

Height

150mm

**PRE-CAST CONCRETE PAVING BLOCKS:** — shall be of the type, class and thickness specified, of approved colour and shall comply with SANS Specification 1058. Paving blocks which fail to meet these requirements must immediately be removed from the site and replaced at the Contractor's expense to the satisfaction of the Department.

Paving blocks shall be one of the following types as specified: —

Type S-A: — allows geometrical interlock between all vertical faces of adjacent blocks,

Type S-B: — allows geometrical interlock between some vertical faces of adjacent blocks.

Type S-C: — allows no geometrical interlock between vertical faces at adjacent blocks.

Paving blocks shall be one of the following classes as specified: —

Class 25: — average compression strength of at least 25 MPa.

Class 35: — average compression strength of at least 35 MPa.

Paving blocks are to be laid to approved patterns as specified and in accordance with the relevant clauses (excluding Clause 8) of SANS Specification 1200 MJ on and including a sand bed of the compacted thickness specified. After laying, the paving blocks are to be compacted by means of a vibrating plate compactor with the joints filled in, after compaction, by sweeping in jointing sand.

Sand for bedding shall conform to the following grading: —

| Sieve size (mm) | Percentage Passing |
|-----------------|--------------------|
| 9, 52           | 100                |
| 4, 75           | 95-100             |
| 2, 36           | 80-100             |
| 1, 18           | 50-85              |
| 0, 60           | 25-60              |
| 0, 30           | 10-30              |
| 0, 15           | 5-15               |
| 0,075           | 0-10               |

Sand for jointing shall pass a 1.18mm sieve and shall contain 10-50% of material that passes a 0,075mm sieve.

Spaces constituting less than 25% of a full block unit and of 25mm minimum dimension at perimeter edges of pavings against kerbs, buildings, inspection chambers, etc. are to be filled with Class B concrete trowelled to a smooth even surface to match paving blocks.

Rates for paving block pavings are to include for all straight cutting and waste, all half blocks at straight edges, filling with concrete as described, fitting, protecting from injury and cleaning down at completion.

## KERBS

### Generally

The kerbs are to be laid before the base course is commenced to the lines and positions as shown on the drawings. The Contractor is to allow sufficient time for the mortar bedding and joints to set and is to take all necessary precautions to maintain the line of the kerbs especially while rolling the base course and surfacing, as no claims in this connection will be considered.

Rates for kerbs are to include for necessary excavation, well consolidated bottom under kerbs and for filling and ramming to secure the kerbs in position.

### Pre-cast Concrete Kerbs

Pre-cast concrete mountable kerbs as SANS Fig8 are to be of concrete Class 20 (20 MPa) and of the sizes described in the items, cast generally in 1m lengths, and finished smooth off the mould on top edge and both sides, with angles rounded, and rates are to include for all necessary formwork and moulds. The kerbs are to be bedded on and including a mat of

1:3 cement mortar, and the abutting ends of the kerbs are to be fully jointed in a similar mortar and pointed with a keyed-in joint on top edge and exposed sides.

#### **Brick on edge kerbs**

Brick on edge kerbs are to be of extra hard burnt bricks of the colour specified. The kerbs are to project 10mm above the finished tarmac level and are to be bedded on a mat of 1:4 cement mortar, and the abutting ends of bricks are to be fully jointed in a similar mortar and pointed with a keyed-in joint on top and exposed sides.

### **19. FENCING AND GATES**

**GENERALLY:** — The Department shall be responsible for the initial location and exposure of all necessary boundary beacons and their indication to the Contractor at the site handover. The Contractor shall be responsible for subsequently ensuring that these beacons remain undisturbed and that the fencing is correctly aligned between boundary beacons. Should, during setting out of the further boundary beacons be uncovered or located and reasonable doubt arise regarding the correct alignment of fencing, then the Contractor shall be responsible for immediately notifying the Department, in writing, of such doubt, in order that the setting out may be checked and rectified, if necessary.

All bushes, trees, old fencing, rocks, debris, long grass and other obstructions shall be removed from the fencing line to produce a clear even strip 500mm wide on either side.

Trees, rocks or other items of horticultural or archaeological interest that are not to be removed will be indicated by the Department.

**Straining Posts:** - shall be erected at ends, corners and intermediately at not exceeding 30m centres with standards or intermediate posts erected between posts at not exceeding 3m centres.

Where fences are erected directly over boundaries, corner beacons shall be preserved by splaying the corner by planting two straining posts, each with one stay, 1 m from the beacon peg.

Security fences (i.e. fences with projecting overhangs if specified) shall be sited 350 mm back from the boundary line so that the end of the overhang is exactly on the boundary line.

#### **SECURITY FENCING:**

2.3m High security fencing shall consist of: -

- 1) Straining and Intermediate Posts (2.9mtr long).
- 2) Stays (2.6mtr long).
- 3) Welded mesh fencing (1.8mtr high).
- 4) Razor wire.
- 5) Concrete ground beam.
- 6) Tubular steel gate posts (when specified).

