REQUEST FOR BID
PROFESSIONAL SERVICES

National Department of Health

THE CONTRACT

BID NUMBER: NDoHF 03/2015-16

CLOSING Date: 12 October 2015
Time: 11:00

DESCRIPTION: APPOINTMENT OF A CONTRACTOR FOR SITE CLEARANCE AND ERECTION OF A CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE (BADPLAAS) CLINIC

SUBMISSIONS BY FAX ___  HAND DELIVERY ___

DETAILS OF THE SERVICE PROVIDER

Organisation/individual:

Contact person:

Date:

Email address:

Telephone Number:

Cellular Number:

Fax Number:

Procurement process administered by Deloitte Consulting (Pty) Ltd
CONSTRUCTION OF A CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 CHC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

**PROJECT NUMBER:** NDoHF 03 2015-16

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CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

C1.1 Form of Offer and Acceptance

Offer
The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

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

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

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

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

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

Signature .................................................. Date ........................................
Name .................................................. Identity number ...........................
Capacity ................................................
for the tenderer
(Name and address of organization) .................................................................

Name and signature of witness .................................

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate the tender

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

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

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

Signature ........................................................ Date ........................................
Name .................................................. Identity number ..............................
Capacity ..................................................

for the Employer

Government of the Republic of South Africa in its National Department of Health
Civitas Building
Cnr Thabo Sehume and Struben Steets
Pretoria 0002

Name and signature of witness .................................. Date ..............................

Schedule of Deviations

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

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

CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

C1.2 Contract Data for


Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The additions, deletions and alterations to the JBCC Principal Agreement are:

<table>
<thead>
<tr>
<th>Clause</th>
<th>Additions, deletions and alterations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording: AGREEMENT means the agreement arising from the signing of the Form of Offer and Acceptance by the parties. BILLS OF QUANTITIES means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data. CONSTRUCTION PERIOD means the period commencing on the date of site hand over and ending on the date of practical completion. CONTRACT DOCUMENTS means the Agreement and all documents referenced therein. CONTRACT DRAWINGS means the drawings listed in the Scope of Work. CONTRACT SUM means the total of prices in the Form of Offer and Acceptance. SCHEDULE means the variables listed in the Contract Data.</td>
</tr>
<tr>
<td>1.6.4</td>
<td>Delete sub-clause 1.6.4</td>
</tr>
<tr>
<td>3.5</td>
<td>Delete sub-clause 3.5</td>
</tr>
<tr>
<td>3.6</td>
<td>Delete sub-clause 3.6.</td>
</tr>
<tr>
<td>3.9</td>
<td>Delete sub-clause 3.9</td>
</tr>
<tr>
<td>3.10</td>
<td>Delete sub-clause 3.10</td>
</tr>
<tr>
<td>15.1.1</td>
<td>Delete sub-clause 15.1.1</td>
</tr>
</tbody>
</table>
Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.

Replace reference to 36.3 at end of sentence with 36.0

Delete “Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.”

Delete sub-clause

Delete the words in sub-clause 34.13 “subject to the employer giving the contractor a tax invoice for the amount due

Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:

40.1# Should any dispute between the employer, his agents or principal agent on the one hand and the contractor on the other arise out of this agreement, such dispute shall be referred to adjudication.

40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The adjudicator shall be appointed in terms of the Adjudicators Agreement set out in C1.4.

40.3# If provided in the schedule, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the state and replace “contractor” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”

Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read “Where the contractor is responsible for insurances, the contractor shall ………“

Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the state.
41.0 Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

41.0 Delete in the state clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-state clauses will apply to the **contract**

41.0 Delete in the state sub-clause 10.3. Sub-clause 10.3 of the non-state clauses will apply to the **contract**

41.0 Add sub-clause 32.15 and 34.3 to 5.1.2

41.0 Add in the following clause to 41.0

Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor, or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a stated date and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.

**Part 1: Contract Data Completed by the Employer**

**Item and data**

The Employer is the Government of the Republic of South Africa in its National Department of Health

The address of the Employer is:

Address (physical): Civitas Building, Cnr Thabo Sehume and Struben Street, Pretoria, 0002

Address (postal): Private Bag X 828, Pretoria, 0002

Telephone:  
Facsimile:

Agent (1) is: **Nxumalo De Jager Architects**

Agent’s service: Principal Agent

Telephone: 013 755 1103

Facsimile: 013 755 3607

Address (physical): Suite No. 3, Gold Court, 19 Rothery Street, Nelspruit, 1200

Address (postal): P.O.Box 19383, Nelspruit, 1200
Contract Data
Part C1: Agreement and Contract Data
NHLAZATSHE 6 SMALL CLINIC – FENCING

Agent (2) is: **Nxumalo De Jager Architects**
Agent's service: Architects
Telephone: 013 755 1103
Facsimile: 013 755 3607
Address (physical): Suite No. 3, Gold Court, 19 Rothery Street, Nelspruit, 1200
Address (postal): P.O.Box 19383, Nelspruit, 1200

Agent (3) is: **Mahalabemtonga Consulting cc**
Agent's service: Quantity Surveyors
Telephone: 013 753 2057
Facsimile: 013 752 6133
Address (physical): 506 Medsen Building, 14 Henshall Street, Nelspruit 1200
Address (postal): P.O.Box 6093, Nelspruit, 1200.

Agent (4) is: **Mzansi Africa Civils**
Agent's service: Civil / Structural Engineers
Telephone: 011 886 3373
Facsimile: 013 886 3949
Address (physical): 16 Bond Street Office park, Cnr. Kent & Bond Street, Ferndale, Randburg
Address (postal): P.O.Box 650279, Benmore, 2010

Agent (5) is: **Merepo cc Consulting Engineers**
Agent's service: Electrical / Mechanical Engineers
Telephone: 013 744 0881
Facsimile: 013 744 0884
Address (physical): 4 Skoenlapper Street, Nelspruit, 1200
Address (postal): P.O.Box 249, Nelspruit, 1200

Agent (6) is: **LDM Consulting**
Agent's service: Project Manager
Telephone: 012 346 8676
Facsimile: 012 346 7095
Cellular: 078 802 8139
Address (physical): 239 Lange Street, Nieuw Muckleneuk, Pretoria, 0181
Address (postal): PO Box 17238, Groenkloof, 0027
The **Works** comprises of new facilities, as well as related services in accordance with the drawings and specifications that will be provided to the contractor. (Refer document C3 – Scope of Works)

The **Site** comprises
(Refer document C4 – Site Information)

The **Works** or installations to be undertaken by **direct contractors** comprises
NONE

The Employer is an organ of **State**

- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
- Lateral support insurance is / not to be effected by the **contractor**
- Payment will be made for materials and goods
- Extended **defects** liability period will apply to the following elements:
  NOT APPLICABLE

Possession of the **site** is to be given on the date in the schedule.

The period for the commencement of the **works** after the **contractor** takes possession of the site is seven (7) **working days**.

For the **works** as a whole:

The date for **practical completion** is 15 February 2016

The **penalty** per **calendar day** is 0,05% of the tendered amount, inclusive of value added tax
or
**The date for practical completion and the penalty per calendar day is as follows:** N/A

<table>
<thead>
<tr>
<th>Section</th>
<th>Date</th>
<th>Penalty Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1</td>
<td></td>
<td></td>
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<tr>
<td>Section 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Section 3</td>
<td></td>
<td></td>
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</tbody>
</table>

The law applicable to the agreement shall be that of the Republic of South Africa.

Contract insurance is to be effected by the **contractor**.

Contract works insurance is to be effected by the **contractor** for a sum not less than the **contract sum** with a deductible in an amount that the **Principal Agent** deems appropriate.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.

Public liability insurance to be effected by the **contractor** for the sum of R2,500,000.00 with a deductible in an amount that the **Principal Agent** deems appropriate.

Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **Principal Agent** deems appropriate.

A waiver of the **contractor’s** lien or right of continuing possession is not required.
Three copies of the construction document are to be supplied to the contractor free of charge.

JBCC Engineering General Conditions are not to be included in the contract document. N/A

There is no latest day of the month for the issue of an interim payment certificate.

The employer will not provide advanced payments against an advanced payment guarantee.

The amount kept back from each payment will be called "retention" and shall be calculated as follows:

Upon the issue of each certificate prior to the issue of certificate of practical completion of the works, 10 per cent of the value of the work and materials excluding any portion of the works and materials embraced in a Nominated or Selected Sub-Contract, until such time as the amount retained equals to 5 per cent of the contract sum less any provisional sums included in the contract sum for which the sub contractor may be nominated or selected; and

10 per cent of the value of the works and materials as aforesaid in respect of any portion of the works embraced in a Nominated or Selected Sub-Contract until such time as the amount retained in respect of such nominated or selected sub-contract equals 5 per cent of his Sub-Contract sum;

Upon the issue of the certificate of practical completion of the works, half of the amount will be retained.

The balance of the retention will only included for payment in the Principals Agents final certificate provided that all the items on the defects list is completed to the satisfaction of the Principal Agent, and the acceptance and signing of the final account, which ever occurs last.

The client would retain the said "retention", and the contractor would have no claim whatsoever for any interest on the amount retained.

Dispute resolution shall be by adjudication or
Dispute determinations shall be by arbitration

*The contract price is a fixed price and not subject to any escalations.*

**Part 2: Contract Data completed by the Contractor**
<table>
<thead>
<tr>
<th>Clause</th>
<th>Item and data</th>
</tr>
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<tbody>
<tr>
<td>1.2</td>
<td>The name of the Contractor is. ..........................</td>
</tr>
<tr>
<td></td>
<td>The address of the contractor is:</td>
</tr>
<tr>
<td></td>
<td>Telephone: ........................................</td>
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<td></td>
<td>Facsimile: ........................................</td>
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<td>Address (physical): .................................</td>
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<td>................................................................</td>
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<tr>
<td></td>
<td>Address (postal): .................................</td>
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<td>................................................................</td>
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<td>................................................................</td>
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NATIONAL DEPARTMENT OF HEALTH

CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means ........................................................................................................................................
Physical address ........................................................................................................................................

Guarantor’s signatory 1 ..............................................................................................................................

Guarantor’s signatory 1 ..............................................................................................................................

Employer means Government of the Republic of South Africa in its National Department of Health
Contractor means ........................................................................................................................................
Agent means Phenomenal Architects
Works means CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT
Site means NHLAZATSHE 6 SMALL CLINIC, GERT SIBANDE DISTRICT
Agreement means the JBCC Series 2000 Principal Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R ........................................

Amount in words ........................................................................................................................................

Guaranteed Sum means the maximum aggregate amount of R .........................................................

