



C1.2: CONTRACT DATA: JBCC SERIES 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title	GAUTENG PROVINCE: APPOINTMENT OF A CONTRACTOR: SECURITY UPGRADES: KLIPRIVIER SAPS
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Tender no:

	<p>The Conditions of Contract are clauses 1 to 41 of the JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005) prepared by the Joint Building Contracts Committee.</p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p>
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	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE</p> <p>The schedule contains all variables referred to in this document and is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the schedule. Key cross reference clauses are italicised in [] brackets</p>
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42.0	Part 1: Contract Data completed by the Employer:
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42.1	CONTRACTING AND OTHER PARTIES
42.1.1	<p>Employer:</p> <p>Government of the Republic of South Africa in its South African Police Service</p> <p>Postal address: Private Bag X254 Pretoria 0001</p> <p>Tel: 012 841 7000 Fax: 012 841 7495</p> <p>Physical address: Supply Chain Management 117 Cresswell Rd Silverton 0127</p>
[1.2]	

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42.1.2 [1.1, 5.1]	Principal Agent: LT COL. M. NENGWANI Postal address: Private Bag x254 Pretoria 0001 Tel: 012 349 6000 Fax: 086 403 0120
[1.1]	Representative of the Employer: CAPTAIN L.L MOSENENE Postal address: Private Bag X254 Pretoria 0001 Tel: 012 349 6000 Fax: 086 403 0120
42.1.3 [1.1, 5.2]	Agent (1) SAPS Agent's service: Civil Engineering Services Postal address: Private Bag x254 Pretoria 0001 Tel: 012 349 6000 Fax: 086 403 0120
42.1.4 [1.1, 5.2]	Agent (2) SAPS Agent's service: QUANTITY SURVEYING Postal address: Private Bag x254 Pretoria 0001 Tel: Fax:
42.1.5 [1.1, 5.2]	Agent (3) N/A Agent's service: Postal address:

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Tel:	Fax:
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42.1.6 [1.1, 5.2]	Agent (4) Agent's service: Postal address: Tel: Fax:
42.1.7 [1.1, 5.2]	Agent (5) Agent's service: Postal address: Tel: Fax:
42.1.8 [1.1, 5.2]	Agent (6) N/A Agent's service: Postal address: Tel: Fax:
42.1.9 [1.1, 5.2]	Agent (7) N/A Agent's service: Postal address: Tel: Fax:

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42.2	CONTRACT DETAILS
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42.2.1 [1.1]	Works description: Refer to document – Scope of Work.
42.2.2 [1.1]	Site description: Refer to document – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a State organ only Where so :

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[1.1 #] [31.11.2 #] [31.12.2#]	1) Interest rate legislation: The interest rate applicable will be as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
[11.2.#]	2) Lateral support insurance to be effected by the contractor: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
[31.4.2 #]	3) Payment will be made for materials and goods Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[40.2.2.#]	4) Dispute resolution by litigation Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
[26.1.2 #]	5) Extended defects liability period applicable to the following elements: <i>Mechanical and Electrical Works (12 months Defects Liability Period)</i>
42.2.6 [15.3]	Period for the commencement of the works after the contractor takes possession of the site : One (1) working day .
42.2.7 [24.3.1] [30.1]	For the works as a whole: The date for practical completion shall be 10 Months) from the commencement date and the penalty per calendar day shall be as per the Appendix A attached herein upon award .
42.2.8 [24.3.1] [28.1]	For the works in sections : The date for practical completion from the commencement date and the penalty per calendar day : Section 1: N/A Penalty: Section 2: N/A Penalty: Section 3: N/A Penalty: Section 4: N/A Penalty: Section 5: N/A Penalty: Section 6: N/A Penalty:
42.2.9 [1.2]	The law applicable to this agreement shall be that of the: Republic of South Africa

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42.3	INSURANCES
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the contractor <input checked="" type="checkbox"/> To the minimum value of the contract sum plus 20% With a deductible not exceeding 10% of each and every claim Or <input type="checkbox"/> For the minimum sum of R With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: Yes To the minimum value of the contract sum plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim Or <input type="checkbox"/> For the sum of R With a deductible not exceeding 5% of each and every claim
42.3.4 [11.2 #, 12.1 #]	Support insurance to be effected by the contractor For the sum of R N/A With a deductible of R

42.4	DOCUMENTS
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the contractor free of charge
42.4.3	Bills of quantities / Lump sum document schedule of rates drawn up in accordance with: <input type="checkbox"/> Standard System of Measuring Building Work (seventh edition as amended) Or <input checked="" type="checkbox"/> Standard System of Measuring Building Work for Small or Simple Buildings 1999 Or <input type="checkbox"/> Other(<i>Specify</i>)
42.4.5 [3.4]	JBCC Engineering General Conditions are to be included in the contract documents: Yes

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<p>42.4.6 [31.5.3]</p> <p>[32.13]</p>	<p>The contract value is to be adjusted using CPAP indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where CPAP is applicable, the contract sum will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"> 1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities 2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries 4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted 5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 <p>Alternative Indices: Not Applicable</p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of JBCC standard documentation</p> <p>Clause</p> <p>1.1 COMMENCEMENT DATE – means the date that the agreement, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p>CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule</p> <p>CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion</p> <p>CORRUPT PRACTICE – means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the acquisition process or in contract execution</p> <p>FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a acquisition process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition</p> <p>INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)</p> <p>PRINCIPAL AGENT – means the person or entity appointed by the employer and named in the schedule. In the event of a principal agent not being appointed, then all the duties and obligations of a principal agent as detailed in the agreement shall be fulfilled by a representative of the employer as named in the schedule</p>

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SECURITY – means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss

1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:

1.6.4 No clause

3.2.1 A **construction guarantee** in terms of 14.0, where so elected in his tender

3.7 Add at the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the **site**, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.10 Replace the second reference to "**principal agent**" with the word "**employer**"

4.3 No clause

5.1.2 under clause 41- Include reference to 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents

10.5 Add the following as 10.5

Damage to the works

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

10.6 Add the following as 10.6

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable

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- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**
- (5) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- (6) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**

10.7 Add the following as 10.7

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

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

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

10.7.2 Injury to persons or loss of or damage to property

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

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

10.7.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar



days of the commencement date but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

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

14.0 Replace the entire clause 14.0 with the following:

14.0 SECURITY

14.1 In respect of contracts with a **contract sum** up to R1 million, the **security** to be provided by the **contractor** to the **employer** will be a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT)

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

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

14.2 In respect of contracts with a **contract sum** above R1 million, the **contractor** shall have the right to select the **security** to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the **schedule**. Such **security** shall be provided to the **employer** within twenty-one (21) **calendar days** from **commencement date**. Should the **contractor** fail to select the **security** to be provided or should the **contractor** fail to provide the **employer** with the selected **security** within twenty-one (21) **calendar days** from **commencement date**, the **security** in terms of 14.7 shall be deemed to have been selected.

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

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

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

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

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

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

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- 14.3.6 The parties expressly agree that neither the **employer** nor the **contractor** shall be entitled to cede the rights to the deposit to any third party
- 14.4 Where **security** as a variable **construction guarantee** of ten percent (10%) of the **contract sum** (excluding VAT) has been selected:
- 14.4.1 The **contractor** shall furnish the **employer** with an acceptable variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.4.2 The variable **construction guarantee** shall reduce and expire in terms of the Variable **Construction Guarantee** form included in the invitation to tender
- 14.4.3 The **employer** shall return the variable **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.4.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall issue a written demand in terms of the variable **construction guarantee**
- 14.5 Where **security** as a fixed **construction guarantee** of five per cent (5%) of the **contract sum** (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.5.1 The **contractor** shall furnish a fixed **construction guarantee** to the **employer** equal in value to five per cent (5%) of the **contract sum** (excluding VAT)
- 14.5.2 The fixed **construction guarantee** shall come into force on the date of issue and shall expire on the date of the last certificate of **practical completion**
- 14.5.3 The **employer** shall return the fixed **construction guarantee** to the **contractor** within fourteen (14) **calendar days** of it expiring
- 14.5.4 The payment reduction of the value certified in a **payment certificate** shall be in terms of 31.8(A) and 34.8
- 14.5.5 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** shall be entitled to issue a written demand in terms of the fixed **construction guarantee** or may recover from the payment reduction or may do both
- 14.6 Where **security** as a cash deposit of five per cent (5%) of the **contract sum** (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:
- 14.6.1 The **contractor** shall furnish the **employer** with a cash deposit equal in value to five per cent (5%) of the **contract sum** (excluding VAT) within twenty-one (21) **calendar days** from **commencement date**
- 14.6.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall refund the cash deposit in total to the **contractor**
- 14.6.3 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(A)
- 14.6.4 Where the **employer** has a right of recovery against the **contractor** in terms of 33.0, the **employer** may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both
- 14.7 Where **security** as a payment reduction of ten per cent (10%) of the value certified in the **payment certificate** (excluding VAT) has been selected:



- 14.7.1 The payment reduction of the value certified in a **payment certificate** shall be *mutatis mutandi* in terms of 31.8(B)
- 14.7.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the **employer** complies with the provisions of 33.4 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor**
- 14.8 Payments made by the guarantor to the **employer** in terms of the fixed or variable **construction guarantee** shall not prejudice the rights of the **employer** or **contractor** in terms of this **agreement**
- 14.9 Should the **contractor** fail to furnish the **security** in terms of 14.2 the **employer**, in his sole discretion, and without notification to the **contractor**, is entitled to change the **contractor's** selected form of **security** to that of a ten per cent (10%) payment reduction of the value certified in the **payment certificate** (excluding VAT), whereafter 14.7 shall be applicable
- 15.1.1 No clause
- 15.1.2 The **security** selected in terms of 14.0
- 15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of **commencement date**
- 15.2.1 Under 41: Amend to read as follows:

"Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.4
- 17.1.11 Delete the words "and the appointment of **nominated** and **selected subcontractors**"
- 20.1.3 No clause
- 21.0 No clause
- 26.1.2 Add # next to 26.1.2
- 29.2.5 No clause
- 31.5.2 Security adjustments in terms of 14.0 or 31.8
- 31.8 Amend as follows:
- 31.8(A) Where a **security** is selected in terms of 14.1; 14.5 or 14.6, the value of the **works** in terms of 31.4.1 and of the **materials and goods** in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
- 31.8(A).1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**
- 31.8(A).2 Ninety-seven per cent (97%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**
- 31.8(A).3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate** in terms of 34.6
- 31.8(A).4 One hundred per cent (100%) of such value in the final **payment certificate** in terms of 34.6 except where the amount certified is in favour of the **employer**. In



	<p>such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>31.8(B) Where security is a payment reduction in term of 14.7 has been selected the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion</p> <p>31.8(B).2 Ninety-seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion</p> <p>31.8(B).3 Ninety-nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6</p> <p>31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except were the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate</p> <p>31.12 Delete the following: "Payment shall be subject to the employer giving the contractor a tax invoice for the amount due."</p> <p>32.5.1 Add the following to the end of each of these clauses: "...due to no fault of the 32.5.4 contractor" and 32.5.7</p> <p>34.1 Remove #</p> <p>34.2 Add # next to 34.2</p> <p>34.8 The principal agent shall certify one hundred per cent (100%) of the amount of the final account in the final payment certificate</p> <p>34.13 Replace "seven (7) calendar days" with "twenty one (21) calendar days" and delete the words: "subject to the employer giving the contractor a tax invoice for the amount due"</p> <p>36.1 Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:</p> <p>36.1.3 refuses or neglects to comply strictly with any of the conditions of contract</p> <p>36.1.4 estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa</p> <p>36.1.5 in the judgment of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract</p> <p>36.3 Remove reference to "No clause", and replace "principal agent" with "employer"</p> <p>36.7 Add the following: "Notwithstanding any clause to the contrary, on cancellation of this 37.5 agreement either by the employer or the contractor; or for any reason whatsoever, and the contractor shall on written instruction, discontinue with the works on a date stated 38.7 and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"</p> <p>37.3.5 Replace "ninety (90)" with "one hundred and twenty (120)" and 38.5.4</p>
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	<p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) working days of completion of such a report"</p> <p>40.2.2 under clause 41 – Replace "one (1) year" with "three (3) years"</p> <p>40.6 under clause 41 – Remove reference to no clause</p> <p>40.7.1 Change "(10)" to "(15)"</p> <p>Add the following to the end thereof:</p> <p>Whether or not mediation resolves the dispute, the parties shall bear their own costs concerning the mediation and equally share the costs of the mediator and related costs.</p>
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42.0	Part 2: Contract Data provided by the Contractor:
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Tel: _____ Fax: _____</p> <p>TAX / VAT Registration No: _____</p> <p>Physical address:</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.5.2	<p>The accepted contract sum inclusive of tax is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	The latest day of the month for the issue of an interim payment certificate : _____
42.5.4 [32.12]	The preliminaries amounts shall be paid in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>
42.5.5 [32.12]	The preliminaries amounts shall be adjusted in terms of: Alternative A <input type="checkbox"/> Alternative B <input type="checkbox"/>

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Tender no:

<p>42.5.7 [14]</p>	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts up to R1 million, the contractor will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the contractor will provide, as security, one of the following:</p> <p>(1) cash deposit of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable construction guarantee of 10 % of the contract sum (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>
<p>42.5.8 [29.7.2]</p>	<p>The annual building holiday period after the commencement of the construction period:</p> <p>From: _____ to _____</p>

<p>42.6 42.6.1</p>	<p>DOCUMENTS</p> <p>Contract documents marked and annexed hereto:</p> <p>Priced bills of quantities: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Lump sum document : Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Guarantees: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Contract drawings: Yes <input type="checkbox"/> No <input type="checkbox"/> Document marked as: _____</p> <p>Other documents: Yes <input type="checkbox"/> No <input type="checkbox"/> (<i>Attach additional pages if more space is required</i>)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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80



Tender no:

APPENDIX A
CALCULATION OF PENALTY

The following calculation of **penalty** will be based on the tendered amount of the awarded **contractor** and it shall be carried forward to item 42.2.7 of this **contract data** for **works** to be completed as a whole and item 42.2.8 for **works** to be completed in **sections**.

CONSTRUCTION PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R 0 – R 500	nearest R 5
R 501 – R 1 000	nearest R 10
R 1 001 – R 5 000	nearest R 50
R 5 001 and above	nearest R 100

EXAMPLE

Contract sum = R2 500 000 (excluding VAT)

Construction period = 12 months

$$R2\ 500\ 000 \times \frac{0.0275}{100}$$

= R687.50/Calendar day

Therefore rounded off to the nearest R10.00 = R690.00/Calendar day

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**APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT
KLIPRIVIER POLICE STATION IN GAUTENG PROVINCE**

BID: 19/1/9/1/122TB(22)

PART C

CONTRACT

PART C.2

SCOPE OF WORK, SPECIFICATION AND PRICING DATA

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**KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS**



SOUTH AFRICAN POLICE SERVICE

SECURITY UPGRADE SCOPE OF WORKS

KLIPRIVIER SAPS (GAUTENG)

**COMPILED BY: SAPS, FACILITY MANAGEMENT: PROGRAMME AND PROJECT,
MANAGEMENT, PRETORIA**

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

1. DESCRIPTION OF SERVICES (INTENT)

The works shall be done as per drawings, annexures, and scope of work, specifications and some applicable legislative requirements. This project requires an experienced contractor to execute the job.

The Contractor shall provide all labor, materials tools, equipment, workshop, supervision and other related items required to complete the project as per the scope of work, specifications and attached drawings.

Contractors are advised to visit the site, verify the existing site conditions to verify measurements and any related project information. **Where a specific product or brand name has been used similar approved product carrying or exceeding same product specification is deemed to have been considered. A sample of such product to be presented to the architect / project manager for approval before it is procured.**

It is important to note that this facility will remain operational during execution of work, proper project execution plan must be done in consultation with the station commander to avert any project delays.

External clear zones

The site shall be cleared for a width of 1m of all rubble, stone, trees, shrubs and plant growth where the fencing is to be erected. The ground shall be roughly levelled to obtain a uniform gradient so that the top of the fence is straight without embedding the bottom of the fence in the ground or leaving a gap under the fence.



KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

Excavation

The ground shall be excavated for all the standards stays, etc, according to the sizes specified for the respective items. In the case of unstable ground or filling the excavation shall be deeper so that the whole of the concrete base can be cast in solid ground. In the case of the latter, longer standards and stays will be necessary so that the fencing remains at the required height.

Under no circumstances may the poles be planted or the backfilling be carried out or the concrete cast without the bottoms of the excavations having been approved by the SAPS representative.

The Contractor shall notify the SAPS representative immediately the excavations are ready for inspection or as soon as the Contractor is ready to cast the concrete base under the fence or to cast the concrete around the bottoms of the poles. If the Contractor neglects to notify the SAPS representative he shall expose the concrete foundation under the fence or the base around the poles as the case may be and refill with earth at his own expense. The Contractor will be held solely responsible if there is any subsidence of the filling before and during the maintenance period.

2. SCOPE OF WORKS

The general scope of work can be summarized as follows:

3. PERIMETER FENCING, VEHICLE AND PEDISTRIAN GATES

Entrances / exits in and around SAPS buildings.

All external gates leading to, from the CSC, and around the rest of the surrounding buildings must be fitted with a high quality cylinder lockset.

Provided that the gate be fitted with a minimum 5 lever, double cylinder lockset for manual locking abilities.

KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

Gate to be fitted with self-closer and magnetic locking system.

All hinges to be concealed, not to be exposed for tampering.

3.1 VEHICLE GATE

- Remove existing 5200mm wide x 1800mm high steel gate in front of the CSC and replace (Supply and install) with new 5200mm wide x 2400mm high motorized sliding gate with minimum 600mm high flat wrap wire on top of the gate. Gate must be lockable with heavy-duty padlock from inside the premises. (Drawing Annexure 9)

Specifications:

- 152 x 152mm Mild steel H section beam cast in reinforced concrete foundation.
- The mild steel H-Section beam to be levelled prior to casting the beam in concrete.
- 20 x3mm Mild steel flat bar lugs to be welded along the length of the beam at maximum 600mm c/c. Lungs to be cut minimum 150mm lengths.
- 20mm Diameter Mild steel solid round bar welded on top of mild steel H-Section beam to ease opening the gate manually and take strain off gate.
- Sliding gate motor: shall be an industrial type motor to withstand weight of 1000kg gate daily operation o 750 opening and closing cycles with battery backup.
- Provide a 220mm face rick wall 2460mm (H) X 1200mm (w) at the side of the gate motor. An isolator box, with sliding panel to be built into wall for all connect to and from the gate motor. The wall shall also provide security to the motor to prevent any tampering. Refer to Annexure 9 for complete specification.
- Intercom System: at vehicle entrance gate shall be an industrial/ robust type system with a rushed aluminum casing.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

3.2 PEDESTRIAN / PARAPLEGIC GATES

- Remove the existing 1500mm wide x 1800mm high steel pedestrian gate in front of the CSC, Supply and install a new 1500mm wide x 2400mm high pedestrian/paraplegic gate in front of the CSC. The height of the gate must be the same as the fence.