Straining and corner posts shall be 150mm  $\varnothing$  x 3mm wall thickness steel tubing, in lengths as specified, with upper end capped and 3mm thick x 300mm x 300mm footplate welded to base. The whole shall be **hot dipped galvanized**. 80mm diameter stays x 3mm wall thickness shall be secured to posts with galvanized bolts. Straining posts to be positioned at maximum 30mtr c/c. Bottom of posts bedded in concrete to be painted with bitumen paint prior to erection. Where holes have to be drilled on site, drilling shall be cold galvanized before corrosion sets in.

Intermediate posts shall be 2.9mtr long x 100mm x 100mm square pre-stressed, precast concrete posts with top end splayed, spaced at maximum 3mtr apart. Stays for posts shall be prestressed reinforced concrete members of 75mm x 75mm x 2.6mtr long, splayed at the top end, with a 10mm  $\varnothing$  x 50mm long galvanized steel pin attached to fit into a drilled hole in the upright and bonded to posts with approved epoxy.

Fence shall comprise of galvanized rectangular welded mesh fencing 1,80mtr high x 3.15mm  $\varnothing$  x 25mm x 50mm rectangles fixed to 8 gauge or 3.15mm diameter – as

specified - hardened galvanized steel straining wires x 5, spaced vertically at 450mm  $\phi$ . Welded mesh shall be secured to straining wires with 2mm  $\phi$  galvanized tying wire spaced at a maximum of 250mm between ties. Fencing overlap to be a minimum of 150mm.

Straining wires shall be fixed to posts with doubled strands of 2mm  $\phi$  galvanized tying wire, pulled tight around posts and wound tightly around the straining wires.

Coils of 500mm  $\phi$  galvanized flat wrap razor wire shall be fixed vertically above the welded mesh to a height of 450mm above the top of the welded mesh. Razor wire shall be supported on and fixed to three strands of galvanized double strand barbed wire. Barbed wire shall be fixed to the posts in the same manner as the straining wires.

Razor wire shall be fixed to the barbed wire at every intersection and laced to the concrete posts with galvanized tying wire.

A 250mm wide x 150mm minimum depth concrete ground beam of 15mpa strength shall be excavated for and cast along the entire length of the fence. Shuttering for the ground beam sides shall be provided as required. Finished level of the ground beam shall be 50mm above final ground level at the highest point, finished in a straight line both vertically and horizontally. 75mm of the welded mesh fencing and the bottom straining wire shall be embedded in this ground beam to secure the lower fence line. The top of the concrete beam shall be shaped to allow water to run off the top of the beam to prevent water collecting and standing on top of the beam.

At any change in direction of the fence line, two 150mm  $\phi$  x 3mm wall thickness straining posts shall be erected with bottom ends embedded in a common concrete base with each post stayed separately.

Concrete bases for posts shall be Class B (1:3:5-19mm stone) size 400 x 400 x 500mm deep, unless otherwise specified, with tops of bases 100mm below ground level.

When required, gateposts shall be supplied in steel tubing complying with CKS 82, 150mm  $\phi$  x 5mm wall thickness, in lengths as specified, with upper end capped with 1.6mm thick pressed mild steel domed cap welded on and 3mm thick x 300mm x 300mm footplate welded to base. Gateposts are to be drilled and fitted with mild steel ferrules welded into position to receive 20 mm  $\phi$  mild steel hinges. Threaded 12 mm  $\phi$  studs or approved stay collars are to be fixed on to the posts to locate and secure the top ends of stays. The whole shall be hot dipped galvanized. Where holes for the threading and fixing of straining wires are required, holes shall be drilled on site and cold galvanized on completion. Stays shall have the top end flattened, bent as required, holed 12 mm  $\phi$  for bolting to post and the whole hot dip galvanized.

Mild steel tubing for gate components shall comply with SANS Specification 657 Part 1. The diameters specified are the nominal external diameter of the tubing.

**Straining wire:** - shall be as specified, or either Type 1 galvanized wire of 3,15 mm diameter or Type 2 PVC coated galvanized wire with 3, 15 mm diameter core wire PVC coated to an overall diameter of 3,95 mm. Stainless steel straining wire when specified shall be 2,50 mm diameter A.I.S.I. Type 304 stainless steel, strained between posts and tied to same at terminal ends by turning each wire twice around the post and tying off by twisting it a minimum of three turns around the strained wire.

**Binding or Tying wire:** - shall be as specified, either Type 1 galvanized wire of 2 mm diameter or Type 2 PVC coated galvanized wire with 2 mm diameter core wire PVC coated to an overall diameter of 2, 80 mm.

**Galvanized barbed fencing wire:** - shall consist of two strands of 1, 60 mm diameter high tensile steel wire twisted together with barbs at 125 mm centres and each row of barbed wire shall be strained between posts and tied to same at ends by turning each wire around the post and tying off by twisting it a minimum of three turns around the strained wire.

