

PART 2



the dti

Department:
Trade and Industry
REPUBLIC OF SOUTH AFRICA

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Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (the dti). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Earth wire	90%
Selector switch	50%
Voltmeter rotary switch	50%
Automatic Change over Switch 250A	50%
Batteries 674-682	50%
Battery 688-689	50%
Clothing/Overall	100%
Hard Hats	100%
Safety Boots/ Shoes	100%
16-50mm ² Core SWA/PVC cable	90%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
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3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

**LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	

PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

Local content %, as calculated in terms of SATS 1286:2011	
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If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No. ID:166842

(C2) Tender description: Service, Maintenance and Repair of Standby Generator (24

(C3) Designated product(s)

(C4) Tender Authority:

(C5) Tendering Entity name:

(C6) Tender Exchange Rate:

(C7) Specified local content %

Pula EU GBP

Note: VAT to be excluded from all calculations

Calculation of local content						Tender summary		
Tender item no's	List of items	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
(C16)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)
1.3.1.	Overalls/Clothing						100%	4
1.3.2.	Safety Boots/Shoes						100%	2
1.3.3.	Hard Hat						100%	2
4.1.	16-50mm ² 4 core SWA/PVC Cable						90%	100m
6.1.	Battery 674-682						50%	15
6.2.	Battery 688-689						50%	15
6.3.	Battery 689-692						50%	15
6.14.	Earth Wire						90%	100m
6.18	Voltmeter rotary switch						50%	20
6.19	Selector Switch						50%	20
6.42.	Automatic Change Over Switch 250 A						50%	8
(C20) Total tender value								
(C21) Total Exempt imported content								
(C22) Total Tender value net of exempt imported content								
(C23) Total Imported content								
(C24) Total local content								
(C25) Average local content % of tender								

Signature of tenderer from Annex B

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	

This total must correspond with
Annex C - C.21

B. Imported directly by the Tenderer

B. Imported directly by the Tenderer				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total Imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
										(D32) Total Imported value by tenderer	

(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

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(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 - C23

Signature of tenderer from Annex B

Date:

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(E9) Total local products (Goods, Services and Works)

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

This total must correspond with Annex C - C24

Date: _____



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**BILL OF QUANTITY
FOR
DE AAR AREA AND SURROUNDING: SERVICE,
MAINTENANCE AND REPAIRS OF STANDBY
GENERATOR (24 MONTHS TERM CONTRACT)
AT NORTHERN CAPE PROVINCE**