Amount in words ........................................................................................................................................

1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum as follows:
GUARANTOR’S LIABILITY

<table>
<thead>
<tr>
<th>Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:</th>
<th>PERIOD OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>........................................................................................................</td>
<td>From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.</td>
</tr>
</tbody>
</table>

2 The Guarantor hereby acknowledges that:

2.1 Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

2.2 Its obligation under this Guarantee is restricted to the payment of money.

3 Subject to the Guarantor’s maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2.

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor’s physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor’s maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor’s physical address calling up this Guarantee stating that:

4.1 The Agreement has been cancelled due to the Contractor’s default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or

4.2 A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor’s maximum liability in terms of clause 1.

6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to
the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.

10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.

11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.

12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .................................................. Date ........................................

Guarantor’s Signatory 1 .................................... Guarantor’s Signatory 2 .............................

Identity number ........................................ Identity number ............................

Witness 1 .................................................. Witness 2 .................................

Guarantor’s seal or stamp
NATIONAL DEPARTMENT OF HEALTH

CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

ADJUDICATOR’S AGREEMENT

This agreement is made on the ______ day of _______ between:

........................................................................................................... (name of company / organisation)

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

........................................................................................................... (name of company / organisation)

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

(the Parties) and

........................................................................................................... (name)

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

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated ________ and known as .................................................................................................................................

and these disputes or differences shall be/have been* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.
<table>
<thead>
<tr>
<th></th>
<th>The Adjudicator shall be paid at the hourly rate of R. . . . . . . . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</td>
</tr>
<tr>
<td></td>
<td>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</td>
</tr>
<tr>
<td></td>
<td>(b) Telegrams, telex, faxes, and telephone calls.</td>
</tr>
<tr>
<td></td>
<td>(c) Postage and similar delivery charges.</td>
</tr>
<tr>
<td></td>
<td>(d) Traveling, hotel expenses and other similar disbursements.</td>
</tr>
<tr>
<td></td>
<td>(e) Room charges.</td>
</tr>
<tr>
<td></td>
<td>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</td>
</tr>
<tr>
<td>3</td>
<td>The Adjudicator shall be paid an appointment fee of R. . . . . . . . . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.</td>
</tr>
<tr>
<td>4</td>
<td>The Adjudicator is/is not* currently registered for VAT.</td>
</tr>
<tr>
<td>5</td>
<td>Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.</td>
</tr>
<tr>
<td>6</td>
<td>All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.</td>
</tr>
</tbody>
</table>

* Delete as necessary
NATIONAL DEPARTMENT OF HEALTH

CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
   a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
   b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990.
   c) Electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

8 The Contract Data and the standard form of contract referenced therein must be studied for the full
extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities

9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.

10 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.

11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

12 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

   a) an amount which is not to be varied, namely Fixed (F)
   b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
   c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

   a) 10 percent is Fixed;
   b) 15 percent if Value Related
   c) 75 percent is Time Related.

14 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

15 The tenderer is to acquaint him as to the specific requirements of this tender as contained in items 107 and 108 of the Preliminaries bill as contained in the bills of quantities. No claim will be entertained due to the failure of the tenderer to allow for these requirements.
C2.2 Bills of Quantities
C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer’s objectives

The employer’s objective is to complete the Construction of Concrete Palisade Fence at the new Nhlazatshe 6 Small Clinic in Gert Sibande District.

1.2 Overview of the works

The project comprises the construction of new concrete palisade fence in accordance with the drawings and specifications that will be provided to the contractor.

1.3 Extent of the works

Construction of concrete palisade fence in accordance with Architectural and Engineers drawings.

1.4 Location of the works

Nhlazatshe 6 Village, Gert Sibande District.

GPS Co-ordinates:
26°01’48.19”S
30°47’40”E

1.5 Temporary works

There are no temporary works involved on this project

2 Drawings

The drawings used for setting up the Bills of Quantities are as follows:

To be provided at site hand over

3 PROCUREMENT
3.1  Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

3.1.1  Requirements for the sourcing and engagement of labour.

3.1.1.1  Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2  The rate of pay set for the SPWP is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Daily wage for 8 hour work day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unskilled labour</td>
<td></td>
</tr>
<tr>
<td>Semi skilled labour</td>
<td></td>
</tr>
<tr>
<td>Skilled labour</td>
<td></td>
</tr>
<tr>
<td>Supervisor</td>
<td></td>
</tr>
</tbody>
</table>

3.1.1.3  Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and

b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.1.1.4  The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

3.1.1.5  The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

a) where the head of the household has less than a primary school education;

b) that have less than one full time person earning an income;

c) where subsistence agriculture is the source of income;

d) those who are not in receipt of any social security pension income

3.1.1.6  The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

a) 50% women;

b) 25% youth who are between the ages of 18 and 25; and

c) 2% on persons with disabilities.

3.1.2  Specific provisions pertaining to SANS 1914-5

3.1.2.1  Definitions

3.1.2.1.1  Targeted labour: Unemployed persons who are employed as local labour on the project.

3.1.2.2  Contract Participation Goal
3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.

3.1.2.3 Terms and conditions for the engagement of targeted labour

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Appendix E.2, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

4 MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer’s representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

4.2 Unauthorized persons

The Contractor shall keep unauthorized persons from the works at all times. Under no circumstances may any person except guards be allowed to sleep on the building site.

4.3 Management meetings
The Employer’s Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer’s Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor to ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the consultant.

The Contractor to ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

4.6 EPWP labour intensive specification

Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 5CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for, the NQF level 2 unit standards or NQF level 4 unit standards.

Table 1: Skills programme for supervisory and management staff

<table>
<thead>
<tr>
<th>Personnel</th>
<th>NQF level</th>
<th>Unit standard titles</th>
<th>Skills programme description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team leader / supervisor</td>
<td>2</td>
<td>Apply Labour Intensive Construction Systems and Techniques to Work Activities</td>
<td>This unit standard must be completed, <strong>and</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage</td>
<td></td>
</tr>
</tbody>
</table>

Contract
Part C3: Scope of work
NHLAZATSHE 6 SMALL CLINIC – FENCING

- 145 -
### Part C3: Scope of work

#### NHLAZATSHE 6 SMALL CLINIC – FENCING

<table>
<thead>
<tr>
<th>Role</th>
<th>Unit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use Labour Intensive Construction</td>
<td></td>
<td>Methods to Construct and Maintain Water and Sanitation Services</td>
</tr>
<tr>
<td>Use Labour Intensive Construction</td>
<td></td>
<td>Methods to Construct and Maintain Water and Sanitation Services</td>
</tr>
<tr>
<td>Use Labour Intensive Construction</td>
<td></td>
<td>Methods to Construct, Repair and Maintain Structures</td>
</tr>
<tr>
<td>Foreman/supervisor</td>
<td>4</td>
<td>Implement labour Intensive Construction Systems and Techniques</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Use Labour Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures</td>
</tr>
<tr>
<td>Site Agent/Manager (i.e. the</td>
<td>5</td>
<td>Manage Labour Intensive Construction Processes</td>
</tr>
<tr>
<td>contractor’s most senior</td>
<td></td>
<td>Skill Programme against this single unit standard</td>
</tr>
<tr>
<td>representative that is resident on</td>
<td></td>
<td></td>
</tr>
<tr>
<td>the site)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ADDENDA

- Occupational Health and Safety Regulations (ADDENDUM A)
- Standard Occupational Health and Safety Specification (ADDENDUM B)
- Environmental Management Plan (ADDENDUM C)
- Pro-forma contract between Contractor and Worker (ADDENDUM D)
- Pro-forma Attendance Register (ADDENDUM E)
- Contract Person / Days Calculation Format (ADDENDUM F)
- Contractor monthly report format (see 4.4 above) also available in electronic format (ADDENDUM G)
- Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme (ADDENDUM H)
- Drawings (ADDENDUM I)
NATIONAL DEPARTMENT OF HEALTH

CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

C4 Site Information

THE SITE IS AT ERF, NHLAZATSHE 6 VILLAGE IN GERT SIBANDE DISTRICT
GPS CO-ORDINATES:
26°01'48"S
30°47'40"E
ADDENDUM A

Occupational Health and Safety Regulations

GOVERNMENT NOTICE
DEPARTMENT OF LABOUR

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

CONSTRUCTION REGULATIONS, 2003

The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

SCHEDULE

Definitions

1. In these Regulations any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“Agent” means any person who acts as a representative for a client in the managing the overall construction work.

“angle of repose” means the steepest angle of a surface at which a mass of loose or fragmented material will remain stationary in a pile on a surface, rather than sliding or crumbling away;

“Batch plant” means machinery, appliances or other similar devices that are assembled in such a manner so as to be able to mix materials in bulk for the purposes of using the mixed product for construction work;
“Client” means any person for whom construction work is performed;

“competent person” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training;

“Construction work” means 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;

“construction vehicle” means a vehicle used for means of conveyance for transporting persons or material or both such persons and material, as the case may be, both on and off the construction site for the purposes of performing construction work;

A “Contractor” mean an employer, as defined in section 1 of the Act, who performs construction work and includes principal contractors;

“Design” in relation to any structure includes drawings, calculations, design details and specifications;

“Designer” means any person who—

(a) prepares a design;

(b) checks and approves a design;

(c) Arranges for any person at work under his control (including an employee of his, where he is the employer) to prepare a design, as well as;

(d) Architects and engineers contributing to, or having overall responsibility for the design;

(e) Build services engineers designing details for fixed plant;
(f) Surveyors specifying articles or drawing up specifications;

(g) Contractors carrying out design work as part of a design and build project;

(h) Temporary works engineer designing formwork and false work; and

(i) Interior designers, shop-fitters and landscape architects.

