

(C1)

(C2) **Tender description:**

**Tender description:**  
Appointment of contractor for security upgrade at Pretoria Central Police Station in Gauteng Province

(C3)	Designated product(s)

**Designated product(s)**  
**Tender Authority:**  
**Steel Materials & Motor Gate**  
**South African Police Service**

**Tendering Entity name:**

**Tendering Entity name:**  
**Tender Exchange Rate:**

Specified local content %

**Note:** VAT to be excluded from all calculations

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Tender item no's		List of items	Calculation of local content					Tender summary			
			Tender price - each (excl VAT)	Exempted imported value	Tender value- net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
1	25Mpa reinforced concrete thickening to surface bed										
2	3100mm x 1980mm high retractable security gate										
3	3220mm x 2500mm high retractable security gate										
4	2090mm x 2300mm high retractable security gate										
5	2032mm x 900mm high security gate										
6	2030mm x 980mm high burglar proof										
7	Supply and install heavy duty gate motor security double vantage 500 swing motor kit										
							(C20) Total tender value R				
							(C21) Total Exempt imported content R				
							(C22) Total Tender value net of exempt imported content R				
							(C23) Total Imported content R				
							(C24) Total local content R				
							(C25) Average local content % of tender				

Signature of tenderer from Annex B

Date: \_\_\_\_\_

(C20) Total tender value R

(C21) Total Exempt imported content R

(C22) Total Tender value net of exempt imported content R

(C23) Total Imported content R

(C24) Total local content R

(C25) Average local content % of tender

Date: \_\_\_\_\_

## Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

[illegible]

#### **A. Exempted imported content**

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

(D19) Total exempt imported value

**This total must correspond with  
Annex C - C 21**

**B. Imported directly by the Tenderer**

[illegible]

(D32) Total imported value by tenderer

**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party			
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**D. Other foreign currency payments**

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

Date:

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

**This total must correspond with  
Annex C - C.23**

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10)	Manpower costs	(Tenderer's manpower cost)	
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	
(E13) Total local content			
This total must correspond with Annex C - C24			

Signature of tenderer from Annex B

Date:

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## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
 (name)..... in  
 submitting the accompanying bid, do hereby make the following  
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

**BID: 19/1/9/1/109TB (22)**

**PART C**

**CONTRACT**

**PART C1**

**AGREEMENTS AND CONTRACT DATA**

**Tender\* no: 19/1/9/1/109TB(22)****OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the acquisition of: **APPOINTMENT OF A CONTRACTOR FOR SECURITY UPGRADE AT PRETORIA CENTRAL POLICE STATION IN GAUTENG PROVINCE**

The Tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

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

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	<b>R</b>

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

<b>Signature(s)</b>			
<b>Name(s)</b>			
<b>Capacity</b>			
<b>for tenderer</b>			
	<b>(Name and address of tenderer)</b>		
<b>Name and signature of witness</b>		<b>Date</b>	

**Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



**Tender no: 19/1/9/1/109TB(22)**

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

<b>Signature(s)</b>			
<b>Name(s)</b>			
<b>Capacity</b>			
<b>for the Employer</b>	<b>South-African Police Service</b> <b>117 Creswell road</b> <b>Silverton</b> <b>0184</b>		
	<b>Private Bag X 254</b> <b>Pretoria</b> <b>0001</b>		
	<b>(Name and address of employer)</b>		
<b>Name and signature of witness</b>		<b>Date</b>	

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\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no: 19/1/9/1/109TB(22)

**Schedule of Deviations****Notes:**

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

**1 Subject** \_\_\_\_\_**Details** \_\_\_\_\_**2 Subject** \_\_\_\_\_**Details** \_\_\_\_\_**3 Subject** \_\_\_\_\_**Details** \_\_\_\_\_**4 Subject** \_\_\_\_\_**Details** \_\_\_\_\_

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

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\*Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Tender" or "Tenderer".