DEPARTMENT OF PUBLIC WORKS
KIMBERLEY REGIONAL OFFICES
PRIVATE BAG X5002
KIMBERLEY
8301

PROJECT MANAGER:
M.KHOABANE

OCTOBER 2022/2024

DEPARTMENT OF PUBLIC WORKS					
DEAAR & SURROUNDING AREA - STATE BUILDINGS					
SERVICING, MAINTENANCE & REPAIRS OF GENERATORS					
SCHEDULE OF QUANTITIES					
ITEM	DESCRIPTION (PEG 101-108)	UNIT	QTY	SUPPLY RATE	AMOUNT
1	Conditions of Contract: Compliance with all contractual requirements and obligations in terms of the General Conditions of Contract and the Contract Data.				
	Preliminary & General: Balance of items: include programme of works, access control, rubbish & waste management, site instruction book, communication, draft supplementary document for new or altered plant. Schedule monthly inspection with detail report, inclusive of transport and labour per inspection.				
1.1	Fixed	Sum	1		R -
1.2	Employment of Youth Workers The unit of measurement shall be the number of youth workers at the labour rate of R3000 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of two (2) youth workers and for complying with the conditions of contract. The cost for the training shall be included from this item. This item is based on 24 months appointment for youth worker/s. Allow for R3000.00/mth x 12mths	Sum	12		R -
1.2.1	Allow for 6% increase in second year (YRS 1 +6%= YRS 2)	Sum	%		
1.2.2	Admin and transport cost	Sum	24		R -
1.2.3	Provide a Formal Training cost from accredited institution	Sum	2		R -
1.3	Provision For EPWP Design PPE All youth workers must be provided with EPWP branded Personal Protective Clothing (PPE), as per the branding specification. Overall to be in orange colour as per EPWP corporate image and requirements (Annexure E). Branding to be done in full colour. Specification with exception of Correction Services contracts where the participants top and bottom would be green.				
1.3.1	Overalls/ Clothing	Sum	4		R -
1.3.2	Safety Boots/Shoes	Sum	2		
1.3.3	Hard Hat	Sum	2		R -
1.4	Electrical Tool Box/Kit				
1.4.1	Supply Electrical/Mechanical tool box/Kit	Sum	2		R -
					R -
TOTAL CARRIED FORWARD					R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
2	Site Facilities as specified or rental of mobile standby generator at the site of the Works when it is required during unforeseen circumstances including delivery and temporary connection for that period.				
2.1	Rental of 100 to 450 KVA standby generator	No	12		R -
2.2	Display boards placed at each plantroom or container	No	24		R -
3	Occupational Health & Safety: Compliance with the requirements of the applicable Act including specified additional requirements.				
3.1	Safety Officer/Safety rep Appoint	Sum	12		R -
3.2	Health & Safety plan Prepare	Sum	1		R -
	Submit	Sum	1		R -
3.3	First Aid Kit: Supply	Sum	4		R -
	Maintain	Sum	4		R -
3.4					R -
4	Main Low Voltage PVC Cables 4 core PVC Insulated PVC bedded *SWA PVC sheathed 600/1000V cables with aluminium or copper conductor.				
4.1	16-50 mm² 4 core SWA PVC cable	m²	100		R -
4.5A	Existing Installation: verify the scope of the existing generator installations & surrounding structures. Submit comprehensive report including costing to the Works Manager				
4.5A.1	The number of site to be visited for condition assessment(rate including inspection & tests excluding transport)	Sum	25		R -
TOTAL CARRIED FORWARD					R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
5	Supply and install Battery Charger for different Generator type and different sizes. See sizes below. (5A-30A),(12V- 24V) battery charger				
5,1	Charger 5A-14A	Sum	10		R -
5,2	Charger 15A-19A	Sum	10		R -
5,3	Charger 20A-24A	Sum	10		R -
5,4	Charger 25A-30A and above	Sum	10		R -
5,5	Starters	Sum	10		R -
6	Provision of Standby generator set components				
6,1	Battery no 674-682	No	15		R -
6,2	Battery no 688 - 689	No	15		R -
6,3	Battery no 689-692	No	15		R -
6,4	Battery Clamps	No	40		R -
6,5	Battery leads	No	25		R -
6,6	Heater element	No	40		R -
6,7	Thermostat	No	40		R -
6,8	Water hose including clamp(10-50mm)	No	10		R -
6,9	Fuel hose including clamps (6 -14mm)	No	10		R -
6,10	Fuel tank sight glass 12mm	No	10		R -
6,11	Radiator caps all sizes	No	10		R -
6,12	Radiator flush	No	100		R -
6,13	Engine flush	No	100		R -
6,14	Earth wire (2-6mm)	No	100		R -
6,15	PVC coated wire (1.5 - 6mm)	No	100		R -
6,16	Voltmeter (0-30V DC)	No	20		R -
6,17	Voltmeter (0-30V AC)	No	20		R -
6,18	Voltmeter rotary switch.	No	20		R -
6,19	Selector switch	No	20		R -
6,20	Oil pressure switch	No	15		R -
6,21	Oil pressure sensor	No	10		R -
6,22	Fuel pressure sensor	No	10		R -
6,23	Water temperature sensor	No	10		R -
6,24	Motorized C/B (change over) 200Amp – 400Amp	No	8		R -
6,25	Motorized C/B (change over) 800Amp – 1200Amp	No	8		R -
6,26	Amp meter	No	50		R -
6,27	Eleven pin relay 12V	No	50		R -
6,28	Eleven pin relay 24V	No	50		R -
6,29	Eleven pin relay 220V	No	30		R -
6,30	Battery charger 5Amp 12V	No	40		R -
6,31	Frequency monitor relay & base	No	30		R -
6,32	12V timer relay on	No	30		R -
6,33	24V timer relay on	No	30		R -

6.34	Fanbelt all sizes	No	30	R	-
6.35	Gasket all sizes	No	30	R	-
6.36	Fuel gauge sensor	No	10	R	-
6.37	Fuel gauge analog	No	10	R	-
TOTAL CARRIED FORWARD				R	-