**Galvanising:** - shall comply with SANS Specification 763 and all items of posts, stays, gate

framing, etc., described as galvanised shall be hot dipped galvanised after fabrication with Class A galvanising with all internal and external surfaces fully coated.

**GATES:** — Generally single gates and double gates shall be of the sizes stated and formed with mild steel tubular framing all round, covered with chain link wire mesh of the type specified laced to framing. Tubular framing to gates shall be mitred and welded at corners and, at all other intersections, the tubular framing shall be scribed and welded together with all welds ground smooth.

**Preferred gate hinges are Bullet Type or through pin type hinges.**

Where gates are to be hung on precast concrete posts, hinges shall be fixed to and including mild steel clamps, each formed of two 50 x 5 mm mild steel plates 200 mm long, twice holed for and bolted on opposite sides of post with two 10 mm  $\varnothing$  x 140 mm galvanized mild steel hex-head bolts and with each plate holed to receive 20 mm  $\varnothing$  gate hinge.

Each single gate and one leaf of each double gate shall be fitted with gate latch formed of 25 x 6 mm mild steel bracket, 550 mm girth, twice bent to U-shape with centre section 150 mm high and with ends scribed and welded to tubular stile of gate. A locking bar formed of 25 x 6 mm mild steel plate, 100 mm long, twice holed 13 mm diameter for shackle of padlock and for pad bolt, shall be welded to inside of bracket. The sliding pad bolt shall be formed of 12 mm  $\varnothing$  mild steel rod, 220 mm long, with 25 x 6 mm mild steel flat bar 60 mm long welded on at one end and holed 13 mm diameter for shackle of padlock. The stile of the gate and the locking post or locking stile of the double gate shall be holed for and fitted with mild steel ferrule welded in to receive pad bolt. In addition, fittings to each leaf of double gate shall comprise 50 x 6 mm mild steel locking bar, 80 mm long, holed 20 mm  $\varnothing$  for shackle of padlock and welded to locking stile of gate and drop bolt formed of 16 mm diameter mild steel rod, 575 mm girth, once bent to L-shape, fitted through and including 20 mm internal diameter mild steel sleeve welded to gate at bottom corner, with 12 mm diameter mild steel peg stay 25 mm long welded on to gate frame.

A concrete gate stop block size 230 x 230 x 230 mm deep with two 20 mm internal diameter mild steel sockets, each 75 mm long, cast into top shall be embedded in the road surface between each pair of double gates in the closed position. A similar gate stop block but with one socket shall be embedded in the road surface to each leaf of double gate in the open position.

Each single or double gate shall be fitted with an approved 51 mm brass padlock with hardened steel shackle and two keys.

#### **Gates for 1, 20 m high fencing**

Single gates shall be size 1,00 x 1,20 m high, each hung on hinges as stated above and formed of 32 mm diameter x 2 mm wall thickness mild steel tubular framing all round. Each gate shall be fitted with locking pad bolt with brass padlock.

Double gates shall be in two equal leaves with each leaf size 2.25 x 1, 20 m high, hung on hinges as stated above, formed of 38 mm diameter x 2 mm wall thickness mild steel tubular framing all round with two 38 mm diameter x 2 mm wall thickness mild steel tubular braces welded on between bottom corners and centre of top rail of each leaf. Each pair of double gates shall be fitted with locking pad-bolt, locking bars with brass padlock, drop bolts and concrete gate stop blocks as specified above.

#### **Gates for 1, 50 m high fencing**

Single gates shall be size 1, 00 x 1, 50 m high as described for gates for 1, 20 m high fencing but with each stile of gate extended 330 mm above top rail and braced between top rail and top of extension arm with 32 mm diameter x 2 mm wall thickness mild steel diagonal brace welded on and hung on hinges as stated above. Two rows of galvanised barbed wire, spaced 150 mm apart, shall be strained and tied to the extension arms.

Double gates shall be in two equal leaves with each leaf size 2, 25 x 1.50 m high with each hung on hinges as stated above, all as described for double gates for 1, 20 m high fencing but with each stile of each leaf extended 3 mm above top rail and braced between top rail and top of extension arm with 38 mm diameter x 2 mm wall thickness mild steel diagonal brace welded on. A vertical extension arm 330 mm high - formed of 38 mm diameter x 2 mm wall thickness mild steel tube - shall be welded on above centre of top rail. Two rows of galvanised barbed wire, spaced 150 mm apart, shall be strained and tied to extension arms.

**Gates for 3, 00 m high fencing**

Single gates shall be size 1,00 x 1,50 m high, hung on hinges as stated above and formed of 38 mm diameter x 2 mm wall thickness mild steel tubular framing all round with 38 mm diameter x 2 mm wall thickness mild steel horizontal centre rail. Each gate shall be fitted with locking pad bolt with brass padlock.