Paraplegic / Pedestrian gate

- A paraplegic access gate shall be provided as the opening of a turnstile gate will not be sufficient for access with a wheelchair. The access gate shall be manufactured from the same materials used for perimeter fencing on street boundaries. Gate opening to be 1200mm minimum wide. Provide an electronic magnetic locking system with the option of a manual heavy duty padlock lock in case of emergencies. Gate to be fitted with self-closing mechanism for optimal security.

4. BURGLAR GATES / DOORS

4.1 CSC and around the building

- Remove the existing CSC burglar gate and replace with new. The burglar gate is 1200mm wide x 2500mm high. Supply and install
- Remove the existing damaged CSC aluminium and glass door (public door) and replace with new similar door. The door is 1200mm wide x 2500mm high with a glass panel at the top.
- Remove the existing steel door frame for the CSC aluminium door and replace with new to match the door. Supply and install
- Remove the existing holding cell burglar and replace with new to match existing, the burglar gate is 2200mm wide x 2700mm high (floor to ceiling height). Supply and install
- Supply and install a new burglar gate for the kitchen wooden door. The door size is 1070mm wide x 2100mm high.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE

SCOPE OF WORKS

- Supply and install new window burglars for three windows at the CSC admin office. The windows are 980mm wide x 1500mm high. Supply and install

Specifications

All external gates leading to, from the CSC, and around the rest of the surrounding buildings must be fitted with a high quality cylinder lockset.

- Provided that the gate be fitted with a minimum 5 lever, double cylinder lockset for manual locking abilities.
- Gate to be fitted with self-closer and magnetic locking system together with the biometric system.
- All hinges to be concealed, not to be exposed for tampering.
- All gates forming part of a fire route or emergency exit to comply with the fire regulations in SANS 10400, Part T.1

5. SECURITY FENCE:

5.1 SIDE / BACK BOUNDARY WALL

Fence: Around street boundaries (Not facing CSC entrance) (Drawing Annexure 4)

- Remove the existing 1800mm high x 70000mm wide existing prefab fence behind the CSC and replace with 2465mm high x 70000mm wide high face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. (Drawing Annexure 4)
- Remove the existing 1800mm high x 102000mm wide existing prefab fence on the right hand side of the CSC block and replace with 2465mm high x 102000mm wide face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. (Drawing Annexure 4)
- Remove the existing 1800mm high x 102000mm wide existing prefab fence on the cell block side and replace with 2465mm high x 102000mm wide face brick wall in stretcher bond with recessed mortar joints, provide brick force every fourth brick course. (Drawing Annexure 4)

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

SPECIFICATION:

BOUNDARIES TO ADJACENT SITES AND STREET SIDE (Drawing Annexure 4)

- ❖ Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta color or similar approved to match and tie-in with existing structures.
 - Provide a 2465mm high face brick wall built in stretcher bond with recessed mortar joints, provide brick force every fourth brick course.
 - Foundation wall to be minimum 340mm deep with reinforced concrete footing as specified by Civil and Structural Engineer. Strip foundation below to achieve minimum depth of 570mm.
 - The perimeter wall must be designed by a registered architect with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of SANS10400, part: K, table 17. Provide a brick on edge roller course to the top of the wall and lateral support columns.
 - The wall must be secured with 100mm electro-galvanized, 2mm thick, toughened steel security spikes on top of roller course.
 - Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of wall to achieve a minimum total height of 3000mm.
 - Provide minimum 50mmØ uPVC weep holes spaced maximum 600mm c/c to the bottom of the wall to accommodate storm water flow-off. In-situ concrete foundations as specified by a registered structural engineer.
 - At facilities with an extremely high security risk, alternative building materials and techniques should be sourced to provide a more durable and secured perimeter wall at adjacent sites and holding facilities.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE

SCOPE OF WORKS

Fence: (Around street boundaries at the entrance to CSC) (Drawing Annexure 12)

- Remove the existing 1800mm high x 7000mm wide prefab fence, supply and install new 2465mm high x 7000mm wide double skin fencing panel consisting of carbon hardened and galvanized steel mesh panels and support posts with security spikes and flat wrap razor wire on top. Mesh to be installed above wall.

SPECIFICATION:

- Support posts to project 600mm above the top edge of the steel mesh panels as support for the high tensile steel flat wrap razor wire. Overall height to be minimum 3000mm.
- Support post to be 85mm front face, tapering to 45mm with depth of 85mm. Post shall include locking recess mechanism to secure panel. Post to be space 3390mm c/c.
- The fence and support post to be built flush with external face of the wall, the wall must not have a foot hold to the street/ public side. Refer to drawing Annexure 12.
- Fence panel to have 70° flanges along the sides, 90° flange along the top and 30° flange along the bottom.
- The panel facing the street must be in a horizontal position and the internal panel to be in a vertical position to reduce the aperture size of the panel.
- Fence panels to be clamber proof with see-through capabilities and have a top coat finish of marine fusion bond coat in dove grey colour or as per approved colour. Mesh strands to be 3mm diameter minimum, cut resistant and with an aperture not exceeding 12mm x 12mm.
- Provide 100mm electro-galvanized, 2mm thick, toughened steel spikes on top of fence.
- Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of fence to achieve a minimum total height of 3000mm.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

- The products specified must be manufactured and installed in accordance with the manufacturers specifications and should carry at least a SABS or higher standards certificate.

6. SIGNAGE WALL (Drawing Annexure 8).

6.1 Remove the existing prefab fence and replace with 2465mm high signage wall on the right hand side space of the vehicle gate in front of the CSC building.

- ❖ Minimum brick specification: Face brick with satin finish manufactured from burnt clay in terracotta color or similar approved to match and tie-in with existing structures.
- Provide a 2465mm high face brick wall built in stretcher bond with recessed mortar joints, provide brick force every fourth brick course.
- Foundation wall to be minimum 340mm deep with reinforced concrete footing as specified by Civil and Structural Engineer. Strip foundation below to achieve minimum depth of 570mm.
- The perimeter wall must be designed by a registered architect with lateral support columns and expansion joints, all in compliance with the minimum standards and regulation of SANS10400, part: K, table 17. Provide a brick on edge roller course to the top of the wall and lateral support columns.
- The wall must be secured with 100mm electro-galvanized, 2mm thick, toughened steel security spikes on top of roller course.

Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of wall to achieve a minimum total height of 3000mm. Provide minimum 50mmØ uPVC weep holes to the bottom of the wall to accommodate storm water flow-off. In-situ concrete foundations as specified by a professional engineer appointed by the contractor

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

7. SITE CLEANLINESS

The Contractor shall clear away all debris and excess materials accumulated at the site and dispose of it away from the station premises, maintaining a neat site condition. On completion of the project, the contractor shall leave the site in a broom clean condition.

8. WORKMANSHIP

Workers working on site shall be skilled in their job and have related job experience.

9. MATERIAL AND EQUIPMENT DATA SHEET

The contractor shall submit all material and equipment data sheets for employer to accept before any works may commence.

10. SAFETY

The contractor is responsible and shall continue to manage and implement safety and health measures throughout the project.

The employer's representative and the Safety Officer representing the employer reserve the right to suspend work when and where the contractor's health and safety program is considered to be operating in a non-compliant manner.

The contractor shall supply all the Personal Protective Equipment (PPE) for the workers as per the site requirement and the OHS Act. The work will be stopped in case the proper protection equipment is not found with the workers and the time lapse shall be at the contractor's expense.

Contractor will not leave the work site in an unsafe condition or any other condition that might cause harm or injury to personnel, damage to existing work, structures or equipment.

Contractor will use all the safety gadgets, e.g. hard hats, cotton gloves, overalls and goggles to avoid accidents

Any equipment or work considered dangerous shall be immediately discontinued.

11. WARRANTY

The contractor shall guarantee that all work performed will be free from all defects in workmanship and materials and that all installations will have the capacities and characteristics specified.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

12. LEGISLATION AND APPROVALS:

- The contractor shall be responsible to provide the client (SAPS) with a Certificate of Compliance (COC) upon final completion.
- All building work to comply with the National Building Regulations and SANS10400 (2011).

NB:

- **ALL DIMENSIONS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK.**
- **THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS AND BOQ.**
- **ARCHITECTURAL DRAWINGS SUPERSEDE ANY DISCREPANCY FROM SCOPE OF WORK.**

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS



SOUTH AFRICAN POLICE SERVICE

SECURITY UPGRADE SCOPE OF WORKS

SITE INSPECTION PHOTOS

KLIPRIVIER SAPS (GAUTENG)

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**COMPILED BY: SAPS, FACILITY MANAGEMENT: PROGRAMME AND PROJECT,
MANAGEMENT, PRETORIA**

KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS



Figure 1: Prefab fence to be replaced

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS

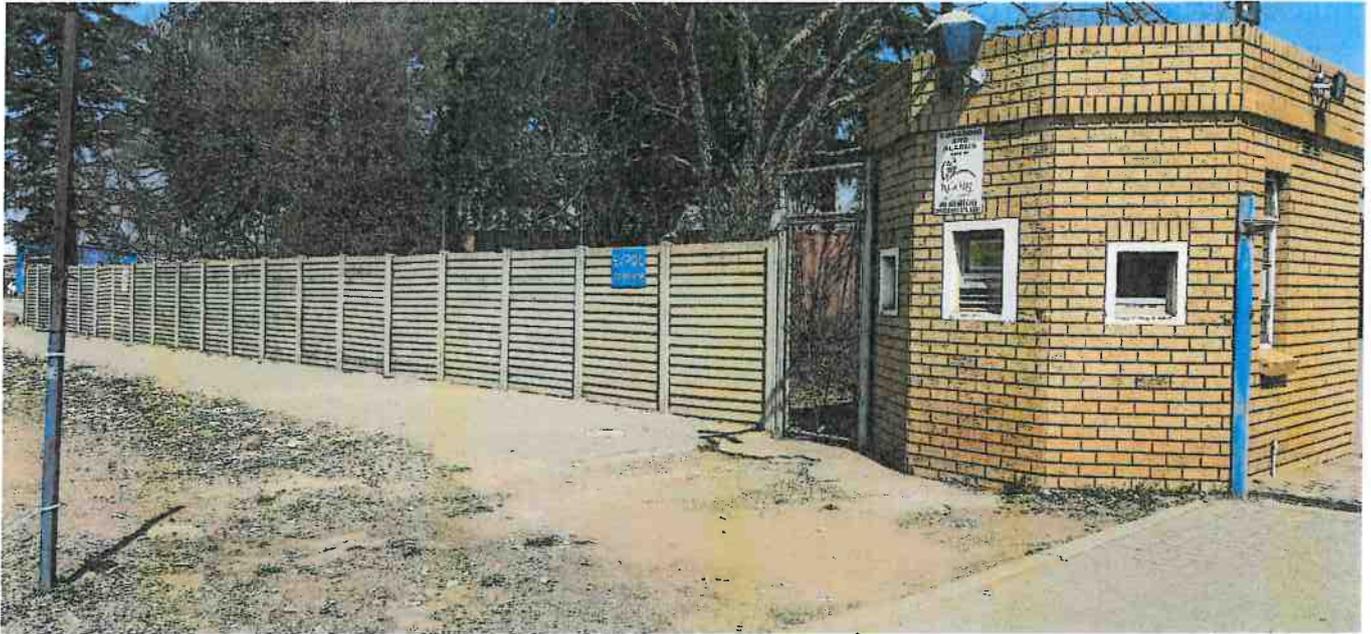


Figure 2: Prefab fence to be replaced.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE SCOPE OF WORKS

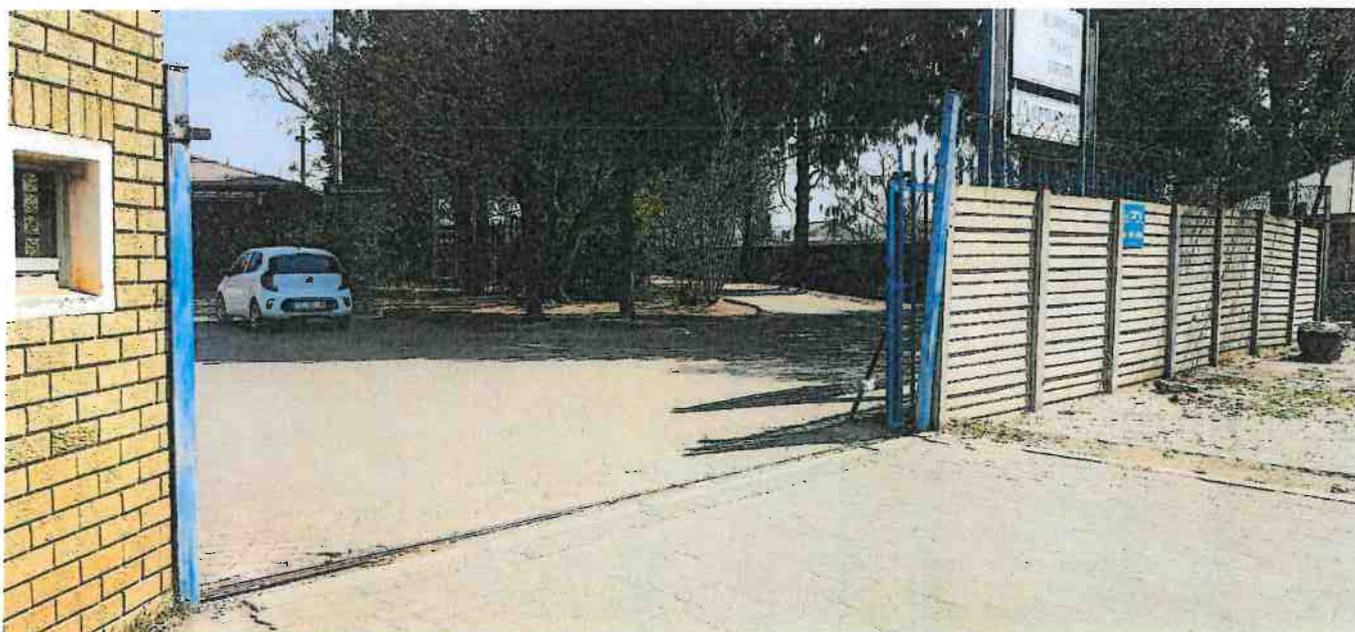


Figure 3: Vehicle sliding gate to be replaced

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS

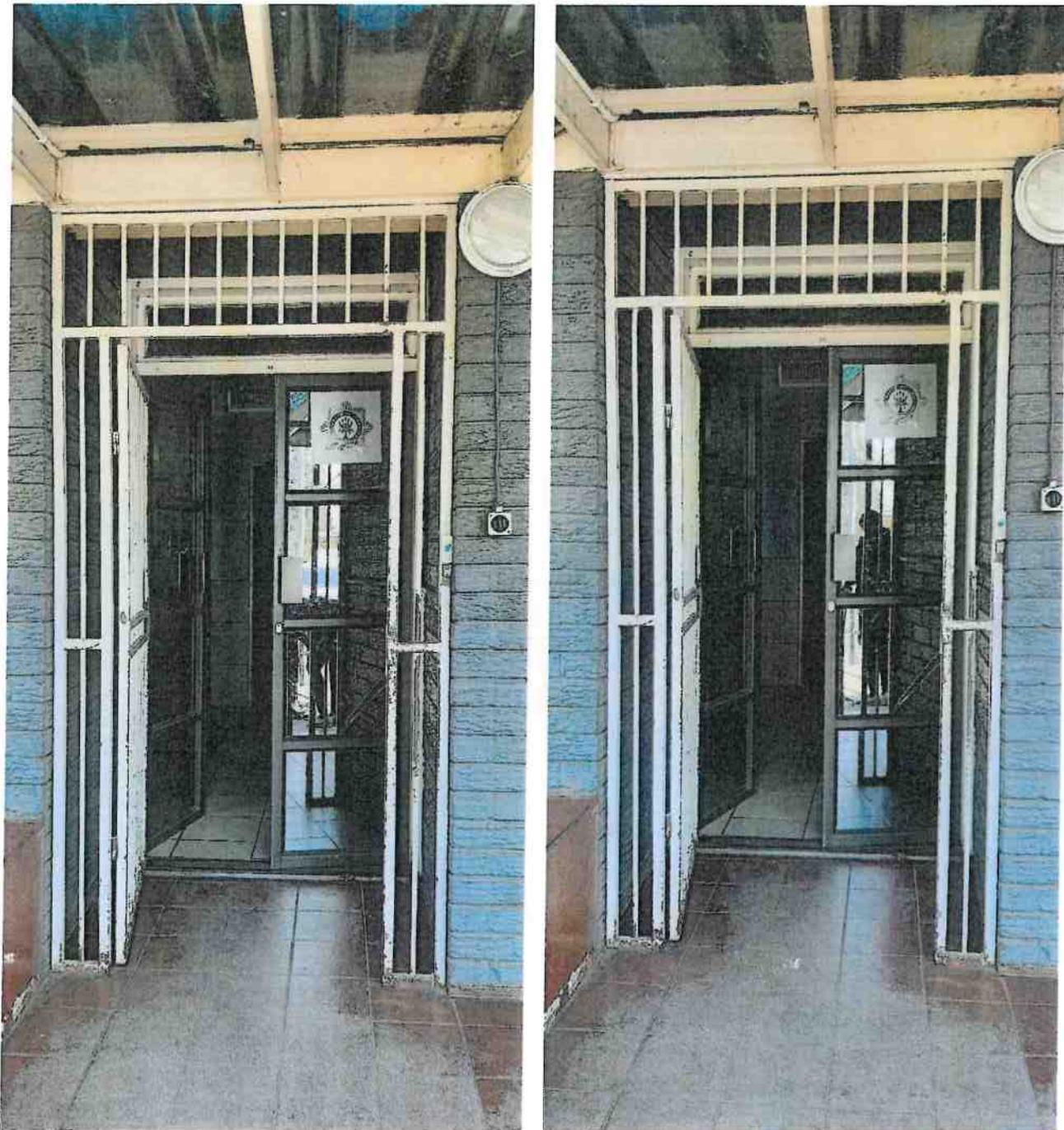


Figure 4: CSC burglar door to be replaced.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS

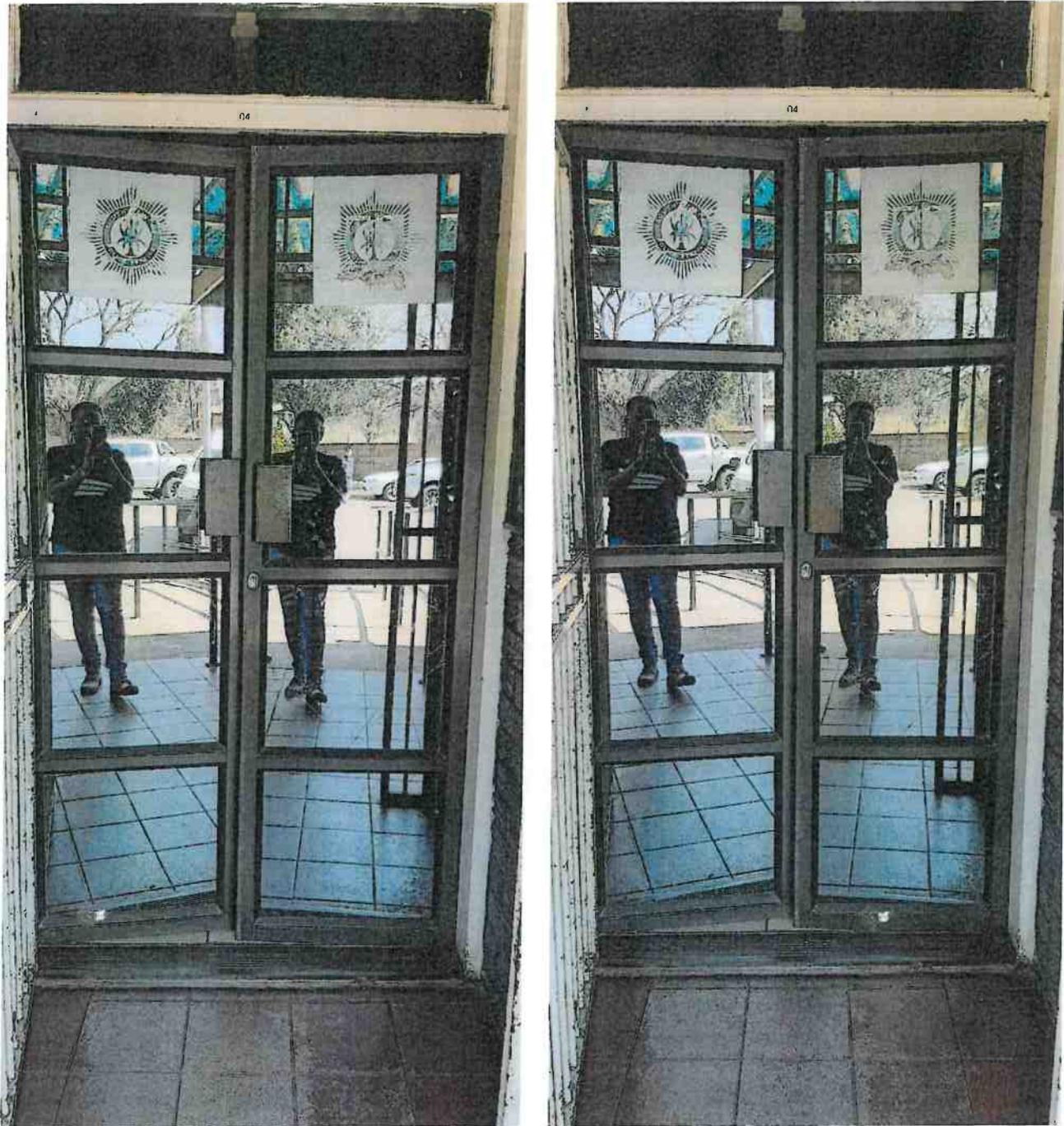


Figure 5: CSC aluminium door and steel frame to be replaced.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS

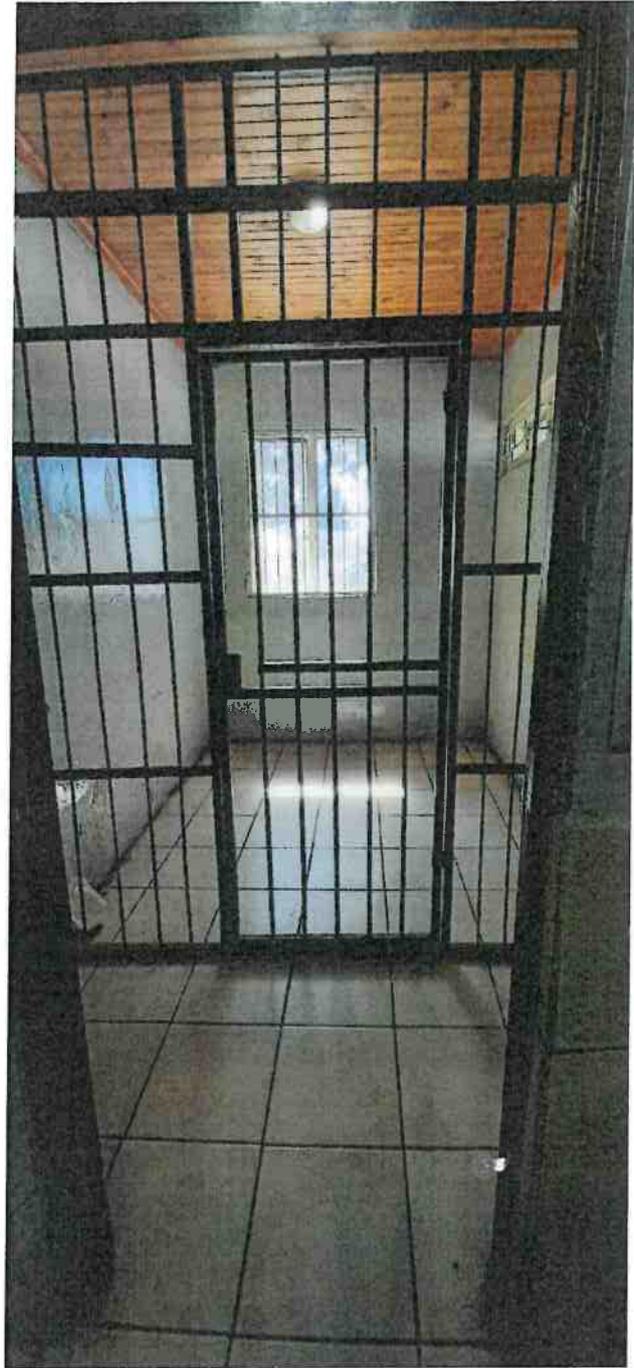
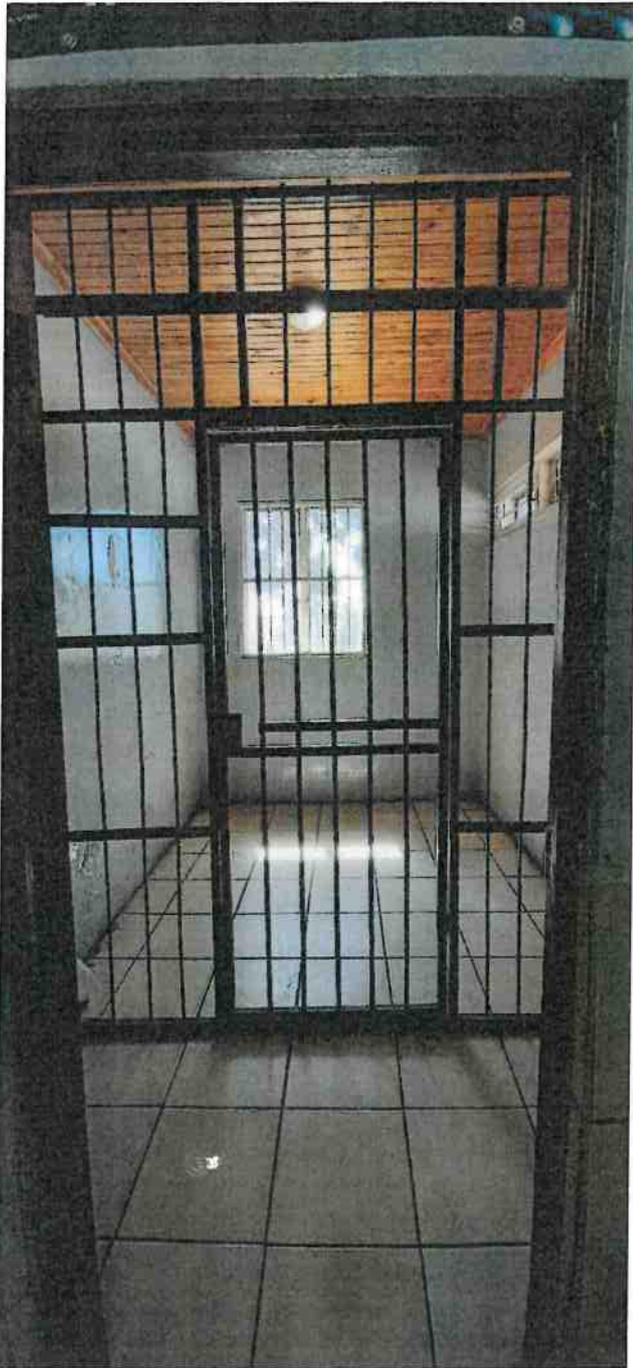


Figure 6: Holding cell burglars to be replaced.