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT	
TOTAL BROUGHT FORWARD					R	-
6.38	Supply and install 30 to 150 KVA Engine	ea	2		R	-
6.39	Supply and install 30 to 150 KVA Alternator	ea	2		R	-
6.40	Fuel injector	ea	6		R	-
6.41	Automatic Voltage Regulator	ea	6		R	-
6.42	Automatic Change over switch 250A	ea	8		R	-
6.43	Supply and install complete 30KVA AMF panel	ea	10		R	-
6.44	Supply and install complete 80KVA AMF panel	ea	10		R	-
7	Painting and surface coatings including surface preparation specific to the finish coating system					
7,1	Walls Plantrooms: Pure acrylic paint white	sqm	2500		R	-
7,2	Floor screed plantrooms: epoxy coating, self-levelling	sqm	550		R	-
	Floor screed plantrooms: epoxy coating, standard	sqm	220		R	-
7,3	Window frames, steel: Max 1200x900mm	No.	65		R	-
	Varnished timber: window frames: Max 1200x900mm	No.	35		R	-
7,4	Varnished timber: doors, single leaf both sides	No.	40		R	-
7,5	Varnished timber: door frames	m	60		R	-
TOTAL CARRIED FORWARD					R	-

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
8	LCD Display Controller for generating plant complete to suit Installation in existing plant. Applies to all rating of diesel plant.				
8,1	Control unit complete	No	8		R -
	Supply	No	8		R -
	Install				
TOTAL CARRIED FORWARD					R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
9	Warning signs for generating plant complete printed on metal sheet and protected from environmental deterioration.				
9,1	Unauthorised entry, Unauthorised handling of equipment, Procedure in case of electric shock, Procedure in case of fire and Danger: This engine will start without notice.				
	Supply	No	25		R -
	Install	No	25		R -
10	Maintenance of metal plant components: Repair corroded or damaged metal panels of the generator plant including labour, equipment & materials.				
10,1	Repair & refinish a section of plant in situ	sqm	25		R -
11	Generating plant maintenance & servicing: Including materials, labour, consumables & attendances but excluding transport to the site of the plant.			No of services/ plant	
11,1	De Aar SAPS : 60KVA Six monthly service: x4	No	4	1	R -
11,2	De Aar Prison:275KVA Six monthly service: x4	No	4	1	R -
11,3	Nonzwakazi SAPS:25KVA Six monthly service: x4	No	4	1	R -
11,4	De Aar SANDF 1:200KVA Six monthly service: x4	No	4	1	R -
11,5	De Aar SANDF 2:250KVA Six monthly service: x4	No	4	1	R -
11,6	De Aar SANDF 3:70KVA Six monthly service: x4	No	4	1	R -
11,7	Hopetown Prison:120KVA Six monthly service: x4	No	4	1	R -
11,8	Hopetown SAPS:60KVA Six monthly service: x4	No	4	1	R -
11,9	Petrusville SAPS:110KVA Six monthly service: x4	No	4	1	R -
11,10	Philliptown SAPS:30KVA Six monthly service: x4	No	4	1	R -
11,11	Britstown:60KVA Six monthly service: x4	No	4	1	R -
11,12	Richmond SAPS:100KVA Six monthly service: x4	No	4	1	R -
11,13	Richmond Magistrate Court:60KVA Six monthly service: x4	No	4	1	R -
11,14	Richmond Prison:255KVA Six monthly service: x4	No	4	1	R -
11,15	Colesburg Prison:450KVA Six monthly service: x4	No	4	1	R -
11,16	Colesburg Magistrate Court:200KVA Six monthly service: x4	No	4	1	R -
11,17	Colesburg SAPS:90KVA Six monthly service: x4	No	4	1	R -
11,18	Hanover SAPS:56KVA Six monthly service: x4	No	4	1	R -
11,19	Vousburg SAPS: 60KVA Six monthly service: x4	No	4	1	R -
11,20	Camavon SAPS: 56KVA Six monthly service: x4	No	4	1	R -

11.21	Calvinia SAPS: 100 KVA Six monthly service: x4	No	4		1	R	-
11.22	Calvinia DCS: 100KVA Six monthly service: x24	No	24		1	R	-
11.23	Fraserburg DOJ: 100KVA Six monthly service: x4	No	4		1	R	-
11.24	De Aar Sunrise SAPS: Cummins 100KVA Six monthly service: x4	No	4		1	R	-
11.25	Prieska SAPS: Deurts 30 KVA Six monthly service: x 4	No	4		1	R	-
TOTAL CARRIED FORWARD							R -