Chain link wire mesh fencing shall be carried over and above the top of the gate as previously described for fencing.

Double gates shall be in two equal leaves with each leaf size 2, 25 x 3, 00 m high, each hung each hung on hinges as stated above, and formed of 51 mm diameter x 2 mm wall thickness mild steel tubular framing all round with two 51 mm diameter x 2 mm wall thickness mild steel tubular braces welded on between bottom corners and centre of top rail of each leaf. Each pair of double gates shall be fitted with locking pad bolt, locking bars with brass padlock, drop bolts and gate stop blocks.

**Gates for 1, 8 m high security fencing:**

Single gates shall be size 1,00 x 1,80 m high, hung on hinges as stated above and formed of 38 mm diameter x 2 mm wall thickness mild steel tubular framing all round with 38 mm diameter x 2 mm wall thickness mild steel horizontal centre rail. Each gate shall be fitted with locking pad bolt with brass padlock.

Single gates shall be hung on mild steel tubular gate posts with cranked overhang when specified and the galvanised barbed wire overhang shall be carried over above the gate as previously described.

Double gates shall be in two equal leaves with each leaf size 2, 25 x 1, 80 m high, each hung on hinges as stated above and formed of 51 mm diameter x 2 mm wall thickness mild steel tubular framing all round with two 51 mm diameter x 2 mm wall thickness mild steel tubular braces welded on between bottom corners and centre of top rail of each leaf. The stiles of each gate shall be extended 450 mm high above the top rail and braced between top rail and top of extension arm with 51 mm diameter x 2 mm wall thickness mild steel diagonal brace welded on. A vertical extension arm 450 mm high formed of 51 mm diameter x 2 mm wall thickness mild steel tube shall be welded on above centre of top rail. Three rows of galvanised barbed wire, spaced 150 mm apart, shall be strained and tied to extension arm. Each pair of double gates shall be fitted with locking pad bolt, locking bars with brass padlock, drop bolts and gate stop blocks.

Double gates shall be hung on posts without cranked overhang but with the posts extended 450 mm high above top of chain link wire mesh fencing to receive continuation of barbed wire and razor wire.

**Gates for 2, 40 m high security fencing**

Single gates shall be of size 1, 00 x 2, 00 m high, all as described for gates for 1, 80 m high security fencing.

Chain link wire mesh fencing shall be carried over above the top of the gate to an overall height of 2, 40 m with the razor wire carried across between the gateposts.

Double gates shall be in two equal leaves, with each leaf 2, 25 x 2, 40 m high, all as described for double gates in 1, 80 m high security fencing.

Double gates shall be hung on posts without cranked overhang but with the posts extended 450 mm high above top of chain link wire mesh fencing to receive continuation of razor wire.

**SUBMISSIONS FOR PREFABRICATED TIMBER ROOF TRUSSES**

**Letter Ref. TR 1**

I / We hereby undertake to be responsible for the design of the total timber roof construction and will satisfy myself / ourselves that the fabrication and erection is in accordance with my / our design.

Project: \_\_\_\_\_  
\_\_\_\_\_

Part(s): \_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ OF \_\_\_\_\_ FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ QUALIFICATION: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**Letter Ref. TR 2**

I / We am/are satisfied that the fabrication and erection of the total roof construction has been completed in conformity with my / our design.

Project: \_\_\_\_\_  
\_\_\_\_\_

Part(s): \_\_\_\_\_  
\_\_\_\_\_

NAME \_\_\_\_\_ OF \_\_\_\_\_ FIRM: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ QUALIFICATION: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

## SUPPLEMENTARY PREAMBLES

The following Supplementary Preambles are to be read in conjunction with the "Standard Preambles to all Trades" included here before and are to apply to this Contract.

Where these "Supplementary Preambles" are at variance with the "Standard Preambles to all Trades" referred to above, such variances are to take precedence and are to apply to this Contract.

### **1. ALTERATIONS**

All Notes, Preambles, etc. applicable for the various trades in the Bills of Quantities, will apply equally to the trades in this Bill.

Tenderers are advised to visit the site and satisfy themselves as to the nature and extent of the work to be done, and also to examine the condition of the existing building.

Tenderers are advised that all materials from the pulling down (except where described to be re-used or handed over to the Department) will become the property of the Contractor, and all these materials, together with all rubbish and debris, must be immediately carted away, and the site left clean and unencumbered. Materials, etc. which are described to be handed over to the Department are to be carefully dismantled where necessary, and neatly stacked where directed on site. Items described as removed shall be removed from site.

Credit for the value of the materials from the pulling down may be allowed for on the Final Summary page.

Prior to the removal of any timbers from the site, they are to be inspected by the Government Entomologist as laid down in Section 32 of the Government Forest and Veld Conservation Act of 1941 (Act 13 of 1941) as amended. If any of the timbers are infested with wood destroying agencies, they are to be disposed of in the manner prescribed by the Government Entomologist.