\*\*Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"



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

Project title	<b>APPOINTMENT OF THE CONTRACTOR:SECURITY UPGRADE:GAUTENG PROVINCE:PRETORIA CENTRAL POLICE STATION</b>
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Tender no:

	<p>The Conditions of Contract are clauses 1 to 41 of the <b>JBCC</b> 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><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> contains all variables referred to in this document and is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>contractor</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b></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 <b>schedule</b>. Key cross reference clauses are italicised in [ ] brackets</p>
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42.0	<b>Part 1: Contract Data completed by the Employer:</b>
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42.1	<b>CONTRACTING AND OTHER PARTIES</b>
42.1.1	<p><b>Employer:</b></p> <p><b>Government of the Republic of South Africa in its South African Police Service</b></p> <p>Postal address: <b>Private Bag X254</b> <b>Pretoria</b> <b>0001</b></p> <p>Tel: <b>012 841 7000</b> Fax: <b>012 841 7495</b></p> <p>Physical address: <b>Supply Chain Management</b> <b>117 Cresswell Rd</b> <b>Silverton</b> <b>0127</b></p>
[1.2]	

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Tender no:

42.1.2 [1.1, 5.1]	<b>Principal Agent:</b> <b>COLONEL X.MBOMBELA</b>  Postal address: <b>Private Bag x254</b> <b>Pretoria</b> <b>0001</b>  Tel: <b>012 349 6000</b> Fax: <b>086 403 0120</b>
[1.1]	<b>Representative of the Employer:</b> <b>Col. T Tlolane</b>  Postal address: <b>Private Bag X254</b> <b>Pretoria</b> <b>0001</b>  Tel: <b>012 349 6000</b> Fax: <b>086 403 0120</b>
42.1.3 [1.1, 5.2]	<b>Agent (1)</b> <b>SAPS</b>  <b>Agent's service:</b> <b>Civil Engineering Services</b>  Postal address: <b>Private Bag x254</b> <b>Pretoria</b> <b>0001</b>  Tel: <b>012 349 6000</b> Fax: <b>086 403 0120</b>
42.1.4 [1.1, 5.2]	<b>Agent (2)</b> <b>N/A</b>  <b>Agent's service:</b>  Postal address:  Tel: Fax:
42.1.5 [1.1, 5.2]	<b>Agent (3)</b> <b>N/A</b>  <b>Agent's service:</b> <b>s</b>  Postal address:

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	Tel:	Fax:
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**Tender no:**

42.1.6 [1.1, 5.2]	<b>Agent (4)</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax:
42.1.7 [1.1, 5.2]	<b>Agent (5)</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax:
42.1.8 [1.1, 5.2]	<b>Agent (6)</b> <b>N/A</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax:
42.1.9 [1.1, 5.2]	<b>Agent (7)</b> <b>N/A</b>  <b>Agent's service:</b>  Postal address:   Tel: Fax: <b>65</b>

<b>42.2</b>	<b>CONTRACT DETAILS</b>
42.2.1 [1.1]	<b>Works</b> description: Refer to document – Scope of Work.



42.2.2 [1.1]	<b>Site</b> description: Refer to document – Site Information.
42.2.4 [41.0]	Specific options that are applicable to a <b>State</b> organ only Where so :

**Tender no:**

[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 <b>defects</b> liability period applicable to the following elements: <b>Mechanical and Electrical Works (12 months Defects Liability Period)</b>
42.2.6 [15.3]	Period for the commencement of the <b>works</b> after the <b>contractor</b> takes possession of the <b>site</b> : One (1) <b>working day</b> .
42.2.7	For the <b>works</b> as a whole:
[24.3.1] [30.1]	The date for <b>practical completion</b> shall be <b>10 Months )</b> from the <b>commencement date</b> and the <b>penalty</b> per <b>calendar day</b> shall be <b>as per the Appendix A attached herein upon award</b> .
42.2.8	For the <b>works</b> in <b>sections</b> :
[24.3.1] [28.1]	The date for <b>practical completion</b> from the <b>commencement date</b> and the <b>penalty</b> per <b>calendar day</b> :  Section 1: <b>N/A</b> <b>Penalty:</b> Section 2: <b>N/A</b> <b>Penalty:</b>  Section 3: <b>N/A</b> <b>Penalty:</b>  Section 4: <b>N/A</b> <b>Penalty:</b>  Section 5: <b>N/A</b> <b>Penalty:</b>  Section 6: <b>N/A</b> <b>Penalty:</b>
42.2.9 [1.2]	The <b>law</b> applicable to this <b>agreement</b> shall be that of the: <b>Republic of South Africa</b>

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Tender no:

<b>42.3</b>	<b>INSURANCES</b>
42.3.1 [10.1 #, 10.2 # 12.1 #]	Contract works insurance to be effected by the <b>contractor</b>  <input checked="" type="checkbox"/> To the minimum value of the <b>contract sum</b> plus 20%  With a deductible not exceeding 10% of each and every claim Or  <input type="checkbox"/> For the minimum sum of <b>R</b>  With a deductible not exceeding 5% of each and every claim
42.3.2 [10.1 #, 10.2 #, 12.1 #]	Supplementary insurance is required: <b>No</b>  To the minimum value of the <b>contract sum</b> plus 10 %
42.3.3 [11.1 #, 12.1 #]	Public liability insurance to be effected by the <b>contractor</b>  <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 <b>R</b>  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 <b>contractor</b>  For the sum of <b>R N/A</b>  With a deductible of <b>R</b>

<b>42.4</b>	<b>DOCUMENTS</b>
42.4.2 [3.7]	Three (3) copies of the construction documents will be supplied to the <b>contractor</b> free of charge
42.4.3	<b>Bills of quantities / Lump sum document</b> schedule of rates drawn up in accordance with:  <input checked="" type="checkbox"/> Standard System of Measuring Building Work (seventh edition as amended)  Or  <input 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]	<b>JBCC Engineering General Conditions</b> are to be included in the <b>contract documents: No</b>

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<p>42.4.6 [31.5.3]</p> <p>[32.13]</p>	<p>The <b>contract value</b> is to be adjusted using <b>CPAP</b> indices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Where <b>CPAP</b> is applicable, the <b>contract sum</b> will be adjusted in accordance with the <b>JBCC</b> Contract Price Adjustment Provisions (<b>CPAP</b>) as set out in the <b>CPAP</b> Indices Application Manual as prepared by the <b>JBCC</b> Series 2000, code 2118, dated May 2005 and any amendments thereto:</p> <ol style="list-style-type: none"><li>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</li><li>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</li><li>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</li><li>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</li><li>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</li></ol> <p>Alternative Indices: <b>Not Applicable</b></p>
<p>42.4.7 [3.10]</p>	<p>Details of changes made to the provisions of <b>JBCC</b> standard documentation</p> <p><b>Clause</b></p> <p>1.1 <b>COMMENCEMENT DATE</b> – means the date that the <b>agreement</b>, made in terms of the Form of Offer and Acceptance, comes into effect</p> <p><b>CONSTRUCTION GUARANTEE</b> – means a guarantee at call obtained by the <b>contractor</b> from an institution approved by the <b>employer</b> in terms of the <b>employer's</b> construction guarantee form as selected in the <b>schedule</b></p> <p><b>CONSTRUCTION PERIOD</b> – means the period commencing on the <b>commencement date</b> and ending on the date of <b>practical completion</b></p> <p><b>CORRUPT PRACTICE</b> – 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><b>FRAUDULENT PRACTICE</b> – 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><b>INTEREST</b> – 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><b>PRINCIPAL AGENT</b> – means the person or entity appointed by the <b>employer</b> and named in the <b>schedule</b>. In the event of a <b>principal agent</b> not being appointed, then all the duties and obligations of a <b>principal agent</b> as detailed in the <b>agreement</b> shall be fulfilled by a representative of the <b>employer</b> as named in the <b>schedule</b></p>



**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:

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- 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

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	such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b> .
31.8(B)	Where security is a payment reduction in term of 14.7 has been selected the value of the <b>works</b> in terms of 31.4.1 and <b>materials and goods</b> in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:
31.8(B).1	Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>
31.8(B).2	Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>
31.8(B).3	Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 34.6
31.8(B).4	One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 34.6 except were the amount certified is in favour of the <b>employer</b> . In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>
31.12	Delete the following: "Payment shall be subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due."
32.5.1 32.5.4 and 32.5.7	Add the following to the end of each of these clauses: "...due to no fault of the <b>contractor</b> "
34.1	Remove #
34.2	Add # next to 34.2
34.8	The <b>principal agent</b> shall certify one hundred per cent (100%) of the amount of the <b>final account</b> in the <b>final payment certificate</b>
34.13	Replace "seven (7) <b>calendar days</b> " with "twenty one (21) <b>calendar days</b> " and delete the words: "subject to the <b>employer</b> giving the <b>contractor</b> a tax invoice for the amount due"
36.1	Add the following clauses 36.1.3 to 36.1.5. under 36.1 to read as follows:
36.1.3	refuses or neglects to comply strictly with any of the conditions of contract
36.1.4	estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa
36.1.5	in the judgment of the <b>employer</b> , has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract
36.3	Remove reference to "No clause", and replace " <b>principal agent</b> " with " <b>employer</b> "
36.7 37.5 and 38.7	Add the following: "Notwithstanding any clause to the contrary, on cancellation of this <b>agreement</b> either by the <b>employer</b> or the <b>contractor</b> ; or for any reason whatsoever, the <b>contractor</b> shall on written instruction, discontinue with the <b>works</b> on a date stated and withdraw himself from the <b>site</b> . The <b>contractor</b> shall not be entitled to refuse to withdraw from the <b>works</b> on the grounds of any lien or right of retention or on the grounds of any other right whatsoever"
37.3.5 and 38.5.4	Replace "ninety (90)" with "one hundred and twenty (120)"