“ergonomics” means the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance;

“Excavation work” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;

“explosive powered tool” means a tool that is activated by an explosive charge and that is used for driving bolts, nails and similar objects for the purpose of providing fixing;

“fall prevention equipment” means equipment used to prevent persons from falling from an elevated position, including personal equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment;

“fall arrest equipment” means equipment used to arrest the person in a fall from an elevated position, including personal equipment, body harness, lanyards, deceleration devices, lifelines or similar equipment, but excludes body belts;

“fall protection plan” means a documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied in order to eliminate the risk;

“Hazard identification” means the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed;

“Health and safety file” means a file, or other record in permanent form, containing the information required as contemplated in these regulations;

“Health and safety plan” means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and safety specification” means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;
“material hoist” means a hoist used to lower or raise material and equipment, and includes cantilevered platform hoists, mobile hoists, friction drive hoists, scaffold hoists, rack and pinion hoists and combination hoists;

“Medical certificate of fitness” means a certificate valid for one year issued by an occupational health practitioner, issued in terms of these regulations, whom shall be registered with the Health Professions Council of South Africa;

“Method statement” means a written document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Mobile plant” means machinery, appliances or other similar devices that is able to move independently, for the purpose of performing construction work on the construction site;

“National Building Regulations” means the National Building Regulations made under section 17(1) of the National Building Regulations and Building Standards Act, 1977 (Act No.103 of 1977), and published under Government Notice No. R.1081 of 10 June 1988, as amended;

“Person day” means one individual carrying out construction work on a construction site for one normal working shift;

“principal contractor” means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“professional engineer or professional certificated engineer” means any person holding registration as either a Professional Engineer or Professional Certificated Engineer under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Professional technologist” means any person holding registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000);

“Provincial director” means the provincial director as defined in regulation 1 of the General Administrative Regulations under the Act;

“risk assessment” means a programme to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;

“Roof apex height” means the dimensional height in meters measured from the lowest ground level abutting any part of a building to the highest point of the roof;


“SABS 0400” means the South African Bureau of Standards, Code of Practice for the application of the National Building Regulations;

“SABS 1903” means the South African Bureau of Standards’ Standard Front-end Specification entitled: “Safety requirements on suspended access equipment – Design calculations, stability criteria, construction-tests”;

"Scaffold" means any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both;

“shoring” means a structure such as a hydraulic, mechanical or timber/steel shoring system that supports the sides of an excavation and which is intended to prevent the cave-in or the collapse of the sides of an excavation, and “shoring system” has a corresponding meaning;

“Structure” means—

(a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

(b) any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

(c) any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two meters or more;

“Suspended platform” means a working platform suspended from supports by means of one or more separate ropes from each support;

“The Act” means the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

“Tunneling” means the construction of any tunnel beneath the natural surface of the earth for a purpose other than the searching for or winning of a mineral;

Scope of application

2.(1) These Regulations, shall apply to any persons involved in construction work.

(2) The provisions of sub regulation 4.(1)(a) shall not be applicable where the construction work carried out is in relation to a single storey domestic building for a client who is going to reside in such dwelling upon completion thereof.

(3) The provisions of sub regulations 4.(1)(a) and 5(1), 5.(3)(a) and 5(4) shall not be applicable where the construction work is in progress and more than fifty percent thereof has been completed at the date of promulgation of these regulations: Provided that an inspector may instruct accordingly that these Regulations shall be applicable.
Notification of construction work

3.(1) A principal contractor who intends to carry out any construction work shall—

(a) before carrying out that work, notify the provincial director in writing of the construction work if it includes—

(i) The demolition of a structure exceeding a height of 3 meters; or

(ii) The use of explosives to perform construction work; or

(iii) The dismantling of fixed plant at a height greater than 3m.

(b) before carrying out that work, notify the provincial director in writing when the construction work—

(i) Exceeds 30 days or will involve more than 300 person days of construction work; and

(ii) Includes excavation work deeper than 1m; or

(iii) Includes working at a height greater than 3 meters above ground or a landing.

(2) The notification to the provincial director contemplated in sub regulation (1) must be done on the form similar to ADDENDUM A to these regulations.

(3) A principal contractor shall ensure that a copy of the completed form contemplated in sub regulation (2) is kept on site for inspection by an inspector, client, client’s agent or employee.

Client

4. (1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—

(a) to prepare a documented health and safety specification for the construction work, and provide any principal contractor who is making a bid or appointed to perform construction work for the client with the same;

(b) To promptly provide the principal contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out construction work;

(c) To appoint each principal contractor in writing for the project or part thereof on a construction site;

(d) to take reasonable steps to ensure that each principal contractor’s health and safety plan as determined in sub regulation 5(1) is implemented and maintained on the construction site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and principal contractor, but at least once every month;
(e) to stop any contractor from executing construction work which is not in accordance with the principal contractor’s health and safety plan contemplated in sub regulation 5(1) for the site or which poses to be a threat to the health and safety of persons;

(f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely;

(g) to ensure that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

(h) To ensure that potential principal contractors submitting tenders, have made provision for the cost of health and safety measures during the construction process.

(2) A client shall discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub regulation 5(1) and thereafter finally approve the health and safety plan for implementation.

(3) A client shall ensure that a copy of the principal contractor’s health and safety plan is available on request to an employee, inspector or contractor.

(4) No client shall appoint a principal contractor to perform construction work, unless the client is reasonably satisfied that the principal contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

(5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

(6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Principal Contractor and Contractor

5. (1) A principal contractor shall provide and demonstrate to the client a suitable and sufficiently documented health and safety plan, based on the client’s documented health and safety specification contemplated in regulation 4(1)(a), which shall be applied from the date of commencement of and for the duration of the construction work.

(2) A principal contractor shall take reasonable steps as far as is necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations.

(3) A principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act—

(a) to provide any contractor who is making a bid or appointed to perform construction work for the principal contractor, with the relevant sections of the documented health and safety specification contemplated in regulation 4(1)(a) pertaining to the construction work which has to be performed;
(b) to appoint each contractor contemplated in paragraph (a) in writing for the part thereof of the project on a construction site;

(c) to take reasonable steps to ensure that each contractor’s health and safety plan contemplated in sub regulation (4) is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;

(d) to stop any contractor from executing construction work which is not in accordance with the principal contractor’s and/or contractor’s health and safety plan for the site or which poses a threat to the health and safety of persons;

(e) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the contractor to execute the work safely;

(f) to ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

(g) to ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process.

(4) A contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, based on the relevant sections of the principal contractor’s health and safety specification contemplated in regulation 5(3) (a) provided by the principal contractor, which plan shall be applied from the date of commencement of and for the duration of the construction work.

(5) A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan contemplated in sub regulation (4), and shall finally approve that plan for implementation.

(6) A principal contractor shall ensure that a copy of his or her health and safety plan contemplated in sub regulation (1), as well as the contractor’s health and safety plan contemplated in sub regulation (4), is available on request to an employee, inspector, contractor, client or client’s agent.

(7) Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and these Regulations, is opened and kept on site and made available to an inspector, client, client’s agent or principal contractor upon request.

(8) A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall, in addition to the documentation referred to in sub regulation (7), include a record of all drawings, designs, materials used and other similar information concerning the completed structure.

(9) A principal contractor shall ensure that in addition to the documentation required in the health and safety file as determined in sub regulations (7) and (8), a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.

(10) No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
(11) Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in sub regulations (2) to (6) that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.

(12) No contractor shall appoint another contractor to perform construction work unless he or she is reasonably satisfied that the contractor he or she intends to appoint has the necessary competencies and resources to perform the construction work safely.

(13) Contractors shall co-operate with the principal contractor as far as is necessary to enable each of them to comply with the provisions of the Act.

(14) Every contractor shall as far as is reasonably practicable, promptly provide the principal contractor with any information which might affect the health and safety of any person at work carrying out construction work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

Supervision of construction work

6. (1) Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

(2) The contractor may in writing appoint one or more competent employees to assist the appointed construction supervisor contemplated in sub regulation (1), and every such employee shall, to the extent clearly defined by the contractor in the letter of designation, have the same duties as the construction supervisor: Provided that the designation of any such employee shall not relieve the construction supervisor contemplated in sub regulation (1) of any personal accountability for failing in his supervisory duties referred to in terms of this regulation.

(3) Where the contractor has not appointed an employee as referred to sub regulation (2), or, in the opinion of an inspector, not a sufficient number of such employees, that inspector may require the employer to appoint the number of employees indicated by the inspector, and the provisions of sub regulation (2) shall apply in respect of those employees as if they had in the first instance been appointed under sub regulation (2).

(4) No construction supervisor appointed in terms of sub regulation (1) shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed: Provided that a sufficient number of competent employees have been appropriately designated under sub regulation (2) on all the construction sites, the appointed construction supervisor may supervise more than one site.

(5) If, however, the construction supervisor appointed in terms of sub regulation (1) for more than one construction site will not, in the opinion of an inspector, be able to supervise the works favorably, an inspector may require the contractor to appoint the required number of employees as contemplated in sub regulation (2) to assist the appointed construction supervisor or instruct the contractor to appoint the construction supervisor who had been appointed in terms of sub regulation (1) more appropriately.

(6) A contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time
construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

(7) The appointed construction safety officer as contemplated in sub regulation (6) shall as far as is reasonably practicable be utilized to give input at the early design stage and where not appointed at this stage, he or she shall be given the opportunity to input into the health and safety plan when wanting to do so, and a record of such shall be kept in the health and safety file contemplated in regulation 5(7).

(8) No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor.

Risk assessment

7.(1) Every contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least—

(a) the identification of the risks and hazards to which persons may be exposed to;

(b) The analysis and evaluation of the risks and hazards identified;

(c) A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;

(d) a monitoring plan; and

(e) A review plan.

(2) A contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client’s agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

(3) Every contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

(4) A contractor shall ensure that all employees under the his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

(5) A principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.
(6) A contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.

(7) Notwithstanding the requirements laid down in sub regulation (4), no contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

(8) A contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

(9) Every employee on site shall—

(a) be in possession of proof of the health and safety induction training as determined in sub regulation (7), issued by a competent person of the contractor prior to the commencement of construction work; and

(b) Carry the proof contemplated in paragraph (a) for the duration of that project or for the period that the employee will be on the construction site.

Fall protection

8. (1) A contractor shall cause—

(a) The designation of a competent person, responsible for the preparation of a fall protection plan;

(b) The fall protection plan contemplated in (a) to be implemented, amended where and when necessary and maintained as required;

(c) Steps to be taken in order to ensure the continued adherence to the fall protection plan.

(2) The fall protection plan contemplated in sub regulation (1), shall include—

(a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
(b) the processes for evaluation of the employees physical and psychological fitness necessary to work at elevated positions and the records thereof;

(c) the programme for the training of employees working from elevated positions and records thereof; and

(d) The procedure addressing the inspection, testing and maintenance of all fall protection equipment.

(3) A contractor shall ensure that the construction supervisor appointed in terms of regulation 6(1), is in possession of the most recently updated version of the fall protection plan.