The Contractor is to give ample notice to the Department and Local Authorities regarding any disconnections necessary prior to the removal or interruption of electric light or telephone cables, water and sanitary services, etc.

Tenderers are advised that adjacent sections of this building will be occupied during the building operations, and the Contractor is required to carry out the work with as little noise, dust and disturbance as possible. Undisturbed access is to be given to patients, staff and visitors.

The Contractor is advised to check all dimensions affecting the existing building as he will be held solely responsible for all new work being of the correct size. All sizes stated are approximate and under no circumstances will claims be entertained should actual sizes of existing items on site vary marginally from the sizes stated in this document.

The Contractor will be held solely responsible for any damage to persons, property, and equipment and for the safety of the structure throughout the whole of the Contract, and must make good at his own expense any damage that may occur.

The Contractor must obey the instructions of the Department in carrying out any portion of the work which in his opinion requires expediting, and the Contractor shall give priority to such work as and when directed.

In taking down and removing existing work, the utmost care is to be observed to avoid any structural or other damage to the remaining portions of the building. The Contractor must also protect all work not removed, such as walls, floors, doors, windows or joinery, loose and fixed fittings and electrical equipment, appliances, etc. from damage during the progress on the works and provide all necessary materials in so doing.

Special care is to be taken not to interfere with any electric light, bell, power or telephone wires and fittings that may be encountered on site. New work to the existing electrical, air-conditioning, gas and telephone installations, etc. is included elsewhere in this document.

The Contractor must take the exigencies of the Hospital Service into consideration. Liaison is to be carried out through the offices of the Regional Engineer, with referrals to the Director: Physical Facilities Management for a final decision. No instructions may be received by the Contractor from the Hospital Authorities and all instructions are to be given by the Chief Department in writing before they are put in hand.

## **2. CONCRETE, FORM WORK AND REINFORCEMENT**

Cement is to comply with:

- SANS ENV 197 (1 to 2)
- SANS ENV 413 (1 to 2)
- SANS ENV 196 (1 to 7)
- SANS ENV 196 (21)

as applicable, and replaces the following SANS Specifications in the Standard Preambles:

- SANS 471 Portland cement (ordinary, rapid hardening and sulphate resisting)
- SANS 626 Portland blast furnace cement.
- SANS 831 Portland cement 15 (ordinary and rapid hardening)

## **3. MASONRY**

Masonry is to comply with SANS Code of Practice 0249 and 0164 as applicable.

## **4. ROOF COVERINGS, ETC.**

The installation of roof coverings and side claddings is to comply with SANS Code of Practice 0237 as applicable.

## **5. CARPENTRY AND JOINERY**

Note:

All timber must be treated in terms of SANS Code of Practice 05 for GYMNOSPERMAE including all SA Pine species and ANGIOSPERMAE including all Eucalyptus species but excluding laminated timber.

It is now a compulsory requirement to use only treated timber in buildings. The treatment shall comply with SANS 457, 753, 754 or 1288 as relevant.

Reference must also be made to the appropriate Standard Preambles and SANS requirements for items not covered by these joinery preambles, etc. i.e. ironmongery, aluminium, glazing, paintwork, etc.

Where items are described as "plugged and screwed", they are to include for plugging and screwing to new or existing brickwork or concrete, with heads of screws sunk and pelleted.

Sawn softwood timber: General, Stress Graded, Industrial, Brandering and Battens is to comply with SANS 1783 Parts 1 to 4 as applicable.

All hardwood is to be dark red Meranti, even in grain and colour selected for "Standard and Better" quality, from Malaysia, with a minimum density of 550 kg per cubic metre at moisture content of 12%, and is to comply with SANS 1099 as applicable.

Hardboard is, unless otherwise described; to be 3mm un-tempered hardboard for floor units and 6mm tempered hardboard for wall units.

Melamine faced moisture resistant V313 chipboard can be used when specified.

Materials generally are to comply with the following specifications and requirements as applicable:

**TABLE H: CARPENTRY AND JOINERY: SANS SPECIFICATIONS**

| <b>MATERIAL</b>   | <b>SANS SPECIFICATION</b>      | <b>GRADE OR CLASS</b> |
|---|--------------------------------|-----------------------|
| Softwood structural timber  | 1783                           | Parts 1, 2, 3, 4      |
| Softwood engineering timber   | 1783                           | Parts 1, 2, 3, 4      |
| Softwood studs for timber frames in building  | 1783                           | Parts 1, 2, 3, 4      |
| Softwood bracing and battens  | 1783                           | Parts 1, 2, 3, 4      |
| Softwood joinery timber   | 1783                           | Parts 1, 2, 3, 4      |
| Softwood flooring boards  | 629                            | Flooring Grade        |
| Hardwood joinery timber   | 1099                           | Heavy flooring board  |
| Hardwood strip flooring   | 281                            | Knotty grade          |
| Wooden ceiling and panelling boards   | 1039                           | As specified          |
| Laminated timber (glulam)   | 1460                           | As specified          |
| Gypsum, plasterboard  | 266                            | As specified          |
| Wood fibreboard   | 540                            | As specified          |
| Wood wool panels (cement bonded)  | 637                            | As specified          |
| Fibre cement sheets: profiled and flat  | 685                            | As specified          |
| Fibre cement boards   | 803                            | As specified          |
| Plywood and composite board<br>Particle Board:<br>Highly Moisture resistant exterior and flooring type<br>Interior Type | 929<br><br>EN 312<br>EN 312    | Parts 1 to 7          |
| Decorative laminates  | SANS ISO 4586 and<br>SANS 1405 | High Pressure         |
| Decorative Melamine Faced Boards  | 1763                           |                       |
| Wooden Doors (flush)  | 545                            |                       |
| Materials for thermal insulation of buildings   | 1381                           | As applicable         |
| Mild steel nails  | 820                            |                       |
| Metal screws for wood   | 1171                           |                       |
| Creosote  | 538                            | As specified          |
| Timber roof trusses   | 0243                           | SANS Code of Practice |

## 6. CEILING AND PARTITIONS

Refer to Joinery Fittings regarding specifications and requirements of materials.

## 7. IRONMONGERY

### **Materials**

- i) Locks are to comply with SANS 4 as applicable
- ii) Door closers are to comply with SANS 1510 as applicable
- iii) Symbolic safety signs are to comply with SANS 1186 as applicable

All ironmongery, unless otherwise described, is fixed to timber.

Sheet steel furniture to comply with SANS 757 as applicable

## 8. METALWORK

Rates are to include for cutting to lengths, splay cut ends, shaping, holing, tapping, threading, forging, turning, fitting, assembling, welding, filing smooth, preparation, priming coats, hoisting, temporary bracing and fixing in position.

Towel rails are to be tubular Satin Chrome mild steel to diameters - minimum 19mm - and lengths as specified in matched Satin Chrome end pieces. End pieces to be either flat or bracket type - according to requirements, application and specification - plugged and screwed into walls with Chromed Brass screws.

Electro-plating is to comply with SANS ISO 1456 as applicable.

Curtain tracks to be "Forwin" Hospital Curtain Tracks as "Kirton" (Pty) Ltd. - or other approved -, including 15 wheeled runners per metre, hangers, brackets, stopped ends, etc. Hangers are to be suspended from roof timbers or concrete slab over – **not off the ceiling grid**. Allowance is to be made for necessary bends and curving as per plan supplied. Curtains to be provided as (Chintz fabric (#155CZ) woven with 100% polyester yarn)

**SHELVING FOR PHARMACIES:** - Shall be epoxy coated steel shelving, either fixed to epoxy coated wall bands or free standing units as specified.

**SHELVING FOR CSSD STERILE STORE:** - Shall be slatted grade 304 stainless steel wall bands or free standing units as specified.

### **Aluminium Windows and Doors**

#### **NOTE:**

Glazed aluminium alloy windows and sliding doors for external use are to comply with SANS 1651 as applicable.

All items must conform to and carry the Certification Seal of the AAAMSA and no items which are not so certified will be accepted on site.

The work is to be cleated and framed.

All visible surfaces are to have a 25 micron anodised finish as specified.

Anodised coatings on aluminium are to comply with SANS 999 as applicable.

Rates are to include for setting up and building in as well as for isolation material between the aluminium surfaces and adjacent surfaces of a differing material.

All visible surfaces are to be covered with a temporary protective tape, later to be removed.

Float glass for glazing is to comply with SANS CKS 55 and SANS 952 as applicable.

Safety and security glazing materials for buildings is to comply with SANS 1263(1) unless otherwise described. All panes are to be marked so as to be visible. Laminated safety glass is to carry a written five year guarantee.

Windows and doors are to be watertight.

Silicon pointing to windows and doors is covered elsewhere.

## 9. PLASTERING

Rates for new plaster, screeds, etc. to existing surfaces are to include for all preparatory work and forming a key.

Removal of paint and/or varnish as well as the roughening of the existing face brick surfaces both externally and internally to receive new plaster has been measured separately.

Plaster and screeds, etc. in patches is generally of an isolated nature and to existing surfaces. Portion of the work may be in narrow widths.

Where alterations are to be done to the existing structure, the new plaster, etc. has been measured to a point 300mm beyond the line of the alteration on the existing structure.

**10. TILING**

Ceramic Wall and Floor Tiles are to comply with SANS 1449 as applicable.

**11. PLUMBING AND DRAINAGE**

Water Supply and Drainage for Buildings is to comply with SANS Code of Practice 0252 as applicable.

Water Supply and Distribution System Components is to comply with SANS 1808 as applicable.