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	<p>39.3.5 Add the following words at the end thereof: "within one hundred and twenty (120) <b>working days</b> 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 <b>mediator</b> and related costs.</p>
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42.0	<b>Part 2: Contract Data provided by the Contractor:</b>
42.5	<b>CONTRACT DETAILS</b>
42.5.1	<p><b>Contractor:</b></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 <b>contract sum</b> inclusive of <b>tax</b> is R _____</p> <p>Amount in words: _____</p>
42.5.3 [31.3]	<p>The latest day of the month for the issue of an interim <b>payment certificate</b>: _____</p>
42.5.4 [32.12]	<p>The preliminaries amounts shall be paid in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>
42.5.5 [32.12]	<p>The preliminaries amounts shall be adjusted in terms of: <b>Alternative A</b> <input type="checkbox"/> <b>Alternative B</b> <input type="checkbox"/></p>

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Tender no:

42.5.7 [14]	<p><b>The security to be provided by the contractor:</b></p> <p>(a) in respect of contracts up to R1 million, the <b>contractor</b> will provide security in terms of 14.1</p> <p>(b) in respect of contracts above R1 million, the <b>contractor</b> will provide, as <b>security</b>, one of the following:</p> <p>(1) cash deposit of 10 % of the <b>contract sum</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(2) variable <b>construction guarantee</b> of 10 % of the <b>contract sum</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(3) payment reduction of 10% of the value certified in the <b>payment certificate</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(4) cash deposit of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(5) fixed <b>construction guarantee</b> of 5% of the <b>contract sum</b> (excluding VAT) and a payment reduction of 5% of the value certified in the <b>payment certificate</b> (excluding VAT) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p><b>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.</b></p>
42.5.8 [29.7.2]	<p>The annual building holiday period after the commencement of the <b>construction period</b>:</p> <p>From: _____ to _____</p>

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



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  
PRETORIA CENTRAL POLICE STATION IN GAUTENG PROVINCE**

***BID: 19/1/9/1/109TB(22)***

**PART C**

**CONTRACT**

**PART C.2**

**SCOPE OF WORK, SPECIFICATION AND PRICING DATA**

### **BULLET PROOF AT CSC**

Supply and install Bullet proof glass in compliance with SANS 1263: 2013 Part 3 class RC to provide a ballistic capacity against a 7.62mm x 51mm calibre.

Size: as per attached drawing no 01 and 02

Bullet proof glass to be fitted according to manufactures instruction on top of the statement counter top. See attach drawing no: 01 and 02 for more specification

### **COUNTER AT CSC**

Demolish the existing unstable single skin brick counter and remove counter top and build new 270mm cavity wall filled with 10Mpa concrete with 120x20mm vertical twist cavity wall ties on every 3<sup>rd</sup> course. Minimum 7Mpa bricks to be tie with brick force on every 3<sup>rd</sup> course. Wall rest on 730x230mm thickening concrete foundation. See attach drawing no: 02 for more specification.

### **NB:**

**The design and specification for the counter and foundation shall be specified by a professional engineer appointed by the contractor.**

### **Door closer**

Supply and install two DC 300 Door closer with variable adjustable closing force. Can be used for left / right handed door. Backcheck and latching speed range adjustable. Or similar approved product.

- Replace 2 damaged aluminium latch with 3 lever mortice sash lock set with keys or similar approved. (supply & install) for aluminium doors.
- Replace existing doorbell with new, 2 Way voice communication.

## **ACCESS DOORS AND GATES**

### **SECURITY DOOR: CSC**

Supply and install steel welded security gate fixed to the wall. Steel frame to be 50x50mm and the middle bars to be 30x30mm. The gate to be fitted with 11731-60 RH/LH CISA or similar approved RIM electric lock opening with button.