(4) Not with standing the provisions of sub regulations (1) and (2), the contractor shall ensure that—

(a) all unprotected openings in floors, edges, slabs, hatchways and stairways are adequately guarded, fenced or barricaded or that similar means are used to safeguard any person from falling through such openings;

(b) No person works in an elevated position, unless such work is performed safely as if working from a scaffold or ladder;

(c) Notices are conspicuously placed at all openings where the possibility exists that a person might fall through such openings;

(d) Fall prevention and fall arrest equipment is—

(i) Suitable and of sufficient strength for the purpose or purposes for which it is being used having regard to the work being carried out and the load, including any person, it is intended to bear; and

(ii) Securely attached to a structure or plant and the structure or plant and the means of attachment thereto is suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any person who is liable to fall;

(e) fall arrest equipment shall only be used where it is not reasonably practicable to use fall prevention equipment; and

(f) Suitable and sufficient steps shall be taken to ensure, as far as is reasonably practicable, that in the event of a fall by any person, the fall arrest equipment or the surrounding environment does not cause injury to the person.

(5) Where roof work is being performed on a construction site, the contractor shall ensure that in addition to the requirements set out in sub regulations (2) and (4), it is furthermore indicated in the fall protection plan—

(a) that the roof work has been properly planned;

(b) that the roof erectors are competent to carry out the work;

(c) that no employees are permitted to work on roofs during inclement weather conditions or if weather conditions are a hazard to the health and safety of the employees;
(d) that prominent warning notices are to be placed where all covers to openings are not of sufficient strength to withstand any imposed loads and where fragile material exists;

(e) that the areas mentioned in paragraph (d) are to be barricaded off to prevent persons from entering;

(f) that suitable and sufficient platforms, coverings or other similar means of support have been provided to be used in such a way that the weight of any person passing across or working on or from fragile material is supported; and

(g) that there is suitable and sufficient guard-rails or barriers and toe-boards or other similar means of protection to prevent, so far as is reasonably practicable, the fall of any person, material or equipment.

Structures

9. (1) A contractor shall ensure that—

(a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; and

(b) No structure or part of a structure is loaded in a manner which would render it unsafe.

(2) The designer of a structure shall—

(a) before the contract is put out to tender, make available to the client all relevant information about the design of the relevant structure that may affect the pricing of the construction work;

(b) inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered;

(c) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor—

(i) A geo-science technical report where appropriate;

(ii) The loading the structure is designed to withstand; and

(iii) The methods and sequence of construction.

(d) not include anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;

(e) Take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;

(f) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;

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(g) Stop any contractor from executing any construction work which is not in accordance with the relevant design;

(h) conduct a final inspection of the completed structure prior to its commissioning in order to render it safe for use and issue a completion certificate to the contractor; and

(i) Ensure that when preparing the design, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

(3) A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client’s agent or employee.

(4) Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.

(5) Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued use and such maintenance records shall be kept and made available to an inspector upon request.

Formwork and support work

10. A contractor shall ensure that—

(a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose;

(b) all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;

(c) The designs of formwork and support work structures are done upon close reference to the structural design drawings and where any uncertainty exists; the structural designer should be consulted;

(d) all drawings pertaining to the design of formwork or support work structures are kept on the site and are available on request by an inspector, contractor, client, client’s agent or employee;

(e) all equipment used in the formwork or support work structure are carefully examined and checked for suitability by a competent person, before being used;

(f) all formwork and support work structures are inspected by a competent person immediately before, during and after the placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on site;

(g) if, after erection, any formwork and support work structure is found to be damaged or weakened to such a degree that its integrity is affected, it shall be safely removed or reinforced immediately;
Adequate precautionary measures are taken in order to—

(i) Secure any deck panels against displacement; and

(ii) Prevent any person from slipping on support work or formwork due to the application of formwork or support work release agents;

(i) as far as is reasonably practicable, the health of any person is not affected through the use of solvents or oils or any other similar substances;

(j) upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own weight, but also any imposed loads and not removed until authorization has been given by the competent person contemplated in paragraph (a);

(k) Provision is made for safe access by means of secured ladders or staircases for all work to be carried out above the foundation bearing level;

(l) All employees required to erect, move or dismantle formwork and support work structures are provided with adequate training and instruction to perform these operations safely; and

(m) The foundation conditions are suitable to withstand the weight caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure is stable.

Excavation work

11.(1) A contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.

(2) A contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.

(3) Every contractor who performs excavation work shall—

(a) Take suitable and sufficient steps in order to prevent, as far as is reasonably practicable, any person from being buried or trapped by a fall or dislodgement of material in an excavation;

(b) Not require or permit any person to work in an excavation which has not been adequately shored or braced: Provided that shoring and bracing may not be necessary where—

(i) The sides of the excavation are sloped to at least the maximum angle of repose measured relative to the horizontal plane; or

(ii) Such an excavation is in stable material: Provided that—

(aa) permission being given in writing by the appointed competent person contemplated in sub regulation (1) upon evaluation by him or her of the site conditions; and
where any uncertainty pertaining to the stability of the soil still exists, the decision from a professional engineer or a professional technologist competent in excavations shall be decisive and such a decision shall be noted in writing and signed by both the competent person contemplated in sub regulation (1) and the professional engineer or technologist, as the case may be;

(c) take steps to ensure that the shoring or bracing contemplated in paragraph (b) is designed and constructed in such a manner rendering it strong enough to support the sides of the excavation in question;

(d) ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of, any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;

(e) Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, the steps are taken that may be necessary to ensure the stability of such building, structure or road and the safety of persons;

(f) cause convenient and safe means of access to be provided to every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;

(g) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

(h) cause every excavation, including all bracing and shoring, to be inspected—

   (i) Daily, prior to each shift;
   (ii) After every blasting operation;
   (iii) After an unexpected fall of ground;
   (iv) After substantial damage to supports; and
   (v) After rain,

by the competent person contemplated in sub regulation (1), in order to pronounce the safety of the excavation to ensure the safety of persons, and those results are to be recorded in a register kept on site and made available to an inspector, client, client’s agent, contractor or employee upon request;

(i) Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be—

   (i) Adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
   (ii) Provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;
ensure that all precautionary measures as stipulated for confined spaces as determined in the General Safety Regulations promulgated by Government Notice No.R.1031 of 30 May 1986, as amended, are complied with when entering any excavation;

ensure that, where the excavation work involves the use of explosives, a method statement is developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for excavation work and that the procedures therein are followed; and

Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

Demolition work

12.(1) A contractor shall appoint a competent person in writing to supervise and control all demolition work on site.

(2) A contractor shall ensure that prior to any demolition work being carried out, and in order also to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.

(3) During the demolition, a competent person shall check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.

(4) Every contractor who performs demolition work shall—

(a) With regard to a structure being demolished, take steps to ensure that—

(i) No floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;

(ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and

(iii) precautions are taken in the form of adequate shoring or such other means as may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;

(b) Not require or permit any person to work under unsupported overhanging material, which has not been adequately supported, shored or braced;

(c) take steps to ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;

(d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take such steps as may be necessary to ensure the stability of such structure or road and the safety of persons;

(e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in anyway, be affected by the work to be performed, and shall before the commencement of demolition work that may affect any such service, take the steps that may be necessary to render circumstances safe for all persons involved;
(f) Cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;

(g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and

(h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

(5) A contractor shall ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.

(6) Waste and debris shall not be disposed from a high place by a chute unless the chute—

(a) Is adequately constructed and rigidly fastened;

(b) If inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;

(c) If of the open type, is inclined at an angle of less than 45 degrees to the horizontal;

(d) Where necessary, is fitted with a gate at the bottom end to control the flow of material; and

(e) Is discharged into a container or an enclosed area surrounded by barriers.

(7) A contractor shall ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.

(8) A contractor shall ensure that equipment is not used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.

(9) Where the risk assessment indicates the presence of asbestos, a contractor shall ensure that all asbestos related work is conducted in accordance with the provisions of the, Asbestos Regulations promulgated by Government Notice No.R.155 of 10 February 2002, as amended.

(10) Where the risk assessment indicates the presence of lead, a contractor shall ensure that all lead related work is conducted in accordance with the provisions of the, Lead Regulations promulgated by Government Notice No.R.236 of 28 February 2002, as amended.

(11) Where the demolition work involves the use of explosives, a method statement is to be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and the procedures therein are adhered to.

(12) A contractor shall ensure that all waste and debris is as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

Tunneling
13.(1) Any contractor performing tunneling activities or works, shall comply with such requirements as
Published under the Mine Health and Safety Act, 1996 (Act No.29 of 1996), as amended.

(2) Notwithstanding the provisions of sub regulation (1), no person shall enter a tunnel, which has a
height dimension less than 800mm.

Scaffolding

14.(1) Every contractor using access scaffolding, shall ensure that such scaffolding, when used, complies
with the safety standards incorporated for this purpose into these Regulations under section 44 of the Act.

(2) A contractor shall ensure that all scaffolding work operations are carried out under the supervision
of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and
inspectors are competent to carry out their work.

Suspended platforms

15.(1) A contractor shall ensure that all suspended platform work operations are carried out under the
supervision of a competent person who has been appointed in writing, and that all suspended platform
erectors, operators and inspectors are competent to carry out their work.

(2) No contractor shall use or permit the use of a suspended platform, unless—

(a) The design, stability and construction thereof comply with the safety standards
incorporated for this purpose into these Regulations under section 44 of the Act;

(b) In possession of a certificate of system design issued by a professional engineer,
certificated engineer or a professional technologist for the use of the suspended platform
system; and

(c) he or she is, prior to the commencement of the work, in possession of an operational
compliance plan developed by a competent person based on the certificate of system
design contemplated in paragraph (b) and applicable to the environment in which the
system is being used, prior to the commencement of the work which must include proof
of the—

(i) Competent person who has been appointed for supervision;

(ii) Competency of erectors, operators and inspectors;

(iii) operational design calculations which should comply with the requirements of the
system design certificate;

(iv) Performance test results;

(v) Sketches indicating the completed system with the operational loading capacity of
the platform;

(vi) Procedures for and records of inspections having been carried out; and

(vii) procedures for and records of maintenance work having been carried out:

Provided that sub regulation (2) shall only become applicable six months from the date of promulgation of
these regulations.

(3) A contractor making use of a suspended platform system shall forward a copy of the certificate of
system design issued by a professional engineer, certificated engineer or professional technologist
including a copy of the design calculations, sketches and test results, to the provincial director before commencement of the use of the system and must further indicate the intended type of work, the system would be used for.

(4) A contractor need not re-submit a copy of the certificate of system design contemplated in subregulation (3) for every new project: Provided that the environment in which the system is being used does not change to such an extent that the system design certificate is no longer applicable and, should uncertainty exist of the applicability of the system design certificate, the decision of a professional engineer, certificated engineer or professional technologist shall be decisive.

