Medium	Visual Workplace		Falls from heights. Materials falling from heights. Tripping over materials.	Housekeeping		
Medium	Awkward Postures		Back injuries, etc.	Sufficient access to areas.	Health complication from unnatural postures.	
High	Heavy Manual Lifting		Back injuries, etc.	Training in SWP=s . Use of lifting equipment	Health complication from over-straining.	

BEHAVIOURAL RISKS

Rating	Task / Situation	Personal Protective Equipment	Risk to Safety	Preventative Action	Risk to Health	Risk to Environment
Low	Working in the Direct Path of Energy Release.	Overalls, hard hats, safety shoes, gloves, body suites, goggles.	Multiple injuries, death.	Permit system. Lockout procedure. Identify source and communicate.	Multiple health complications ..	
High	Man/Machine Interaction	Overalls, hard hats, safety shoes, body suits, goggles.	Loose clothing caught in machines. Limbs trapped or severed. Personnel crushed by heavy machinery.	Operational boundaries. Training. Warning mechanisms. Clear communication between personnel and operators.	Multiple injuries, death.	
Medium	Up and Down On and Off	Overalls, hard hats, safety shoes, body suits, goggles.	Trips, falls, fractures, etc.	Training. Adequate and correct access. No jumping between platforms.		
Low	Focussing Eyes on Activity	Overalls, hard hats, safety shoes, body suits, goggles.	Trips, falls, fractures, etc.	Training. Looking while walking. Looking at the task at hand.		
Low	Using Right Tool for the Job	Overalls, hard hats, safety shoes, body suits, goggles.	Injuries, cuts, bruises, fractures, etc.	Training. Get rid of home-made tools. Correct tools inspection. Serviceable equipment.		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2