Electrical Water Heater:

Storage Heaters to comply with SANS 151.

Instantaneous Heaters to comply with SANS 1356 and IEC 335 (2-35).

**12. GLAZING**

Glass is to comply with SANS Specification 952.

Glass for glazing is to comply with SANS Specification CKS 55.

Safety and security materials are to comply with SANS Specification 1263 as specified.

Laminated safety glass is to carry a written five year guarantee.



**KWAZULU-NATAL PROVINCE**  
HEALTH  
REPUBLIC OF SOUTH AFRICA

**Joint Venture Agreement**  
**(March 2004)**  
**(First Edition of CIDB document 1017)**

1. **PREAMBLE**

This agreement is made and entered into by and between

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
of the first part and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
of the second part and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
of the third part.

*(allow for additional parties as necessary).*

Whereas the foregoing parties have resolved to form a Joint Venture under the title of

\_\_\_\_\_  
\_\_\_\_\_

for the exclusive purposes of securing and/or executing the Contract to be awarded by  
*(name of Employer)*

**to the KZN Department of Health in respect of the following project:**

for *(brief description of Contract)*

**CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC**

Now it is hereby agreed as follows :

2. **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

The following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are, in general, signified in the text of the Agreement by the use of capital initial letters, but the absence of such letters does not necessarily signify that a term, or word, is not defined.

**'Agreement'** means the agreement between the Members of the Joint Venture and includes this model form of agreement together with the Preamble, Specific Provisions, if any, Schedules 'A', 'B' and 'C' and any relevant Documents prepared prior to the signing of the Agreement and appended thereto.

**'Contract'** means the contract with the Employer for the supply of the Deliverables, for the purposes of securing and executing which, the Joint Venture has been formed.

**'Deliverables'** means the works and/or services, equipment, materials, goods, etc. to be furnished by the Joint Venture to the Employer in terms of the Contract.

**'Document'** means any written, drawn, typed, printed, or photographic material, which relates to the Agreement.

**'Employer'** means the person, or body, which is to award the Contract and will employ the Joint Venture if it is awarded the Contract.

**'Joint Venture'** means the joint venture formed by the Members in accordance with the Agreement.

**'Management Committee'** means the body established in terms of the Agreement to manage all aspects of the work of the Joint Venture in securing and executing the Contract and in meeting the provisions for the Agreement.

**'Member'** means a person, or body which, being a party to the Agreement, is a member of the Joint Venture.

**'Member's Interest'** means the proportion expressed as a percentage, which the total monetary value of all resources provided and contributions made by a Member towards the execution by the Joint Venture of the Contract bears to the total of such values by all Members and, unless otherwise indicated in the Agreement, represents the extent to which the Member participates in the fortunes of the Joint Venture.

**'Representative'** means the person representing a Member on the Management Committee.

**'Schedules'** means Schedules 'A', 'B' and 'C' which set out general, financial and other information relating to the Members and the obligations, duties, rights, risks and benefits arising from their participation in the Joint Venture.

**'Specific Provisions'** means the variations, if any, required to this standard form of agreement for the specific purposes of the Agreement.

## 2.2 Interpretation

Unless inconsistent with the context, an expression in the Agreement which denotes:

- any gender shall include the other genders
- a natural person shall include a juristic person and vice versa
- the singular shall include the plural and vice versa

## 2.3 Headings

The headings to clauses of the Agreement shall not be considered part thereof, nor shall the words they contain be taken into account in the interpretation of any clause.

## 2.4 Law

The Agreement shall be construed in accordance with and governed by the laws of the Republic of South Africa and the English language versions shall prevail.

## 2.5 Language

English shall be exclusively used by the Members in the preparation of Documents unless otherwise indicated.

## 2.6 Conflict between Agreement and Contract

Should any provision of the Agreement be in conflict with the terms of the Contract, the Agreement shall be amended to the approval of the Management Committee so as to eliminate the conflict.

# 3. **JOINT VENTURE GENERAL**

## 3.1 Establishment and Purpose

The Joint Venture established by the Members in terms of the Agreement is an unincorporated association with the exclusive purposes of securing and executing the Contract for the benefit of the Members.

## 3.2 Termination

The operation of the Joint Venture and the validity of the Agreement shall terminate if and when it becomes evident that the Joint Venture will not be awarded the Contract, or, if the Joint Venture secures the Contract, when all obligations and rights of the Joint Venture and the Members in connection with the Contract and the Agreement have ceased and/or been satisfactorily discharged.

Unless otherwise decided by the Management Committee, the Agreement shall not terminate if a Member changes its name, or is taken over by, or merged with, another body.

This agreement will terminate when any one of the Members resigns, are liquidated or opts out of this agreement and the Joint Venture will be in breach of contract with the Employer and their contract could be cancelled.