(5) A contractor shall ensure that the outriggers of each suspended platform—

(a) are constructed of steel or any other material of similar strength and have a safety factor of at least four in relation to the load it is to carry; and

(b) Have suspension points provided with stop devices or other effective devices at the outer ends to prevent the displacement of ropes.

(6) The contractor shall ensure that—

(a) The parts of the building or structure on which the outriggers are supported, are checked by means of calculations to ensure that the required safety factor is adhered to without risk of damage to the building or structure;

(b) The suspension wire rope and the safety wire rope are separately connected to the outrigger;

(c) each person on a suspended platform is provided with and wears a safety harness as a fall prevention device which must at all times, be attached to the suspended platform or to the anchorage points on the structure whilst on the suspended platform;

(d) the hand or power driven machinery to be used for the lifting or lowering of the working platform of a suspended platform is constructed and maintained in such a manner that an uncontrolled movement of the working platform cannot occur;

(e) The machinery referred to in paragraph (d) is so situated that it is easily accessible for inspection;

(f) The rope connections to the outriggers are vertically above the connections to the working platform; and

(g) Where the working platform is suspended by two ropes only, the connections of the ropes to the working platform are of such height above the level of the working platform as to ensure the stability of the working platform.

(7) A contractor shall ensure that the suspended platform—

(a) is suspended as near as possible to the structure to which work is being done and, except when light work is being done, is secured at every working position to prevent horizontal movement between the suspended platform and the structure;
(b) is fitted with anchorage points to which workers shall attach the lanyard of the safety harness worn and used by the worker and such anchorage connections shall have sufficient strength to withstand any potential load applied to it; and

(c) is fitted with a conspicuous notice easily understandable by all workers working with the suspended platform, showing the maximum mass load which the suspended platform can carry.

(8) A contractor shall cause—

(a) The whole installation and all working parts of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification;

(b) The whole installation to be subjected to a performance test as determined by the standard to which the suspended platform was manufactured;

(c) the performance test contemplated in paragraph (b) to be done by a competent person appointed in writing with the knowledge and experience of erection and maintenance of suspended platforms or similar machinery and who shall determine the serviceability of the structures, ropes, machinery and safety devices before they are used following every time they are erected;

(d) the performance test contemplated in paragraph (b) of the whole installation of the suspended platform shall be subjected to a load equal to that prescribed by the manufacturer or, in the absence of such load, to a load of 110 per cent of the rated mass load, at intervals not exceeding 12 months and in such a manner that every part of the installation is stressed accordingly;

(9) Not withstanding the provisions of sub regulation (8), the contractor shall cause every hoisting rope, hook or other load-attaching device which forms part of the suspended platform to be thoroughly examined in accordance with the manufacturer's specification by the competent person contemplated in sub regulation (8) before they are used following every time they are assembled, and, in cases of continuous use, at intervals not exceeding three months.

(10) A contractor shall ensure that the suspended platform supervisor appointed in terms of the provisions of sub regulation (1), or the suspended platform inspector mentioned in sub regulation (1), carries out a daily inspection of all the equipment prior to use, including establishing whether—

(a) All connection bolts are secure;

(b) All safety devices are functioning;

(c) All safety devices are not tampered with or vandalized;

(d) The maximum mass load of the platform is not exceeded;

(e) The occupants in the suspended platform are using safety harnesses which have been properly attached;
(f) There are no visible signs of damage to the equipment; and

(g) All reported operating problems have been attended to.

(11) A contractor shall ensure that all inspection and performance test records are kept on the construction site at all times and made available to an inspector, client, client’s agent or employee upon request.

(12) A contractor shall ensure that all employees required to work or to be supported on a suspended platform are—

(a) physically and psychologically fit to work safely in such an environment by being in possession of a medical certificate of fitness;

(b) Competent in conducting there work safely relating to suspended platforms and the training which employees receive or had received must include at least—

(i) How to access and egress the suspended platform safely;

(ii) How to correctly operate the controls and safety devices of the equipment;

(iii) Information on the dangers related to the misuse of safety devices; and

(iv) Information on the procedures to be followed in the case of—

(aa) an emergency;

(bb) the malfunctioning of equipment;

(cc) the discovery of a suspected defect in the equipment; and

(v) Instructions on the proper use of safety harnesses.

(13) Where the outrigger is to be moved, the contractor shall ensure that only persons trained and competent to effect such move, perform this task and that an inspection be carried out and the results thereof be recorded by the competent person prior to re-use of the suspended platform.

(14) A contractor shall ensure that the suspended platform is properly isolated after use at the end of each working day such that no part of the suspended platform will present a danger to any person thereafter.

Boatswain’s chairs

16.(1) A contractor shall ensure that every boatswain’s chair or similar device is securely suspended and is constructed in such a manner so as to prevent any occupant from falling there from.

(2) The contractor shall ensure that an inspection is carried out prior and a performance test immediately after, the boatswain chair has been erected and thereafter a visual inspection should be carried out on a daily basis prior to use.
Material hoists

17. (1) A contractor shall ensure that every material hoist and its tower have been constructed of sound material in accordance with the generally accepted technical standards and are strong enough and free from defects.

(2) A contractor shall cause the tower of every material hoist to be—

(a) erected on firm foundations and secured to the structure or braced by steel wire guy ropes and to extend to such a distance above the highest landing as to allow a clear and unobstructed space of at least 900 mm for over travel;

(b) enclosed on all sides at the bottom, and at all floors where persons are at risk of being struck by moving parts of the hoist, except on the side or sides giving access to the material hoist, with walls or other effective means to a height of at least 2100 mm from the ground or floor level; and

(c) Provided with a door or gate at least 2100 mm in height at each landing and such door or gate shall be kept closed, except when the platform is at rest at such a landing.

(3) A contractor shall cause—

(a) The platform of every material hoist to be designed in such a manner that it shall safely contain the loads being conveyed and that the combined weight of the platform and the load does not exceed the designed lifting capacity of the hoist;

(b) the hoisting rope of every material hoist which has a remote winch to be effectively protected from damage by any external cause to the portion of the hoisting rope between the winch and the tower of the hoist; and

(c) Every material hoist to be provided with an efficient brake capable of holding the platform with its maximum load in any position when the power is not being supplied to the hoisting machinery.

(4) No contractor shall require or permit trucks, barrows or material to be conveyed on the platform of a material hoist and no person shall so convey trucks, barrows or material unless such articles are so secured or contained in such a manner that displacement thereof cannot take place during movement.

(5) A contractor shall cause a notice, indicating the maximum mass load which may be carried at any one time and the prohibition of persons from riding on the platform of the material hoist, to be affixed around the base of the tower and at each landing.

(6) A contractor of a material hoist shall not require or permit any person to operate such a hoist, unless the person is competent in the operation thereof.

(7) No contractor shall require or permit any person to ride on a material hoist.

(8) A contractor shall cause every material hoist—

(a) To be inspected on a daily basis by a competent person who has been appointed in writing and has the experience pertaining to the erection and maintenance of material hoists or similar machinery.

(b) Inspection contemplated in paragraph (a), to include the determination of the serviceability of the entire material hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices.
(c) Inspection result to be entered and signed in a record book which shall be kept on the premises for that purpose.

(d) To be properly maintained and that the maintenance records in this regard are kept on site.

(a)

Batch plants

18.(1) A contractor shall ensure that all batch plants are operated and supervised by a competent person who has been appointed in writing.

(2) A contractor shall ensure that the placement and erection of a batch plant complies with the requirements set out by the manufacturer and that such plant is erected as designed.

(3) A contractor shall ensure that all devices to start and stop a batch plant are provided and that these devices are—
   
   (a) Placed in an easily accessible position; and
   
   (b) Constructed in such a manner as to prevent accidental starting.

(4) The contractor shall ensure that the machinery and plant selected is suitable for the task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors, covers or other similar means.

(5) No person shall be permitted to remove or modify any guard or safety equipment relating to a batch plant, unless authorised to do so by the appointed person as contemplated in sub regulation (1).

(6) A contractor shall ensure that all persons authorised to operate the batch plant are fully—
   
   (a) Aware of all the dangers involved in the operation thereof; and
   
   (b) Conversant with the precautionary measures to be taken in the interest of health and safety.

(7) No person supervising or operating a batch plant shall authorize any other person to operate the plant, unless such person is competent to operate such machinery.

(8) A contractor shall ensure that all precautionary measures as stipulated for confined spaces in the General Safety Regulations promulgated by Government Notice No.R.1031 dated 30 May 1986, as amended, are adhered to when entering any silo.

(9) A contractor shall ensure that a record is kept of any repairs or maintenance to a batch plant and that it is made available, on site, to an inspector, client, client’s agent or employee upon request.

(10) A contractor shall ensure that all lifting machines and lifting tackle used in the operation of a batch plant complies with the requirements of the Driven Machinery Regulations promulgated by Government Notice No.R.295 dated 26 February 1988, as amended;
(11) A contractor shall ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres, when entering a silo, as contemplated in the Electrical Installation Regulations promulgated by Government Notice No.R. 2920 dated 23 October 1992, as amended.

Explosive powered tools

19. (1) No contractor shall use or permit any person to use an explosive powered tool, unless

(a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and

(b) The firing mechanism is so designed that the explosive powered tool will not function unless—

(i) It is held against the surface with a force of at least twice its weight; and

(ii) The angle of inclination of the barrel to the work surface is not more then 15 degrees from a right angle:

Provided that the provisions of this sub regulation shall not apply to explosive powered tools in which the energy of the cartridge is transmitted to the bolts, nails or similar relevant objects by means of an intermediate piston which has a limited distance of travel.

(2) A contractor shall ensure that—

(a) Only cartridges suited for the explosive powered tool and the work to be performed are used;

(b) The explosive powered tool is cleaned and examined daily before use and as often as may be necessary for its safe operation by a competent person who has been appointed;

(c) That the safety devices are in proper working order prior to use;

(d) When not in use, the explosive powered tool and the cartridges are locked up in a safe place, which is inaccessible to unauthorized persons;

(e) The explosive powered tool is not stored in a loaded condition;

(f) A warning notice is displayed in a conspicuous manner wherever the explosive powered tool is used;

(g) The issuing and collection of cartridges and nails or studs is—

(i) Controlled and done in writing by a person having been appointed in writing; and

(ii) recorded in a register and that the recipient has accordingly signed for the receipt thereof as well as the returning of any spent and unspent cartridges;

(3) No contractor shall permit or require any person to use an explosive powered tool unless such person has been—
(a) Provided with and uses suitable protective equipment; and

(b) Trained in the operation, maintenance and use of such a tool.