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KLIPRIVIER SAPS: GAUTENG PROVINCE: SECURITY UPGRADE
SCOPE OF WORKS

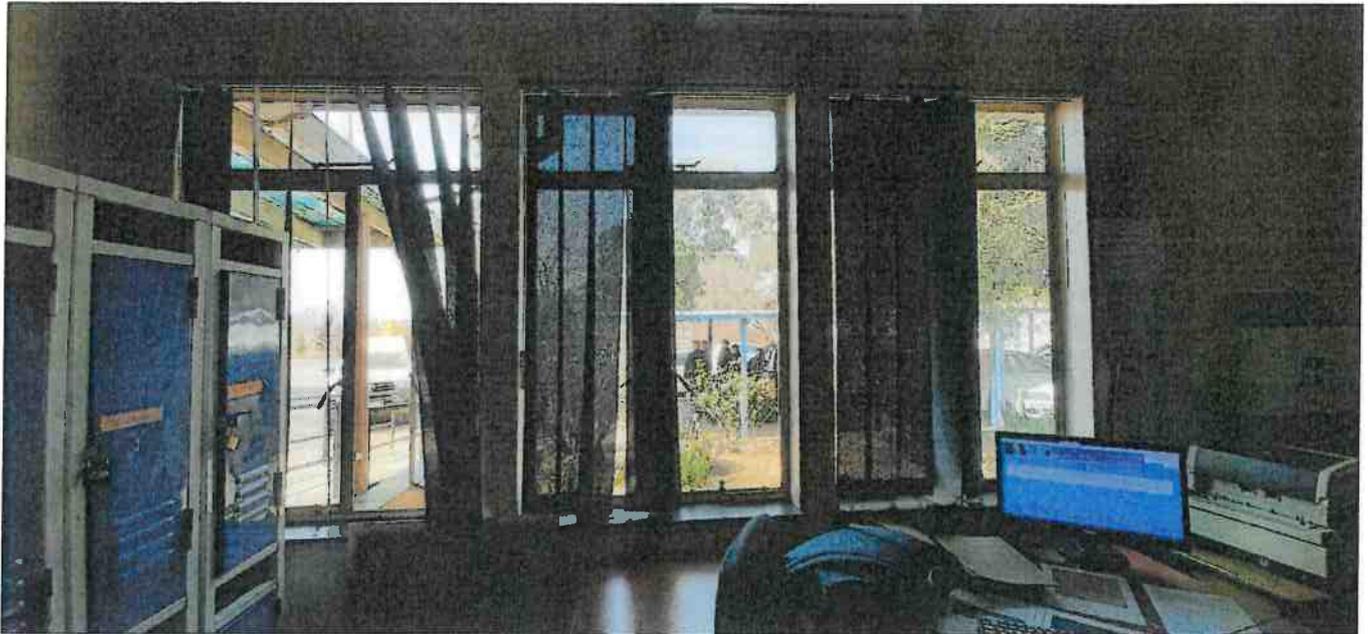


Figure 7: Install new burglar bars on CSC admin office windows.

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SOUTH AFRICAN POLICE SERVICE

SECURITY UPGRADE SCOPE OF WORKS

KLIPRIVIER SAPS (GAUTENG)

CIVIL/STRUCTURAL SCOPE

**COMPILED BY: SAPS: FACILITY MANAGEMENT: PROGRAMME AND PROJECT
MANAGEMENT: PRETORIA**

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1 DESCRIPTION OF WORKS

The Kliprivier Police Station is to undergo some security Upgrades. The proposed upgrade entails the construction of a new perimeter fence and the provision of burglar bars and new gates where required in and around the police station. The provision of the required upgrades should comply with relevant standards such as the Occupational Health and Safety Act, SANS 10400 Part K and the National Building and Construction Regulations.

2 SCOPE OF THE WORKS

The civil/structural scope for the proposed security upgrades at the police station includes:

- Construction of a new perimeter fence around the perimeter of the police station.
- Construction of a new signage wall at the entrance of the police station.
- Construction of foundation to accommodate new steel sliding gate.

3 EXTENT OF THE WORKS

3.1 General

- Undertake the relevant and necessary risk assessment.
- Cordons off/barricade work area in a safe and effective manner, allowing normal operations to continue.
- Identify any existing services or equipment at risk of damage due to the construction activities and protect in a safe and effective manner.
- Clear site of any obstructions impeding the intended construction.

3.2 Perimeter fence

3.2.1 Removal of Existing Perimeter fence

- Remove and discard existing precast concrete wall (inclusive of the barbed wire), support columns and their bases.

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3.2.2 Construction of new Perimeter fence and Signage wall (Drawing Annexure 4 & 8)

- Set out the fence set out points and required levels for the strip foundation.

- Excavate to required levels, 750 mm below natural ground level (NGL), including compaction of insitu material to accommodate new foundation.
- Cast 15MPa 50mm concrete blinding layer.
- Cast 25MPa 600mm x 250mm reinforced concrete strip foundation with 30mm reinforcement cover; reinforced with 3Y10 Top & Bottom and Y10@200 Links.
- Construct boundary wall as per architectural drawings Annexure 4.
- Construct Signage wall as per architectural drawings Annexure 8.
- Drill into brickwork to accommodate 50mm diameter UPVC weep holes at a maximum spacing of 600mm c/c where applicable as shown on the architectural drawings Annexure 4.
- Grade surrounding area to ensure effective drainage away from the boundary wall.

3.2.3 Construction of new Perimeter fence (Double skin fencing panel-Drawing Annexure 12)

- Set out the fence set out points and required levels for the strip foundation.
- Excavate to required levels, 600mm below natural ground level (NGL), including compaction of in-situ material to accommodate new foundation.
- Cast 15MPa 50mm concrete blinding layer.
- Cast 600mm x 600mm x 600mm unreinforced foundations to support Mild steel gateposts as shown on Architectural drawing Annexure 12.
- Cast 25MPa 600mm x 250mm reinforced concrete strip foundation with 30mm reinforcement cover; reinforced with 3Y10 Top & Bottom and R8@200 Links.
- Construct Brick wall and double skin fencing panels to required heights as per architectural drawing Annexure 12.
- Drill into brickwork to accommodate 50mm diameter UPVC weep holes at a maximum spacing of 600mm c/c where applicable as shown on the architectural drawing Annexure 12

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- Grade surrounding area to ensure effective drainage away from the boundary wall.

3.2.4 Vehicle Access gate: Foundations

- Break existing surface to accommodate the construction of the sliding gate foundation.
- Set out points and required levels for the sliding gate foundation.
- Excavate to required levels, 300mm below finished road level, including compaction of in-situ material to accommodate new foundation.
- Cast 15MPa 50mm concrete blinding layer for foundations.
- Place 152x152x23 Mild steel H-Section (See architectural drawing Annexure 9) welded to lugs and cast into 25MPa 300mm x 300mm unreinforced concrete foundation.

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SOUTH AFRICAN POLICE SERVICE
SECURITY UPGRADES AT KLIP RIVIER SAPS
SECTION. 1
BILL NO 1

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SECTION NO. 1</u>				
	<u>BILL NO. 1</u>				
	<u>PRELIMINARIES AND GENERAL</u>				
	The agreement is to be the JBCC Series 2000 Minor Works Building Agreement, 4th Edition March 2004, and other contract documents that together form the contract between the employer and contractor				
	The contractor shall agree the location of all temporary services with the principal agent before installation and on completion remove same and make good				
	Tenderers are referred to the aforementioned document for the full intent and meaning of each clause thereof for which such allowance must be made as required hereinafter				
	<u>SPECIFIC REQUIREMENTS</u>				
	The contractor shall allow for the following specific requirements of the employer:				
	Main notice board of an approved design with the title of the project and the names of the employer, the agents and the contractor signwritten thereon				
1	2450x1225x2400mm high	Item	1		
	Suitable office accommodation for meetings held on site	Item	1		
	<u>OWN REQUIREMENTS</u>				
	In addition to the specific requirements of the employer, detailed above, the contractor shall allow for his own preliminary and/or overhead costs as required for the execution of the contract such as the following and any other requirements he may wish to add:				
	<u>Facilities for Contractor</u>				
3	Security and Storage Sheds	Item	1		
4	Ablution and Latrine Facilities	Item	1		
5	Tools and Equipment	Item	1		
6	Water	Item	1		
	Sub- total Carried Forward				

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ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Sub- total Carried Forward				
7	Electricity	Item	1		
8	Removal of site establishment and cleaning of construction site	Item	1		
	<u>Health and Safety Regulations</u>				
9	Preparation of Health and Safety plan including file including Covid 19 regulations	Item	1		
10	Healthy and Safety Training- Toolbox	Item	1		
11	Personnel protective clothing and Equipment	Item	1		
12	Fences, Signs and Barricades	Item	1		
13	Establishment of Safety Administration-Safety Officer	Item	1		
<i>Total carried to final summary</i>					

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**SECTION 2:
BUILDING WORKS**

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SECURITY UPGRADES AT KLIP RIVIER SAPS

Item NO		Unit	Quantity	Rate	Amount
	<p>SECTION 2</p> <p>INTERNAL BUILDING WORKS</p> <p>BILL NO 1</p> <p>PREAMBLES</p> <p>Tenderers shall refer to the "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors</p> <p>SUPPLEMENTARY PREAMBLES</p> <p>BURGLAR BARS, SECURITY GATES ETC</p> <p>GATES, GRENADE SCREENS, BURGLAR PROOFING ETC</p> <p><u>Supply and install burglar proofing</u></p> <p>High quality mild steel burglar bar according to details and specification as per Annexure 10 (Burglar Proofing Detail) to be installed internally on the inside of the window opening</p> <p>All External gates leading to, from the CSC, and around the rest of the surrounding building must be fitted with high quality cylinder lockset</p>				
1	<p>Remove the existing 5200 mm x 1800 mm steel Vehicle gate in front of the CSC</p>	No	1,00		
	<p>VEHICLE SLIDING GATE</p> <p>5200mm x 2400mm High motorised sliding gate with minimum 600mm high razor wire on top. The frame to be constructed from 50mm x75mm mild steel rectangle tubing painted the same colour as the fence panel finish. The steel panels to be clamber proof with see through capabilities and a top coat finish of marine fusion bond coat in dove grey colour or as per the approved colour. The mesh strands to be 3mm in diameter minimum, cut resistant and with aperture not exceeding 12 x 12mm. Provide 100mm electro galvanised, 2mm thick toughened steel spikes on top of gate. The gate must be lockable with a heavy duty padlock from inside of the premises. Heavy load gate rollers with bearings and spring support to be used. The gate to be fitted with 80mm ø industrial type V-wheels. Addition wheels to be fitted to gate when exceeding the gate weight of 1100kg. The track for the gate shall consist of: 152 x 152mm Mild steel H-Section beam cast in reinforced concrete foundation. The mild steel H-Section beam to be levelled prior to casting the beam in concrete. 20 x 3mm Mild steel flat bar lugs to be welded along the length of the beam at maximum 600mm c/c. Lugs to be cut minimum 150mm lengths. 20mmØ Mild steel solid round bar welded on top of mild steel H-Section beam to ease opening the gate manually and take strain off gate motor. Gate to be fitted with 80mm diameter industrial type V Wheels. Please refer to architectural drawings.</p>	No	1,00		
	<p>Remove the existing 5200 mm x 1800 mm steel Pedestrian gate in front of the CSC</p>	No	1,00		
	<p>PEDESTRIAN GATE</p> <p><u>Purpose made welded, framed gate. Gate fabricated from 76 x 76 x 4.5 mm square hollow sections. Frame fixed to masonry wall with M10 rawl bolts, and to steel column by M10 bolts. With mesh panel including two 100 mm bullet hinges, 50 mm brass padlock with stainless steel shackle and corrosion protection, complete with security spikes and razor wire, as per drawing JNR45-NSE-SAPS-DRG-R559</u></p> <p><u>Security spikes: 2 mm thick toughened steel 100 mm electro-galvanized spikes fixed to the top of the fence panels.</u></p> <p><u>Razor wire: 600 mm high galvanized high tensile steel flat wrap razor wire fixed to the top of fence panel.</u></p> <p><u>Gate shall be painted according to project specification. The gate shall open inwards. Locks to be supplied by others</u></p> <p>Single gate and frame as per drawing</p>	Sum	1,00		
	Sub-total Carried Forward				