Sizes:

900mmx2032mm

### **Retractable security gate : total: 3**

Supply and install three (3) retractable *security gates* with its double Slamlock. Colour: Brown to fit opening size 3100mm x 1980mm; 3220mmx2500mm (Bosman street) & 2090mmx2300mm (CSC main entrance), bolt cutter resistant. 5mm thick cross flight linked in placed using Sequire S unique Power Pin System. 4 Rows of 5mm cross flights, spanning over 3 uprights. 2 separate locks (slamlock & deadlock combination). Tamper resistant installation. Or similar approved

### **Sliding gate motor x 2**

Heavy duty security double Vantage 500 swing motor kit fixed to wall according to manufacturer's specification

### **Burglar Proofing: at Crime Office See Annexure 10**

All windows at a police station must be fitted with high quality burglar proofing. The burglar proofing to be installed to the inside of the building, inside the opening of the window. The burglar proofing to consist of the following:

- 30 x 6mm Mild steel flat bar frame.
- 12mmØ Mild steel round bar welded to frame in a vertical position spaced maximum 100mm c/c.
- Vertical round bars to be supported with 30 x 6mm mild steel flat bar welded to each round bar and side of the frame. The support bar to be welded to round bar using the face area of the flat bar. Provide horizontal support bar maximum every 1000mm in height. Space horizontal support equally.
- Frame fixed to inside of window opening with M10 bolts with tack welds on every bolt.
- The vertical frame to be fixed to wall with bolts spaced maximum every 300mm c/c.
- The horizontal frame to be fixed to wall with bolts spaced maximum every 350mm c/c.

The burglar proofing must comply with the SANS 10400 regulations. All exposed metal at inland areas must be treated against rust, apply primer coat and final coat/s prior to installation. The *contractor* to match existing colour scheme used at the police station.

Exposed metal at coastal and high humidity areas must receive hot dip galvanized treatment, primer coat and final coat/s prior to installation.

Window size:

2030mm x 980mm (3 in total)

### **CERTIFICATES**

**The contractor is required to issue bulletproof glass certificate on completion of installing bulletproof glass**

**The contractor is required to issue Engineer's certificate on completion of the counter**

**NB:**

**LEGISLATION AND APPROVALS:**

- The contractor shall be responsible to provide the client (SAPS) with a Certificate of Compliance (COC) with SANS 1263: 2013 Part 3 class RC to provide a ballistic capacity against a 7.62mm x 51mm calibre.
- All building work to comply with the National Building Regulations and SANS10400 (2011).

**COMPLETION OF WORKS**

As per contract data

**PENALTIES**

As per contract data

**NB:**

- **ALL DIMENSIONS TO BE CONFIRMED ON SITE PRIOR TO COMMENCEMENT OF WORK.**
- **THIS DOCUMENT TO BE READ IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS "SITE PLAN & DETAILS", BOQ AND CONTRACTOR'S APPOINTMENT DOCUMENT.**
- **ARCHITECTURAL DRAWING SUPERSEDE ANY DISCREPANCY FROM SCOPE OF WORK OR BOQ.**

SOUTH AFRICAN POLICE SERVICE  
SECURITY UPGRADES AT PRETORIA CENTRAL 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				
1	signwritten thereon 2450x1225x2400mm high	Item	1		
2	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 No.2**

## **BUILDING WORKS**

## SECURITY UPGRADES AT PRETORIA CENTRAL SAPS

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	<b>SECTION 2</b>				
	<b>BILL NO :1</b>				
	<b>ALTERATIONS</b>				
	<b>PREAMBLES</b>				
	Tenderers shall refer to the "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors				
	<b>Note: Tenderers are adviced to study the Model Preambles for Trades before pricing this bill.</b>				
1	Break down the existing single skin CSC counter inclusive of shelves and granite top.	m <sup>2</sup>	9		
2	Remove existing wooden cubicles	m	10		
3	Remove existing floor tiles from the existing wall counter	m <sup>2</sup>	28		
4	Hacking off the existing surface bed to the depth of 230mm	m <sup>2</sup>	24		
5	Prepare surface to receive new concrete footing (740mm x 230mm) inclusive of compaction and levelling	m <sup>2</sup>	24		
	<b>BILL NO :2</b>				
	<b>CONCRETE AND REINFORCEMENT</b>				
	<b>PREAMBLES</b>				
	Tenderers shall refer to the "Model Preambles for Trades" as published by the Association of South African Quantity Surveyors				
	<b>Note: Tenderers are adviced to study the Model Preambles for Trades before pricing this bill.</b>				
	<b>CONCRETE</b>				
	<b>UNREINFORCED CONCRETE</b>				
6	10 Mpa unreinforced concrete for cavity wall	m <sup>3</sup>	30		
	<b>REINFORCED CONCRETE</b>				
7	25Mpa reinforced concrete thickening to surface bed	m <sup>3</sup>	14		
8	Allowance for certification of work by Structural Engineer	Item	1		
	<b>SUB-TOTAL CARRIED FORWARD</b>				