Cranes

20. Notwithstanding the provisions of the Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988, as amended, a contractor shall ensure that where tower cranes are used—

(a) Account is taken of the effects of wind forces on the structure;

(b) Account is taken of the bearing capacity of the ground on which the tower crane is to stand;

(c) The bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;

(d) The tower cranes are erected at a safe distance from excavations;

(e) There is sufficient clear space available for erection, operation and dismantling;

(f) The tower crane operators are competent to carry out the work safely; and

(g) The tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness.

Construction vehicles and mobile plant

21.(1) A contractor shall ensure that all construction vehicles and mobile plants—

(a) Are of an acceptable design and construction;

(b) Are maintained in a good working order;

(c) Are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;

(d) Are operated by workers who-

(i) Have received appropriate training and been certified competent and been authorized to operate such machinery; and

(ii) Are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;

(e) Have safe and suitable means of access;

(f) are properly organized and controlled in any work situation by providing adequate signaling or other control arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;

Where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

are equipped with an electrically operated acoustic signaling device and a reversing alarm; and

Are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(2) A Contractor shall furthermore ensure that—

(a) No person rides or is required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

(b) Every construction site is organized in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;

(c) The traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

(d) Every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;

(e) all construction vehicles and mobile plant left unattended at night, adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant;

(f) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;

(g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;

(h) Tools and material are secured in order to prevent movement when transported in the same compartment with employees;

(i) Vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and

(j) When workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

Electrical installations and machinery on construction sites

22. Notwithstanding the provisions contained in the Electrical Installation Regulations promulgated by Government Notice No.R.2920 of 23 October 1992 and the Electrical Machinery Regulations promulgated
by Government Notice No. R.1593 of 12 August 1988, respectively, as amended, a contractor shall ensure that—

(a) Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;

(b) All parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;

(c) in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated;

(d) all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site; and

(e) The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.

Use and temporary storage of flammable liquids on construction sites

23. Not with standing the provisions for the use and storage of flammable liquids as determined in the General Safety Regulations promulgated by Government Notice No. R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

(a) where flammable liquids are being used, applied or stored at the workplace concerned, this is done in such a manner which would cause no fire or explosion hazard, and that the workplace is effectively ventilated: Provided that where the workplace cannot effectively be ventilated-

(i) Every employee involved is provided with a respirator, mask or breathing apparatus of a type approved by the chief inspector, and

(ii) steps are taken to ensure that every such employee, while using or applying flammable liquid, uses the apparatus supplied to him or her;

(b) no person smokes in any place in which flammable liquid is used or stored, and such contractor shall affix a suitable and conspicuous notice at all entrances to any such areas prohibiting such smoking;

(c) flammable liquids on a construction site is stored in a well ventilated reasonably fire resistant container, cage or room and kept locked with proper access control measures in place;

(d) An adequate amount of efficient fire-fighting equipment is installed in suitable locations around the flammable liquids store with the recognized symbolic signs;

(e) Only the quantity of flammable liquid needed for work on one day is to be taken out of the store for use;
(f) all containers holding flammable liquids are kept tightly closed when not in actual use and, after their contents have been used up, to be removed from the construction site and safely disposed of;

(g) Where flammable liquids are decanted, the metal containers are bonded or earthed; and

(h) No flammable material such as cotton waste, paper, cleaning rags or similar material is stored together with flammable liquids.

Water environments

24. (1) A contractor shall ensure that where construction work is done over or in close proximity to water, provision is made for—

(a) Preventing workers from falling into water; and

(b) The rescuing of workers in danger of drowning.

(2) A contractor shall ensure that where a worker is exposed to the risk of drowning by falling into the water, a lifejacket is provided to and worn by the worker.

Housekeeping on construction sites

25. Not with standing the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R 2281 dated 16 October 1987, as amended, a contractor shall ensure that—

(a) Suitable housekeeping is continuously implemented on each construction site, including provisions for the—

(i) Proper storage of materials and equipment; and

(ii) Removal of scrap, waste and debris at appropriate intervals;

(b) loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct means of access to and egress from workplaces and passageways;

(c) Waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out regulation 12(6); and

(d) Construction sites in built-up areas, adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons.

(e) A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.

Stacking and storage on construction sites
26. Notwithstanding the provisions for the stacking of articles contained in the General Safety Regulations promulgated by Government Notice No.R1031 dated 30 May 1986, as amended, a contractor shall ensure that—

(a) A competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;

(b) Adequate storage areas are provided;

(c) There are demarcated storage areas; and

(d) Storage areas are kept neat and under control.

Fire precautions on construction sites

27. Subject to the provisions of the Environmental Regulations for Workplaces promulgated by Government Notice No.R.2281 of 16 October 1987, as amended, every contractor shall ensure that—

(a) All appropriate measures are taken to avoid the risk of fire;

(b) Sufficient and suitable storage is provided for flammable liquids, solids and gases;

(c) Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;

(d) in confined spaces and other places in which flammable gases, vapours or dust can cause danger—

(i) Only suitably protected electrical installations and equipment, including portable lights, are used;

(ii) There are no flames or similar means of ignition;

(iii) There are conspicuous notices prohibiting smoking;

(iv) Oily rags, waste and other substances liable to ignite are without delay removed to a safe place; and

(v) Adequate ventilation is provided;

(e) Combustible materials do not accumulate on the construction site;

(f) Welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;

(g) suitable and sufficient fire-extinguishing equipment is placed at strategic locations or as may be recommended by the Fire Chief or local authority concerned, and that such equipment is maintained in a good working order;

(h) The fire equipment contemplated in paragraph (g) is inspected by a competent person, who has been appointed in writing, in the manner indicated by the manufacturer thereof;

(i) A sufficient number of workers are trained in the use of fire-extinguishing equipment;
(j) Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire;

(k) The means of escape is kept clear at all times;

(l) There is an effective evacuation plan providing for all—

(i) Persons to be evacuated speedily without panic;

(ii) Persons to be accounted for, and

(iii) Plant and processes to be shut down; and

m) a siren is installed and sounded in the event of a fire.

Construction welfare facilities

28. (1) Notwithstanding the construction site provisions contained in the Facilities Regulations promulgated by Government Notice No.R. 2362 of 5 October 1990, as amended, a contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

(a) At least one shower facility for every 15 workers;

(b) At least one sanitary facility for every 30 workers;

(c) Changing facilities for each sex; and

(d) Sheltered eating areas.

(2) A contractor shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

Approved inspection authorities

29. (1) The Chief Inspector may approve as an Inspection Authority any organisation that has been accredited in terms of the provision of the Act and these regulations.

(2) The Chief Inspector may at any time withdraw any approval of an approved inspection authority, subject to section 35 of the Act.

Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulations 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28, shall be guilty of an offence and liable upon conviction to a fine or to imprisonment for a maximum of 12 months and, in the case of a continuous offence, to an additional fine of R200 for each day on which the offence continues or additional
imprisonment of one day for each day on which the offence continues: Provided that the period of such additional imprisonment shall not exceed 90 days.

Repeal of regulations

31. The following regulations are herewith repealed:


(b) Regulations 19 and 20 of the, Driven Machinery Regulations promulgated by Government Notice No.R.295 of 26 February 1988; and

(c) Regulations 14 of the, General Administrative Regulations promulgated by Government Notice No.R.1449 of 6 September 1996.

Short title

32. These regulations shall be known as the Construction Regulations, 2003.

ADDENDUM A

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:
_______________________________________________________________

(b) Name and tel. no of principal contractor’s contact person:
_______________________________________________________________

2. Principal contractor’s compensation registration number: ___________________________

3. (a) Name and postal address of client:
_______________________________________________________________

(b) Name and tell no of client’s contact person or agent:
_______________________________________________________________
4. (a) Name and postal address of designer(s) for the project:

_____________________________________________________________________

(b) Name and tel. no of designer(s) contact person:

_____________________________________________________________________

5. Name and telephone number of principal contractor’s construction supervisor on site appointed in terms of regulation 6.(1).

_____________________________________________________________________

6. Name/s of principal contractor’s sub-ordinate supervisors on site appointed in terms of regulation 6. (2).

_____________________________________________________________________

7. Exact physical address of the construction site or site office:

_____________________________________________________________________

8. Nature of the construction work:

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

9. Expected commencement date: _______________________

10. Expected completion date: _________________________

11. Estimated maximum number of persons on the construction site.

_____________________

12. Planned number of contractors on the construction site accountable to principal contractor:

_____________________

13. Name(s) of contractors already chosen.

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

Addenda

Addendum A

NHLAZATSHE 6 SMALL CLINIC – FENCING

Occupational Health and Safety Specification
• THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

• ALL PRINCIPAL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.
ADDENDUM B

Occupational Health and Safety Specification

PROJECT NAME: CONSTRUCTION OF CONCRETE PALISADE FENCE AT THE NEW NHLAZATSHE 6 SMALL CLINIC IN GERT SIBANDE DISTRICT AS PART OF THE NATIONAL HEALTH INSURANCE

NATIONAL DEPARTMENT OF HEALTH
(Hereinafter referred to as the Employer)

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.
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ADDENDUMS:

A) Pro-Forma Agreement In Terms Of Occupational Health And Safety Act 1993
B) Notification of Construction Work

1. **SCOPE**

This specification details the health and safety requirement associated with the Works.

2. **INTERPRETATIONS**

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

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.

3. **GENERAL**

3.1 **Employer**

3.1.1 The Employer will appoint the Contractor in writing for the execution of the works.

3.1.2 The Employer will take reasonable steps to ensure that the Contractor’s health and safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
3.1.3 The Employer or his Agent will stop the Contractor from executing construction work should the Contractor at any stage in the execution of the works:

a) fail to implement or maintain his health and safety plan;
b) execute construction work which is not in accordance with his health and safety plan; or

c) act in any way which may pose a threat to the health and safety of persons.

3.2 Contractor

3.2.1 The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. ADDENDUM B of this Specification contains a “Notification of Construction Work” form. The Contractor shall submit the notification in writing prior to commencement of work.

3.2.2 The Contractor shall ensure that he is fully conversant with the requirements of this Specification. The specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Contractor in terms of this contract continue to be a legal requirement of the Contractor.

3.2.3 The Contractor shall provide and demonstrate to the Employer 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.

3.2.4 The 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.
3.2.5 The 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.

3.2.6 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

3.2.7 The Contractor shall ensure that a copy of his health and safety plan is available on request to the Employer, an Inspector, Employee or Sub-contractor.

3.2.8 The 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 Employer or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Employer.