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY RATE	AMOUNT
TOTAL BROUGHT FORWARD					R -
12	Operating and maintenance manuals: Prepare & submit draft and final record copies.				
12.1	Draft supplementary docs for new or altered plant Supply	sum	25		R -
12.2	Final copies of supplementary documents Supply	No	25		R -
13	Dayworks: Provisional amounts to be expended only as authorised by the Employer. Items shall include for overheads, etc.				
13.1	Artisan, normal time	hr	1000		R -
13.2	Artisan, overtime (weekdays)	hr	50		R -
13.3	Artisan, overtime (Sunday)	hr	50		R -
13.4	Semiskilled, normal time	hr	500		R -
13.5	Semiskilled, overtime (weekdays)	hr	500		R -
13.6	Semiskilled, overtime (Sundays)	hr	50		R -
13.7	Labourer, normal time	hr	200		R -
13.8	Labourer, overtime (weekdays)	hr	100		R -
13.9	Labourer, overtime (Sundays)	hr	50		R -
13.10	Materials and equipment: Provide for the sum of R300 000,00	sum	1		R -
13.11	Gross markup incl profit on materials valued at R300 000,00	sum	%		
13.12	Transport incl personnel time: Vehicle max 1500kg	km	15000		R -
TOTAL CARRIED FORWARD					R -

7-SUMMARY

ITEM	DESCRIPTION	AMOUNT
7,1	Final Summary Including Provisional Amounts	
FINAL SUMMARY EXCLUDING PROVISIONAL AMOUNTS		
PROVISIONAL AMOUNTS		
TOTAL INCLUDING PROVISIONAL AMOUNT EXCLUDING VAT		
15% VAT		
TOTAL INCLUDING PROVISIONAL AMOUNT INCLUDING 15% VAT TO BE CARRIED FORWARD TO FORM OF OFFER		



**public works
& infrastructure**
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY

IN

**DE AAR AREA AND SURROUNDING SERVICE,
REPAIRS & MAINTENANCE**

**MANAGED BY
THE DEPARTMENT OF
PUBLIC WORKS**

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made thereunder. 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 5 as well as the Health and Safety Plan for the project.

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

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope

and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. 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 Department of Public Works. 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 cognisance 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 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 Department 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 Department of Public Works. 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).

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 document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

“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 –

- (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;

“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.

“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 in permanent form, containing the information required a contemplated in the 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 4(1)(c), 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 6 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).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 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.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	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

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.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. *INTERPRETATION*

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.

- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 **Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act 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 Responsibilities of 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.
- 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, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work
- c) Construction of a new two storied Administration building.
 - Preparation of site by leveling, compaction etc.
 - Excavations for parking areas/services

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.
- (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;
- 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

- a) 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.
- b) 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.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), 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.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) 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 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) 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

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. 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:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) 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.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) 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)
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

- (f) 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.
- (g) 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.
- (h) 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.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (i) **Reporting Of Near-Misses**
- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - Department of Public Works 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.

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.
- 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) *Site Specific Induction Training*

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

c) *Other Training*

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

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- 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

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

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Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> Written agreement with (Sub-)Contractors List of SubContractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COLD Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> Competent person appointed to draw up the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered

		<ul style="list-style-type: none"> • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced
General Safety Regulation 2	Personal Safety Equipment (PSE)	

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

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

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

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

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

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. 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.

a) Facilities

The site establishment plan shall make provision for:

b) Dining room facilities

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

c) Change rooms

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

d) Ablution facilities

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

These facilities shall be maintained by the contractor.

e) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

f) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

g) 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

h) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works 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.

i) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

j) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works 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.

k) 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 Department of Public Works in writing.

l) Hazardous Chemical Substances Waste Removal

Department of Public Works 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 Department of Public Works disposal point.

m) 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) or similar.

20. 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.

21. 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:

- 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.

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

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

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

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

SECTION 37(2) AGREEMENTS

CONCLUDED BETWEEN

DEPARTMENT OF PUBLIC WORKS

(Hereinafter referred to as Department of Public Works)

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 Department of Public Works, 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 Department of Public Works' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of20.....

at (Place)

(Full name)..... (Signature).....on

Behalf of **Department of Public Works.**

(Contracts and/or Project Manager or Department of Public Works 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 DEPARTMENT OF PUBLIC WORKS:

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 HEALTH & SAFETY AGENT**
(add full details of this officer)

Mr /Ms/Me

.....
.....

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