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SUB-TOTAL BROUGHT FORWARD					
BILL NO :3					
MASONRY					
PREAMBLES					
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.					
BRICKWORK					
Brickwork of NFX bricks (14 MPa Nominal compressive strength) in class II mortar					
9	270mm cavity wall	m <sup>2</sup>	60		
	110mm half brickwall	m <sup>2</sup>	25		
10	75mm Wide reinforcement built in horizontally	m	70		
11	Cavity wall ties every third brick layer	No	40		
SUNDRY ITEM					
12	Precast concrete lintols	m	60		
FACE BRICKWORK					
<u>External facings in approved (FBX) face brick wall in stretcher bond with 6 mm deep recessed joints, tooled 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>					
13	Face brickwork	m <sup>2</sup>	5		
BILL NO :4					
CARPENTRY AND JOINERY					
PREAMBLES					
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.					
<u>The following in CSC area counter fittings, fixed in position complete, all as detailed on Architect's drawing no 02 (Note: Allow for Cut-outs and rebate for transaction trays, top surface to fit flush with the counter)</u>					
14	1000mm long x 600 mm wide x 32mm thick Rustenburg Black Granite worktop inclusive of installation and joint sealing of the granite	No	6		
15	2375mm long x 600 mm wide x 32mm thick Rustenburg Black Granite worktop inclusive of installation and joint sealing of the granite.	No	1		
16	2820mm long x 600 mm wide x 32mm thick Rustenburg Black Granite worktop inclusive of installation and joint sealing of the granite.	No	1		
<u>16mm thick board timber shelving fixed to 38 x 38mm battens. Battens fixed to wall with masonry nails</u>					
17	Shelve 1000mm long x 600mm wide overall	No	12		
18	Shelve 2375mm long x 600mm wide overall	No	2		
19	Shelve 2820mm long x 600mm wide overall	No	2		
SUB-TOTAL CARRIED FORWARD					

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SUB-TOTAL BROUGHT FORWARD				
BILL NO :5				
<u>IRONMONGERY</u>				
PREAMBLES				
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.				
Lock Set				
20	Aluminium latch with 3 lever mortice sash lockset with keys	No	5	
Door Closure				
21	Two DC 300 Door closure with variable adjustable closing force	No	5	
Doorbell				
22	2 Way voice communication	No	1	
Aluminium Frame				
23	Reinforced natural anodised aluminum frame to withstand the same level of protection as the bulletproof glass (bullet proof glass else where measured)	m	189	
BILL NO :6				
<u>METALWORK</u>				
PREAMBLES				
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.				
STEEL GATES, SCREENS , ETC				
<u>Retractable security gate</u>				
<u>Steel gate clad with 5mm thick solid steel plate. Gate frame : 30 x 30mm galvanised square tubes with 30 x 30mm square tubes at 428 centre to centre (as detailed in the scope of works)</u>				
24	3100mm x 1980mm high	No	1	
25	3220mm x 2500mm high	No	1	
26	2090mm x 2300mm high	No	1	
<u>Security gate</u>				
<u>Supply and install welded security gate fixed to the wall ( as detailed in the scope of works)</u>				
27	2032mm x 900mm high	No	1	
<u>Burglar Proofing as detailed in the scope of works</u>				
28	2030mm x 980mm high	No	3	
<u>Gate Motors</u>				
29	Supply and install heavy duty security double Vantage 500 swing motor kit as detailed in the scope of works	No	2	
<u>Transaction Trays</u>				
30	A 520 x 440 x 50 mm deep, tray shall be provided and installed flush in the counter top. Model CT10A Transaction drawer to have 6 mm thick bullet proof steel casing fixed to underside of counter top.	No	15	
SUB-TOTAL CARRIED FORWARD				