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Item,NO		Unit	Quantity	Rate	Amount
	Sub-total Brought Forward				
3	Remove the existing CSC burglar gate,size 1200 mm x 2500 mm	No	1,00		
4	Supply and install burglar gate ,size 1200 mm x 2500 mm	No	1,00		
5	Remove existing damaged CSC alluminium and glass door(public door) ,size 1200 mm x 2500 mm inclusive of frame	No	1,00		
6	Supply and install CSC alluminium and glass door(public door) ,size 1200 mm x 2500 mm inclusive of frame	No	1,00		
7	Remove existing holding cell burglar,size 2200 mm x 2700 mm	No	1,00		
8	Supply and install burglar gate to the holding cell ,size 2200 mm x 2700 mm	No	1,00		
9	Supply and install burglar gate to the kitchen wooden door ,size 1070 mm x 2100 mm	No	1,00		
10	Supply and install burglar Bars at the CSC admin office ,size 980mm x 1500 mm	No	3,00		
	Carried Forward to Summary of Section 2				

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**SECTION 3:
EXTERNAL WORKS**

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SECURITY UPGRADES AT KLIPRIVIER SAPS

Item No		Unit	Quantity	Rate	Amount
	SECTION 3				
	EXTERNAL WORKS				
	BILL 1 - SITE PREPARATION				
	Tenderers shall refer to the "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors				
	Note: Tenderers are advised to study the Model Preambles for Trades before pricing this bill.				
	EXISTING SERVICES				
	Removal of existing Prefabricated structure				
1	Remove the existing prefabricated structure, size 1800 mm high x 140 000 mm long behind the CSC	m	140,00		
	Remove the existing prefabricated structure, size 1800 mm high x 102 000 mm long on the right side of the CSC	m	102,00		
	Remove the existing prefabricated structure, size 1800 mm high x 102 000 mm long on the cell block side	m	102,00		
	Removal of existing paving				
	Identification of Underground Services				
2	The Contractor shall be responsible for identifying and relocation all underground services (i.e. electrical cables, telephone/network cables, water pipe, sewage pipes, etc) that are on the way of the construction works	Sum			
	Site Clearance				
3	The Contractor shall clear and strip area	m ²	688,00		
	Carried Forward To Summary of SECTION 3 - Bill 1				

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Item No		Unit	Quantity	Rate	Amount
	SECTION 3				
	EXTERNAL WORKS				
	BILL 4 - MASONRY				
	PREAMBLES				
	Tenderers shall refer to the "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors				
	SUPPLEMENTARY PREAMBLES				
	BRICKWORK				
	Sizes in descriptions				
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick				
	Wall ties				
	Face bricks				
	Bricks shall be ordered timeously to obtain uniformity in size and colour				
	Pointing				
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
	Samples				
	Samples of all masonry building units, except those for walls described as "load bearing", shall consist of a minimum of 6 units. Samples of building units to be used in walls described as "load bearing" shall consist of 30 units from every 30 000 units delivered to site				
	BRICKWORK				
	<u>Brickwork of NFX bricks (14 MPa Nominal compressive strength) in class II mortar</u>				
1	Foundation brickwall	m ²	412,80		
2	660 x 440 mm brick piers spaced at 3200 mm c/c	m ²	460,52		
	BRICKWORK SUNDRIES				
	DPC layer				
3	250 mm DPC layer	m	344,00		
	Brickwork reinforcement				
4	200 mm wide reinforcement built into every 5 horizontally row	m	600,00		
	FACE BRICKWORK				
	<u>External facings in approved (FBX) face brick wall in stretcher bond with 6 mm deep recessed joints, pointed with a square jointer, built with approved bricks similar to match the existing face bricks. All face brick to be cleaned from mortar splashes with mortar lift, sugar soap and rinsed with water.</u>				
5	Extra over brickwork for face brick brickwork	m ²	850,00		
	660 x 440 mm brick piers spaced at 3200 mm c/c	m ²	461,60		
	<u>Brick-on-edge header course copings of approved (FBX) face brick wall in stretcher bond with flush joints, built with approved bricks similar to "Agata Travertine / Camel Travertine" by corobrick. All face brick to be cleaned daily from mortar splashes with water, sugar soap, mortar lift (as required) to creating neat flush joints. Finish internal walls with brick dressing similar or equal to Plascon thermolastic brick dressing, external walls to be left natural</u>				
6	Coping on top of one brickwall	m	344,00		
	Weep Holes				
7	Provide 110mm diameter weep holes at 2900 mm centres	No	114,67		
8	Fence Provide an 1800mm(h) x 3305mm(w) single skin fencing panel consisting of carbon hardened and galvanized steel mesh panels and support posts with security spikes and flat wrap razor wire on top. Mesh to be installed above wall. Support posts to project 600mm above the top edge of the steel mesh panels as support for the high tensile steel flat wrap razor wire. Overall height to be minimum 3000mm above natural ground line. Support post to be 85mm front face, tapering to 45mm with depth of 85mm. Post shall include locking recess mechanism to secure panel. Post to be space 3390mm c/c. The fence and support post to be built flush with external face of the wall, the wall must not have a foot hold to the street/public side. Refer to Annexure 12 for detail drawing. Fence panel to have 70' flanges along the sides, 90' flange along the top and 30' flange along the bottom. The panel facing the street must be in a horizontal position and the internal panel to be in a vertical position to reduce the aperture size of the panel. Fence panels to be clamber proof with see-through capabilities and have a top coat finish of marine fusion bond coat in dove grey colour or as per approved colour. Mesh strands to be 3 mm diameter minimum, cut resistant and with an aperture not exceeding 12 x 75 mm. Provide 100mm electro-galvanized, 2mm thick, toughened steel spikes on top of fence. Provide minimum 600mm high galvanized high tensile steel flat wrap razor wire on top of fence to achieve a minimum total height of 3000mm	No	30,00		
	SECURITY SUNDRIES				
9	Security spikes, 2 mm thick toughened steel 100 mm electro-galvanized spikes fixed to the top of the brickwall, complete with fasteners	m	274,00		
10	Razor wire, 600 mm high galvanized high tensile steel flat wrap razor wire to the top of brickwall, complete with all supports and fasteners	m	274,00		
	Carried Forward To Summary of SECTION 3 - Bill 4				

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SECURITY UPGRADES AT KLIP RIVIER SAPS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT (R/c)
1	Supply amoured SWA cable, low voltage, 4 core PVC/SWA SHEATHED, Cu (SANS 1507-3), in ground/ducts/air (4mm ²) complete with accessories	p/m	505		
2	Supply PVC insulated, non-sheathed, copper conductor/cable, low voltage single core, stranded (4mm ²) complete with accessories	p/m	505		
3	Supply amoured SWA cable, low voltage, 3 core PVC/SWA SHEATHED, Cu (SANS 1507-3), in ground/ducts/air (2,5mm ²) complete with accessories	p/m	78		
4	Supply flat twin and earth, Cu, PVC insulated white 2.5mm ²	p/m	350		
5	Supply 20 Amp, three pole. 3 kA, circuit breaker	no	2		
6	Supply 20 Amp, single pole. 3 kA, circuit breaker	no	1		
7	Supply 15 Amp, single pole. 3 kA, circuit breaker	no	1		
8	Supply Photocell (Day Switch) 15Amp, three phase complete	no	2		
9	Supply Surge Protection Device (SPD) three phase	no	1		
10	Contactora 20A 3 pole 380-400 AC	no	2		
11	Supply and install Galvanize Pole - 3.6m hot dipped galvanize pole, base plate, backing board & inspection cover with tamper proof screws and 10Amp control Circuit Breaker	no	40		
12	Excavation depth of 0,5 and width of 0,4m of soft rock/hard rock & backfilling (cable installation)	c ³ /m	410		
13	Excavation depth of 0,5 and width of 0,4m of soft rock/hard rock & backfilling (poles installation)	c ³ /m	40		
14	25 Mpa concrete plinth	sum	1		
15	Supply and install electrical warning tape - buried cable	m	410		
16	Reinstate soft rock, hard rock concrete and paving after cable installation	sum	1		
17	Supply post top luminaires – 36 watt decorative LED (see specification for LED post top) - IP 66, complete or similar approved	no	40		
18	Supply pedestal post top luminaires – 19 watt Police blue light version decorative LED (see specification for LED post top) - IP 66, complete or similar approved	no	1		
20	Decommission, disconnect, strip and store existing wall mounted light fitting	no	1		
21	Supply exterior 16W LED bulkhead (see specification for LED bulkhead) IP 65 rating, neutral white (4000k), complete or similar approved	no	2		
	Sub-total Carried Forward				