3.2.9 The 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 Contractor.

4. GENERAL REQUIREMENTS

4.1 Contractor's Construction Safety Officer

Before commencing work, the Contractor shall designate a competent construction safety officer (CSO) who shall be acceptable to the representative / agent to represent and act for the Contractor. The Contractor shall inform the representative / agent in writing of the name and address of the Contractor's CSO and of any subsequent changes in the name and address of the officer, together with the scope and limitations of the CSO's authority to act for the Contractor. The Contractor’s CSO shall make available to the Employer a telephone number at which the CSO can be contacted at any time in the event of an emergency involving any of the Contractor’s employees, or other persons at the Works.
4.2 **Log Books**

The Contractor shall keep the following log books and shall make them available to the Representative/Agent on request:

4.2.1 A record of the names and addresses of its employees who are registered as trained fire-fighting personnel and who are available on site for fire-fighting duties.

4.2.2 A record of the weekly inspection of first aid boxes.

4.2.3 A record of the weekly inspections of ladders.

4.2.4 A record of the weekly inspections of fire-fighting equipment.

4.2.5 A record of the monthly inspections of welding machines.

4.2.6 A record of the monthly inspections of oxy-acetylene equipment.

4.2.7 A record of the weekly inspections of scaffolding structures.

4.2.8 A record of the monthly inspections of builder’s hoists.

4.2.9 A record of the monthly inspections of mobile and tower cranes.

4.2.10 A record of the monthly inspections of lifting gear.

4.2.11 A record of the inspections of electrical equipment.

4.2.13 A record of the weekly inspections of plant for gauging and mixing of materials for concrete.

4.3 **First Aid**

4.3.1 **Safety Notice Board**

The Contractor shall provide a safety notice board where safety notices, site regulations concerning safe working practices and information on the nearest first aid station, ambulance, doctor and telephone numbers of the CSO and other relevant persons can be conspicuously displayed to its entire staff. The size of the notice board shall be at least 600mm x 800mm.

4.3.2 **First Aid Equipment**

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.
4.3.3 Reporting of incidents and / or injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor’s Safety Officer or Site Representative to the Representative / agent by the quickest means possible.

A mandatory incident report form, containing full details of the incident, shall be completed and submitted to the representative/agent within twenty four (24) hours of the occurrence of the incident.

The representative/agent shall have the right to make all or any enquiries as to the cause and result of any such incident. The Contractor shall provide the representative / agent with full facilities for carrying out such enquiries.

4.4 Risk Assessment and Safety Policy

Before commencing work the Contractor shall cause a risk assessment to be performed by a competent person appointed in writing and this shall form part of the health and safety plan. A copy of the risk assessment shall be available on site at all times for inspection.

The Contractor shall at all times carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions which contribute to the risk of injury to persons or damage to property. The Contractor shall continually inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor’s designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from...
hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

4.5 **Danger Areas**

All danger areas shall be demarcated by the Contractor with appropriate tape and hazard notices to prevent unauthorized persons entering the danger area.

4.6 **Hazard Notices**

The Contractor shall display hazard notices in all areas identified in the risk assessment as potentially hazardous.

4.7 **Personal Protective Clothing**

The Contractor shall provide the necessary personal protective clothing for his employees in hazardous areas, appropriate to the nature of the hazard identified in the risk assessment.

4.7.1 **Hard Hats**

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The representative/agent shall have the right to ban certain colours if they are similar to the employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

4.7.2 **Eye Protection**

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxyacetylene equipment of similar activities are taking place.

4.7.3 **Hearing Protection**

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

4.7.4 **Foot Wear**

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard
notices are displayed.

4.7.5 **Gloves**
All employees of the Contractor’s shall wear suitable protective gloves in areas where appropriate hazard notices are displayed or when handling hot or hazardous materials or chemicals.

4.7.6 **Clothing**
All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

4.8 **Road Traffic Ordinance / Transportation Act**

4.8.1 The Contractor shall ensure that drivers of motor vehicles are in possession of a driver’s license, valid for the class of vehicle which they are required to drive, and shall produce the license on request.

4.8.2 The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol or drugs.

4.8.3 All vehicles of the Contractor shall display a name board bearing the Contractor’s name. Hired vehicles shall bear an identifying sticker.

4.9 **Overhead Power lines**

Regulations of the Electricity Supply Authority in connection with prohibition of operations in the vicinity of overhead power lines shall be observed by the Contractor at all times.

4.10 **Machine Guarding**

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

4.11 **Concrete Mixing Equipment**

No Contractor shall use or cause to be used any plant for the storage, gauging and mixing of
materials for concrete unless:

a) The aggregates of different nominal size are separately stored in such a way that segregation, intermixing of different materials and contamination by foreign matter is prevented.

b) The storage area shall be protected from unauthorized entry by an adequate barrier. A safe and tidy approach shall be maintained to the aggregate storage area.

c) The Contractor shall appoint operators skilled in the operation of the plant.

d) On a weekly basis, the plant shall be inspected by a competent person. The inspections shall include a check of the calibration of all the measuring devices and shall be recorded in a logbook, which shall be made available to the Representative/Agent on request.

4.12 Ladders

4.12.1 Every ladder shall be:

  a) Of good construction, sound material and adequate strength and suitable to the purpose for which it is used (e.g. electricians shall use suitable insulated ladders)
  
b) Fitted with non-skid devices at the bottom of the stiles or with hooks or similar devices at the tops of the stiles.

4.12.2 Except for extension ladders, no ladder shall be used which is longer than 4,5m and no ladder shall have its reach extended by tying together two or more ladders.

4.12.3 All ladders shall be inspected weekly and a log shall be kept of the inspections.

4.13 Scaffold Framework

4.13.1 Scaffold standards shall be firmly supported and secured against displacement and shall be kept vertical.

4.13.2 No Contractor shall use, or cause to be used, any scaffold unless it is inspected by a competent person at least once a week and after inclement weather.

5. SPECIAL REQUIREMENTS

5.1 Excavation/Shoring

5.1.1 The Contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
5.1.2 The face of an excavation shall not be undercut.

5.1.3 All excavations, irrespective of depth, shall be adequately screened off with barrier tape or some other suitable means of warning persons of a hazardous area. Where the depth of the excavation exceeds 2 m, a wooden or steel barrier shall also be erected around the excavation, particularly at the end of the working shift and at the start of weekends and holidays to prevent persons from falling into the excavations.

5.1.4 No construction materials shall be allowed to fall into an excavation. A safe and tidy approach shall be maintained around all excavations.

5.1.5 Adequate shoring, according to the recommendations of SABS 1200, Section D, 1988, shall be provided in the excavation by the Contractor when necessary. The shoring shall be approved by the Representative/Agent before excavation work continues.

5.2 **Formwork and Support Work**

The Contractor shall ensure that:

a) All formwork and support work operations are carried out under the supervision of a competent person who has been appointed by the Contractor in writing for that purpose.

b) All formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be capable of supporting all anticipated vertical and lateral loads that may be applied to them and also that no loads are imposed onto the structure that the structure is not designed to withstand;

c) The foundation conditions are and remain suitable to withstand the load caused by the formwork and support work structure and any imposed loads such that the formwork and support work structure are stable;

d) All formwork and support work structures are inspected by a competent person, who has been appointed by the Contractor in writing for that purpose, immediately before, during and after, the placement of concrete of any other imposed load and thereafter on a daily basis until the formwork and support work structure has been removed and the results have been recorded in a register and made available on the site of the Works; and

e) Upon casting concrete, the support work or formwork structure should be left in place until the concrete has acquired sufficient strength to support safely, not only its own load, but also any imposed loads, and not removed until authorization has been given by the competent person contemplated in sub-paragraph (a).
5.3 **Prevention of Uncontrolled Collapse**

The Contractor shall ensure that -:

a) All reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying of construction work; and

b) No structure or part of a structure is loaded in a manner that would render it unsafe.

5.4 **Safe Working Loads**

The Contractor shall ensure that:-

a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times,

b) the safe working loads are not exceeded under any circumstances,

c) All lifting gear is marked with a unique identity number and recorded in a register.

5.5 **Electrical Equipment and Procedures Used by the Contractor**

5.5.1 All electrical equipment shall be regularly inspected by a qualified electrician, who shall be appointed by the Contractor, and the inspections shall be logged. The frequency of inspections shall be determined by the Representative/agent. A record of the inspections shall be kept and shall be made available to the Representative/agent on request.

5.5.2 The Contractor shall ensure that all his electrical equipment conforms to operational and safety requirements.

5.5.3 All earth leakage units shall be tested at intervals of not more than one month and signed for by a qualified electrician.

5.6 **Commissioning Safety Precautions**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant/machinery disengaged until the work or repairs have been completed.
5.7 **Toxic Materials**

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

5.8 **Hazardous Chemicals and Materials**

a) The Contractor shall provide suitable adequate protective equipment when working in an area where hazardous chemicals and materials are being used.

b) The Contractor shall ensure that its employees have familiarized themselves with the hazardous material data sheets applicable to the specific site as well as the location of the firefighting equipment, safety showers/ baths and other washing facilities, prior to the commencement of work.

5.9 **Indemnity of Employer and his Agents**

a) The ADDENDUM to this Contract Document contain a “Mandatory Form of Authority and Agreement in terms of Section 37 (2) of the Occupational Health and Safety Act, No,85 of 1993 which agreement shall be entire into and duly signed by both the Employer and Contractor prior to commencement with work. A copy of the signed agreement shall be included in the Contractor’s health and safety plan.

b) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the representative /agent including lack of disapproval shall not relieve the Contractor from any responsibility he has under the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliance.

**ADDENDUM “A”**

**PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT 1993**

**PRO-FORMA AGREEMENT IN TERMS OF**
NEW CONSTRUCTION SAFETY REGULATIONS

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer’s Health and Safety Specifications included in the contract documents.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer’s Health and Safety Specifications included in the contract documents will be complied with in all respects.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

(d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

(f) Forward “safety meeting” minutes to the representative/Agent.