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SUB-TOTAL BROUGHT FORWARD				
<b>BILL NO :7</b> <b><u>PLASTERING</u></b> <b><u>PREAMBLES</u></b> 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. <b><u>SCREEDS</u></b> <u>4:1 Cement screed on concrete</u>				
31	25mm Thick on floors	m <sup>2</sup>	200	
<b><u>PLASTER</u></b> <u>One coat 5:1 internal cement plaster on brickwork on:</u>				
32	Walls	m <sup>2</sup>	150	
<b>BILL NO :8</b> <b><u>TILING</u></b> <b><u>PREAMBLES</u></b> 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. <b><u>FLOOR TILING</u></b> <u>Non slippery ceramic floor tiles to match the existing, fixed with adhesive and jointed and pointed with 5mm flush joints in approved epoxy grout or acid resistant cement grout on screed (elsewhere measured) laid in accordance with manufacturers specification</u>				
33	On floors	m <sup>2</sup>	200	
SUB-TOTAL CARRIED FORWARD				

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SUB-TOTAL BROUGHT FORWARD				
BILL NO :9				
<u>GLAZING</u>				
<u>PREAMBLES</u>				
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.				
<u>SUPPLEMENTARY PREAMBLES</u>				
Descriptions				
All glass panels shall be purpose made to size and all holes pre-drilled, in accordance with the drawings. All edges of the glass panel shall be smoothed.				
All glass barriers shall be bullet resistant glass, complying with SANS 1263: 2013 Part 3 class RC, capable of resisting a 7.62 mm calibre firearm.				
Glass barriers to be secured to steel support structure by means of a frame. The frame shall have the same bullet resistance as the glass				
All fasteners or anchors shall be tamperproof				
All glass panels to be fitted with a communication channel				
<b>BULLET RESISTANT GLASS</b>				
34	Bulleproof glass, 6 panels of 1450mm x 1200mm to be procured, drilled, all edges polished	No	1	
35	Bulleproof glass, 5 panels of 1300mm x 1300mm to be procured, drilled, all edges polished	No	1	
36	Bulleproof glass, 4 panels of 1235mm x 1200mm to be procured, drilled, all edges polished	No	1	
<b>SUNDRY ITEMS</b>				
37	Bulleproof dual direction all-in-one microphone and speaker, mounted in bulletproof glass panel. Stainless steel finish	No	15	
38	Prime Cost(PC) for Bullet Proof Resistant Glass as per shop drawings.	Item		
SUB-TOTAL CARRIED FORWARD				

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SUMMARY		TOTAL	
TOTAL BROUGHT FORWARD TO SUMMARY PAGE			
ADD PRELIMINARIES AND GENERAL			
SUBTOTAL			
ADD 10 % FOR CONTIGENCIES			
SUBTOTAL			
Add: VALUE ADDED TAX @ 15%			
TOTAL CARRIED FORWARD TO FORM OF OFFER			

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

**BID: 19/1/9/1/109TB(22)**

**PART C**

**CONTRACT**

**PART C 3**

**OCCUPATIONAL HEALTH AND SAFETY**



# HEALTH & SAFETY SPECIFICATION

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

Rev 2: H&S Specification

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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

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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

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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.

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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

- 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.
- 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.
- 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

- 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.

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- 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.
- 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.
- 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

- 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.

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- 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 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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- 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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- 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 – Reps')

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 & grabbing 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 4	Notice of carrying out Construction work	<ul style="list-style-type: none"> <li>Department of Labour notified</li> <li>Copy of Notice available on Site</li> </ul>
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> <li>Updated copy of Act &amp; Regulations on site,</li> <li>Readily available for perusal by employees.</li> </ul>
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> <li>Written proof of registration/Letter of good standing available on Site</li> </ul>
Construction Regulation 5 (4.11)	H&S Specification & Programme	<ul style="list-style-type: none"> <li>H&amp;S Spec received from Client and/or its Agent on its behalf</li> <li>OH&amp;S programme developed &amp; Updated regularly</li> </ul>
Section 8(2)(d) Construction Regulation 9	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> <li>Hazard Identification carried out/Recorded</li> <li>Risk Assessment and – Plan drawn up/Updated</li> <li>RA Plan available on Site</li> <li>Employees/Sub-Contractors informed/trained</li> </ul>
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> <li>Responsibility of complying with the OH&amp;S Act assigned to other person/s by CEO.</li> </ul>
Construction Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> <li>Competent person appointed in writing as</li> <li>Construction Supervisor with job description</li> </ul>
Construction Regulation 8(2)	Designation of Assistant for above	<ul style="list-style-type: none"> <li>Assistant Construction Supervisor with job description</li> </ul>
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> <li>More than 20 employees - one H&amp;S Representative, one additional H&amp;S Rep. for each 50 employees or part thereof.</li> <li>Designation in writing, period and area of responsibility specified in terms of G&amp;R 6 &amp; 7</li> <li>Meaningful H&amp;S Rep. reports.</li> <li>Reports actioned by Management.</li> </ul>