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FINAL SUMMARY: SECURITY UPGRADES AT KLIP RIVIER SAPS

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2	SECTION 2 - BUILDING WORKS			
	Bill 1 - INTERNAL WORKS			
3	SECTION 3 - EXTERNAL WORKS			
	Bill 1 - Site Preparation			
	Bill 2 - Earthworks			
	Bill 3 - Concrete, Formwork and Reinforcement			
	Bill 4 - Masonry, Fencing, Etc			
	Bill 9 - Electrical			
	Sub - Total			
	Add 10 % Contingencies			
	VAT (@ 15%)			
Carried to Form of Offer and Acceptance				

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**APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT
KLIPRIVIER POLICE STATION IN GAUTENG PROVINCE**

BID: 19/1/9/1/122TB(22)

PART C

CONTRACT

PART C 3

OCCUPATIONAL HEALTH AND SAFETY

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HEALTH & SAFETY SPECIFICATION

FOR CAPITAL WORKS AND PLANNED MAINTENANCE PROJECTS MANAGED ON BEHALF OF SOUTH AFRICAN POLICE SERVICE (THE "CLIENT")

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1. PREAMBLE

In terms of Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), South African Police Service, as the Client must prepare a suitable, documented and coherent site specific health and safety specification for the intended construction work based on the baseline risk assessment.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 7 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk

Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.

The South African Police Service is tasked to provide accommodation and operational facilities to a very large proportion of its members. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the South African Police Service. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognizance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract

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documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The **South African Police Service** is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the **South African Police Service**. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6, 7 and 8 of the construction regulation (2014).

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- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

Construction Work Permit – means a document issued by the Provincial Director of Department of Labour

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors.

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

“Hazard” – means anything including work activities and practices with the potential to cause harm;

“Risk” – means the likelihood that harm will occur and the subsequent consequences.

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To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a site, activity or project documented plan in accordance with the clients health and safety specification

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

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“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Health and Safety File – means a file, or other record containing the information in writing required by Construction Regulations.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(k), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any

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deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	8(5)	Construction Safety Officer	Contractor
9.	8(7)	Construction Supervisor	Contractor
10.	8(8)	Responsible employee	Contractor
11.	9(1)	Competent risk assessor	Contractor
12.	10(1)	Fall protection planner	Contractor
13.	12(1)	Temporal work designer	Contractor
14.	12(2)	Supervisor of temporal work operation	Contractor
15.	12(3)(F)	Competent temporary works inspector	Contractor
16.	13(1)(a)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(1)	Competent demolition supervisor	Contractor
19.	14(11)	Explosives expert	Contractor
20.	16(1)	Scaffold supervisor	Contractor
21.	17(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access Supervisor	Contractor

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.

23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)(b)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor
		OTHER APPOINTMENTS	
	ACT /REGULATION	APPOINTMENT	
1	16(1)	CEO	
2	16(2)	Deputy CEO	
3	17	Health and safety representatives	
4	19	Health and Safety committee members	
5	37(2)	Mandatory agreement	
6	GAR 9(2)	Incident investigator	
7	GSR 3	Competent First aider	
8	GSR 5(1)	Competent Confined space inspector	
9	DMR 18(5)(a)	Lifting machine inspector	
10	DMR 18(5)(a)	Lifting machine entity	
11	GMR 2	Supervisor of machinery	

5.2 Communication, Participation & Consultation

5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act

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- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents.

Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made adequate provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site

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and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety. They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.

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- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.

- (c) The principal contractor should prepare a H&S plan that includes

- project information;
- client requirements for H&S management on the project; Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

- (d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
- details of the principal contractor;
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

- (e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- the development of a construction project traffic management plan;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;

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- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- The Principal Contractor must, in terms of Construction Regulation 7(2) (b), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.

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5(1)(n) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - dies
 - becomes unconscious
 - loses a limb or part of a limb
 - is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- a major incident occurred
- the health or safety of any person was endangered
- where a dangerous substance was spilled
- the uncontrolled release of any substance under pressure took place
- machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

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d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:

- The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation

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vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

- The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

- The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

- The Principal Contractor is required to provide a s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports. The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

- The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

- The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

- Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

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(i) **Reporting Of Near-Misses**

- **South African Police Service** views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- **South African Police Service** retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

- H&S Representatives must form part of the incident/accident investigating team.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives('SHE – Reprs')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

- The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.

b) Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work and **Demolition work**
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & **mobile plant**
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

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14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction Regulation Regulation 4	Notice of carrying out Construction work	<ul style="list-style-type: none"> Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> Updated copy of Act & Regulations on site Readily available for perusal by employees
COID Act Section 8(1)	Registration with Compensation Insurer	<ul style="list-style-type: none"> Written proof of registration/Letter of good standing available on Site
Construction Regulation 3 (5.7.1)	H&S Specification & Programme	<ul style="list-style-type: none"> H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction Regulation 9	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> Hazard Identification carried out/Recorded Risk Assessment and - Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> Responsibility of complying with the OH&S Act assigned to other persons by CEO
Construction Regulation 8(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> Competent person appointed in writing as Construction Supervisor with job description
Construction Regulation 8(2)	Designation of Assistant for above	<ul style="list-style-type: none"> Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports Reports actioned by Management.

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Section 19 & 20 General Administrative Regulations 5	Health & Safety Committees	<ul style="list-style-type: none"> H&S Committee established. All H&S Reps shall be members of H&S Committee Additional members are appointed in writing. Meetings held monthly, Minutes kept Actioned by Management
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> Written agreement with (Sub-)Contractors List of Sub-Contractors displayed Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 9 COID Act Sect 38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> Incident Reporting Procedure displayed All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management
Construction Regulation 10	Fall Prevention & Protection	<ul style="list-style-type: none"> Competent person appointed to draw up the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction Regulation 23 Driven Machinery	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointees available on Site

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Regulations 18		<ul style="list-style-type: none"> Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection - All cranes - daily by operator <ul style="list-style-type: none"> Tower Cranes - after erection/annually Other cranes - annually by comp. person Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site
Construction Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: Drilled/Practiced Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid boxes displayed. Location of First Aid boxes clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries

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General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> PSE Risk Assessment carried out Items of PSE prescribed/enforced Records of Issue kept Undertaking by Employee to use/wear PSE PSE remain property of Employer, not to be removed from premises (SSR 214)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> Competent Person/s with specific knowledge and experience designated to inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointees available on Site All new vessels checked for leaks, leaking vessels NOT taken into stack but returned to supplier immediately Equipment identified/numbered and entered into a register Equipment inspected weekly. Inspection Register kept Separate, purpose made storage available for full and empty vessels Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and weekly thereafter. Inspections register kept Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. Daily inspected and noted in register
General Safety regulation 13B	Ramps	

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15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

- The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 February 2014, stipulated in Section 7.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

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- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSEKEEPING

Good housekeeping will be maintained at all times as per **Construction Regulation No. 27**. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

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The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended

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20. FACILITIES

The site establishment plan shall make provision for:

20.1 Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

20.2 Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

20.3 Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

20.4 Smoking Areas

Designated smoking areas shall be established by **Principal Contractor**

20.5 Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and client.

20.6 Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

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20.7 Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by South African Police Service Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

20.8 Erection of Structures for Logistic Support

Prior to site establishment South African Police Service shall approve the contractor's site plan.

South African Police Service shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

20.9 Salvage Yard Management

Depending on the site specific arrangements and procedures, South African Police Service may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

20.10 Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with South African Police Service in writing.

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

20.11 Hazardous Chemical Substances Waste Removal

South African Police Service shall provide a facility to collect all hazardous chemical waste material. The contractor shall provide adequately marked and sealable containers to transport the hazardous chemical waste from the source to the approved South African Police Service disposal point.

20.12 Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS).

21. LOCKOUT SYSTEMS

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.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

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ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN
SOUTH AFRICAN POLICE SERVICE
(Hereinafter referred to as South African Police Service)

AND

.....
(Name of contractor/supplier/Agent/)

I, [name] representing [insert name of contractor/supplier], do hereby acknowledge that [insert name of contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service [insert brief details of project/service, for example, name, contract/project number] and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between [insert name of contractor/supplier/Agent Safety Manager/Safety Officer] and South African Police Service which will ensure compliance by [insert name of contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and

such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at (Place)

(Full name) (Signature) on

behalf of (Supplier/contractor/Agent)

Contractor Responsible Manager (responsible for signing the South African Police Service contract on behalf of the contractor)

Witnesses

- 1.
- 2.

Signed this day of 20

at (Place)

(Full name) (Signature) on

Behalf of South African Police Service.
(Contracts and/or Project Manager or South African Police Service representative)

Witnesses

- 1.
- 2.

PROJECT:
(full name AND site address of project)
(and full or proper description of project)

WCS NO: (works control system number)

SUPERVISION BY THE SOUTH AFRICAN POLICE SERVICE:

Mr /Ms/Me - CONSTRUCTION PROJECT MANAGER
(add full details of the project manager)

Mr /Ms/Me - CONSTRUCTION MANAGER
(add full details)

Mr /Ms/Me AGENT:
(full particulars of agent)

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: (full particulars of principle contractor / contractor)

Mr /Ms/Me - CONSTRUCTION HEALTH & SAFETY OFFICER
(add full details and contact of this officer)

Mr /Ms/Me - CONSTRUCTION HEALTH & SAFETY MANAGER
(add full details of this officer)

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Mr /Ms/Me

-

CONSTRUCTION MANAGER
(add full details of the head of the project)

.....
.....

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