For the Employer: __________________________ Date: __________________________

Witnesses: 1) : __________________________ 2) __________________________

For the Contractor: __________________________ Date: __________________________

Witnesses: 1) : __________________________ 2) __________________________
NOTIFICATION OF CONSTRUCTION WORK
(Regulation 3 of the Construction Regulations, 2003)

1. CONTRACTOR

1.1 Name and postal address of Contractor :
_______________________________________________________________________
_______________________________________________________________________

1.2 Name and telephone number of Contractor’s contact person :
_______________________________________________________________________

1.3 Contractor’s compensation registration number :
_______________________________________________________________________

1.4 Name and telephone number of Contractor’s Construction Supervisor :
_______________________________________________________________________

1.5 Physical address of the construction site or site office:
_______________________________________________________________________
_______________________________________________________________________

1.5 Estimated number of persons on the construction site :
_______________________________________________________________________

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :
_______________________________________________________________________
2. **EMPLOYER**

   2.1 Name and postal address of Employer:

   ______________________________________________________________________
   ______________________________________________________________________
   ___________________________________________________

   2.2 Name and telephone number of Employer’s Principal Agent:

   ______________________________________________________________________

3. **DESIGN CONSULTANTS**

   3.1 Name and postal address of design consultants:

   3.1.1 Construction project managers:

   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________

   3.1.2 Architects:

   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________

   3.1.3 Structural engineer:

   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________

   3.1.4 Electrical engineer:

   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________

   3.1.5 Mechanical engineer:
3.1.6 Civil engineer:

3.1.7 Security engineer:

3.1.8 Other (if any):

3.2 Name and telephone number of design consultant’s contact person:

3.2.1 Construction project managers:

3.2.2 Architects:

3.2.3 Structural engineer:

3.2.4 Electrical engineer:

3.2.5 Mechanical engineer:

3.2.6 Civil engineer:

3.2.7 Security engineer:

3.2.8 Other (if any):
4. THE WORKS

4.1 Nature of the works:
___________________________________________________________
___________________________________________________________

4.2 Commencement date:
___________________________________________________________

4.3 Completion date:
___________________________________________________________

Contractor: _____________________________ Date: _____________________

Employer: ______________________________ Date: _____________________

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.
ADDENDUM C

Environmental Management Plan

ENVIRONMENTAL MANAGEMENT PLAN – NOT APPLICABLE
ADDENDUM D

Pro-forma Contract between Contractors and Workers

SPECIAL PUBLIC WORKS PROGRAMMES

CONTRACT OF EMPLOYMENT BETWEEN

CONTRACTOR
Name: 
Address: 
ID: 

AND

WORKER
Name: 
Details 
ID: 

I am pleased to confirm that you have been appointed to work on a task based employment contract within a Special Public Works Programme (SPWP) project. Within this contract you will undertake numerous groups of tasks.

This contract must be read in conjunction with the standard terms and conditions of employment on SPWP attached.

The project where will be employed is located at .....................

The contract will start on ..............................................

You must be aware that this contract is a limited term contract and not a permanent job. The contract may be terminated for one of the following reasons:

a) If the contractor does not get additional contracts from the SPWP.
b) Funding for the programme in your area comes to an end.
c) You repeatedly do not perform in terms of the tasks set out in your work programme.

6 You will be employed as a ......................... within the team.

7 While you are working you will report to ................................

8 Payment 

a) You will be paid a fixed amount of R............... for completing a fixed amount of work.
b) The amount of work required for the agreed rate of pay will vary from task to task. You will be informed at the beginning of each task or group of tasks how much work you are expected to complete per day.

c) You will only be paid for work completed.

d) You will be paid the amount for the number of days quoted in the contract even if you finish the work before the time or after the estimated date of completion.

e) A contractor must pay you the production bonus (the extra days if the work is finished early) if you have completed your share of tasks.

f) The contractor will be paid within 30 days after the work is completed. You will be paid within 5 days of the contractor being paid.

9 In addition to the conditions above all the terms and conditions of employment on SPWP apply to your employment. If you breach any of these terms you contract may be terminated.

10 Signatures:

Signed on this day .................... of .................... 20....

Contractor: Date: 

Worker: Date: .................

Witness: Date:
ADDENDUM E

Pro-forma Attendance Register
# Expanded Public Works Programme - Poverty Relief Project

## Contractor's Person-Days, Training and Attendance Register

<table>
<thead>
<tr>
<th>PARK</th>
<th>MONTH</th>
<th>PROJECT</th>
<th>CONTRACTOR</th>
</tr>
</thead>
</table>

## Attendance Register

| NAME | ID NUMBER | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 |  |
|------|----------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|---|
|      |          |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |   |

## Code

- **W** = Working (Paid)
- **SC** = Supervisor / Contractor
- **X** = Absent / Sent Home (Unpaid)
- **SW** = Skilled Worker
- **SS** = Semi Skilled
- **CL** = Clerical
- **UL** = Unskilled Labourer

## Totals

<table>
<thead>
<tr>
<th>PERSON-DAYS</th>
<th>TRAINING DAYS</th>
<th>TOTAL DAYS</th>
<th>CATEGORY</th>
<th>MALE</th>
<th>FEMALE</th>
<th>YOUTH</th>
<th>DISABLED</th>
<th>LOCAL COMM</th>
<th>WAGES PER DAY</th>
<th>PAYMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

## Contractor

**SIGNATURE**

**DATE**

---

**Addenda**

**NHLAZATSHE 6 SMALL CLINIC – FENCING**

**Addendum E**

**Pro-forma Attendance Register**
Contract Person Days Calculation Format

**CONTRACT MAN / DAYS CALCULATION FORMAT**

This calculation must be in accordance with the attached Special Public Works Programme (SPWP) (ADDENDUM G).

The labour value of the contract must be equal to a minimum of 30% of your contract tendered sum.

You will be allowed to use the following values in order to calculate the minimum Man / day requirements:
(In Lieu of the R35-00 minimum labour rate per day as specified)

- 80% General Labour at R80-00 per day
- 10% Skilled Labour at R180-00 per day
- 10% Supervisory Labour at R250-00 per day

**The Man / days will be calculated as follows:**

30% of the Contract sum = Minimum Labour Value.

a) **General Labour**
   
   80% of Labour value divided by R80-00 per day = Labour Man / days.

b) **Skilled Labour**
   
   10% of Labour value divided by R180-00 per day = Skilled Man / days.

c) **Supervisory Labour**
   
   10% of Labour value divided by R250-00 per day = Supervisory Man / days.

d) **Total Man / days**
   
   Total Man / days for the duration of the contract = a + b + c

**Example**

*Say your tender sum equal R1, 000,000-00*
R1,000,000-00 x 30% = R300,000-00 (Minimum Labour Value)

a) Labour R300,000-00 x 80% / R80-00 = 4800 Labour Man / days
b) Skilled R300,000-00 x 10% / R180-00 = 375 Skilled Man / days
c) Supervisory R300,000-00 x 10% / R250 = 250 Supervisory Man / days.
Total Man / days 5425 Man / days
## Addendum G

**CONTRACTOR’S MONTHLY REPORT**

### Part 1

<table>
<thead>
<tr>
<th>Project number:</th>
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<tbody>
<tr>
<td>Project name:</td>
<td></td>
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<tr>
<td>Project description:</td>
<td></td>
</tr>
<tr>
<td>Contract number:</td>
<td></td>
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<tr>
<td>Name of Contractor:</td>
<td></td>
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<tr>
<td>Payment certificate number:</td>
<td></td>
</tr>
<tr>
<td>For month ending:</td>
<td></td>
</tr>
<tr>
<td>Date of report:</td>
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</tbody>
</table>

The Contractor’s monthly report comprises an integral part of the Contractor’s payment certificate and must be submitted together with the payment claim. The payment certificate will not be processed without this signed report, i.e. “NO REPORT – NO PAYMENT”

Attachments:

Part 2: Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project

Part 3: Weekly Task Wage Register

Part 4: Local Labour Schedule
## Part 2

**OVERALL PROJECT WORKER SCHEDULE (local labourers only)**

Names of all Local Workers employed at any time on the project are to be entered in the table below irrespective of how long they worked on the project.

<table>
<thead>
<tr>
<th>No.</th>
<th>Name of local worker</th>
<th>Identity number</th>
<th>Month worker started</th>
<th>Age of worker</th>
<th>Age (tick applicable column)</th>
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<tr>
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<td></td>
<td></td>
<td></td>
<td>Woman</td>
</tr>
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<td></td>
<td>Over 35 years &amp; under 2B</td>
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<td>2A</td>
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<td></td>
<td></td>
<td>&amp; under 2D</td>
</tr>
</tbody>
</table>

|     |                      |                 |                      |               | 2A    | 2B  |
|     |                      |                 |                      |               | Over 35 years & under 2D | & under 2D |

|     |                      |                 |                      |               | 2C    | 2D  |
|     |                      |                 |                      |               | & under 2D | & under 2D |

|     |                      |                 |                      |               | 2D    | 2D  |
|     |                      |                 |                      |               | 2D    | 2D  |

Totals for this sheet

Totals brought forward from previous sheet

Totals carried forward to next sheet

Total number of workers employed = 

Completed by:

.......................................................... ..........................................................
Signed                        initials and surname

.......................................................... ..........................................................
Capacity                     date

- 207 -
**WEEKLY TASK WAGE REGISTERS (local labourers only)**

<table>
<thead>
<tr>
<th>Entries in this portion to be completed by Foreman</th>
<th>Entries in this portion to be Completed by Contractor</th>
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</thead>
<tbody>
<tr>
<td>No.</td>
<td>Day Tasks Worked</td>
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### Part 4

**LOCAL LABOUR AND SUPPLIER SCHEDULE**

1. **Summary of day tasks worked and amount spent on local labour this month**

<table>
<thead>
<tr>
<th>Week No.</th>
<th>Week Ending</th>
<th>Total Day Tasks / Person Days Worked</th>
<th>Total Amount Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Total of 3(A) from Part 3 for each week</td>
<td>Total of 3(B) from Part 3 for each week</td>
</tr>
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<td><strong>Total this month</strong></td>
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</tbody>
</table>

2. **Summary of amount spent on local labour to date**

1. Previous amount spent on local labour (from previous claim) [R]

2. Amount spent on local labour this month (from total above) [R]

3. Total amount spent on local labour to date (3.)=(1.+2.) [R]

3. **Local labour schedule**

   **Summary of Local Labour Employed**

   Refer to Part 2

<table>
<thead>
<tr>
<th>Number of local workers who worked on the project to date</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total number of <em>individual local workers</em> who have worked on the project</td>
<td>100%</td>
</tr>
<tr>
<td>2. Number of <em>local youth</em> (35 yrs and under) (columns B plus D)</td>
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<tr>
<td>3. Number of <em>local women</em> (columns A plus B)</td>
<td></td>
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</tbody>
</table>

4. **Summary of amount spent on local suppliers to date**

   1. Previous amount spent on local suppliers (from previous claim) [R]

   2. Amount spent on local suppliers this month (from total above) [R]

   3. Total amount spent on local suppliers to date (3.)=(1.+2.) [R]
Completed by:

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

Signed  
initials and surname

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

Capacity  
date
ADDENDUM H

Guidelines for the implementation of labour-intensive infrastructure projects under the Expanded Public Works Programme
ADDENDUM I

Drawings