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Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> <li>H&amp;S Committees established.</li> <li>All H&amp;S Reps shall be members of H&amp;S Committees</li> <li>Additional members are appointed in writing.</li> <li>Meetings held monthly, Minutes kept.</li> <li>Actioned by Management.</li> </ul>
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> <li>Written agreement with (Sub-)Contractors</li> <li>List of SubContractors displayed.</li> <li>Proof of Registration with Compensation Insurer/Letter of Good Standing</li> <li>Construction Supervisor designated</li> <li>Written arrangements re.</li> <li>H&amp;S Reps &amp; H&amp;S Committee</li> <li>Written arrangements re. First Aid</li> </ul>
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> <li>Incident Reporting Procedure displayed.</li> <li>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</li> <li>Cases of Occupational Disease Reported</li> <li>Copies of Reports available on Site</li> <li>Record of First Aid injuries kept</li> </ul>
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> <li>All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.</li> <li>Copies of Reports (Annexure 1) available on Site</li> <li>Tabled at H&amp;S Committee meeting</li> <li>Action taken by Site Management.</li> </ul>
Construction, Regulation 10	Fall Prevention & Protection	<ul style="list-style-type: none"> <li>Competent person appointed to draw up the Fall Protection Plan</li> <li>Proof of appointees competence available on Site</li> <li>Risk Assessment carried out for work at heights</li> <li>Fall Protection Plan drawn up/updated</li> <li>Available on Site</li> </ul>
Construction, Regulation 20 Driven Machinery	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> <li>Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</li> <li>Written Proof of Competence of above appointee available on Site.</li> </ul>

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Regulations 18		<ul style="list-style-type: none"> <li>Cranes &amp; Lifting tackle identified/numbered</li> <li>Register kept for Lifting Tackle</li> <li>Log Book kept for each individual Crane</li> <li>Inspection: - All cranes - daily by operator</li> <li>- Tower Cranes - after erection/annually</li> <li>- Other cranes - annually by comp. person</li> <li>- Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>
General Safety Regulation 6(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> <li>Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</li> <li>Written Proof of Competence of above appointee available on Site</li> </ul>
Construction Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> <li>Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</li> <li>Emergency Evacuation Plan developed;</li> <li>Drilled/Practiced</li> <li>Plan &amp; Records of Drills/Practices available on Site</li> <li>Fire Risk Assessment carried out</li> <li>All Fire Extinguishing Equipment identified and on register.</li> <li>Inspected weekly. Inspection Register kept</li> <li>Serviced annually</li> </ul>
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> <li>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</li> <li>First Aid freely available</li> <li>Equipment as per the list in the OH&amp;S Act.</li> <li>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</li> <li>List of First Aid Officials and Certificates.</li> <li>Name of persons in charge of First Aid boxes displayed.</li> <li>Location of First Aid boxes clearly indicated.</li> <li>Signs instructing employees to report all</li> <li>Injuries/illness including first aid injuries</li> </ul>

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General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> <li>PSE Risk Assessment carried out</li> <li>Items of PSE prescribed/use enforced</li> <li>Records of Issue kept</li> <li>Undertaking by Employee to use/wear PSE</li> <li>PSE remain property of Employer, not to be removed from premises GSR 2(4)</li> </ul>
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> <li>Competent Person/s with specific knowledge and experience designated to inspect Electric Arc, Gas Welding and Flame Cutting Equipment</li> <li>Written Proof of Competence of above appointee available on Site</li> <li>All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</li> <li>Equipment identified/numbered and entered into a register</li> <li>Equipment inspected weekly. Inspection Register kept</li> <li>Separate, purpose made storage available for full and empty vessels</li> </ul>
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> <li>Competent person appointed in writing to inspect Ladders</li> <li>Ladders inspected at arrival on site and weekly thereafter. Inspections register kept</li> <li>Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</li> </ul>
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> <li>Competent person appointed in writing to supervise the erection &amp; inspection of Ramps. Inspection register kept.</li> <li>Daily inspected and noted in register</li> </ul>

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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 4<sup>th</sup> 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.

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

## 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.

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- 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.

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## 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:

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## IMPORTANT CONTACT DETAILS

### (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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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)

Mr /Ms/Me

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

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