## 3.3 Exclusivity

Unless otherwise agreed by the Management Committee, or provided for in the Contract no Member shall engage in any activity related to the Contract other than as a Member of the Joint Venture and Members shall ensure that their subsidiaries and other bodies over which they have control comply with this requirement.

## 3.4 Participation of Members

Except as may otherwise be stipulated in the Agreement, each Member shall be responsible for all costs incurred by it prior to the date of inception of the Agreement.

Subsequent to the date of inception of the Agreement, each Member shall, participate in the operations, risks, responsibilities and fortunes of the Joint Venture including, inter alia, the provision of funding, sureties, guarantees, insurances, human and other resources and participation in profits and losses to the extents indicated in the Schedules. Participation in any aspect not covered in the Schedules shall, if an agreement cannot be reached between the Members, be to the same extents as indicated by the Members Interests.

## 3.5 Management

The affairs of the Joint Venture shall be directed and controlled by the Management Committee, as set out in Section 4 hereof.

3.6 Confidentiality

All matters relating to the Agreement and the Contract shall be treated by the Members as confidential and no such matter shall be disclosed to any third party without the prior written approval of the Management Committee.

No Member shall be party to the dissemination of publicity relating to the Contract, or the Agreement, without the prior written approval of the Management Committee and the Employer.

3.7 Assignment

No Member shall cede, assign, or in any other way make over any of its rights, or obligations, under the Agreement without the prior written consent of the Management Committee.

3.8 Subcontracting

No Member shall subcontract any obligation, work or duty for which it is, itself, responsible in terms of the Agreement without the prior written consent of the Management Committee.

3.9 Variations to Agreement

No variation, modification, or waiver of any part of the Agreement shall be of any force, or effect, unless unanimously agreed by the Members and reduced to writing.

3.10 Liability

Each Member warrants that it will indemnify the other Members against all legal liabilities arising out of, or in connection with the performance of its obligations under the Agreement.

It is acknowledged by the Members that they may be held jointly and severally liable in respect of claims against the Joint Venture by the Employer or third parties.

**4. MANAGEMENT OF JOINT VENTURE**

4.1 General

The affairs of the Joint Venture shall be directed, controlled and managed by the Management Committee, which, within the terms of the Agreement and the Contract, shall have full authority to bind the Members in all matters relating to the affairs of the Joint Venture.

Communication between the Joint Venture and the Employer, or third parties, relating to the Contract shall be conducted exclusively by the Management Committee, or by such person as it may delegate to perform this function.

The Management Committee shall have the power to appoint a project manager and/or such other persons as it may see fit to appoint for the purpose of executing the Contract and may delegate such of its powers, responsibilities and duties as it may consider necessary, or desirable, to persons or bodies appointed or seconded for this purpose.

Such administrative functions as are necessary to ensure the effective operation of the Management Committee shall be performed by its chairman.

4.2 Management Committee

4.2.1 Composition

The Management Committee shall, unless otherwise agreed by all the Members, consist of one Representative of each Member and each Member shall be obliged, at all times, to maintain a Representative on the Management Committee.

Each member shall, not later than three working days after the signing of the Agreement, appoint its Representative and notify the other Members of the name and contact details of the Representative. Such Representative shall have the power to bind the Member that he represents in all matters relating to the execution of the Contract and the performance of the Agreement.

A Member shall be entitled, after giving the other Members not less than three working days written notice of his intention to do so, appoint, remove and/or replace, an alternate who shall, at any meeting of the Management Committee from which the Representative whom he represents is absent, be vested with all rights and powers and subjected to all the obligations of the absent Representative.

The chairman of the Management Committee shall be the Representative of the Member which has the largest Member's Interest. If two, or more, Members have the same, largest Member's Interest, the chairmanship shall rotate between the Representatives of such Members at three monthly intervals, the order of rotation to be determined by ballot.

Notwithstanding the foregoing, the chairmanship of the Management Committee may be determined, or changed, at any time by unanimous decision of the Management Committee.

4.2.2 *Meetings*  
No remuneration shall be paid by the Joint Venture to Representatives or their alternates for serving on the Management Committee,

Meetings of the Management Committee shall take place at such times and places as the Management Committee may determine, provided that the chairman shall convene a meeting of the Management Committee to be held not later than ten working days after he has been requested, in writing, by a Member to do so. Not less than five working days written notice of any meeting of the Management Committee shall be given to all Representatives and their alternates.

The Management Committee may permit, or invite, persons other than Representatives or alternates to attend any of its meetings, but such persons shall not have voting rights.

4.2.3 *Decisions*

Each Representative shall have one vote on the Management Committee and where, in terms of this clause, a casting vote is required, this shall be exercised by the chairman.

All decisions of the Management Committee shall, desirably, be unanimous. Accordingly, if unanimity cannot, initially, be achieved in regard to a decision, the meeting at which that decision is sought shall be adjourned for a period of 48 hours to enable Representatives to consult with their principals. If, on resumption of the adjourned meeting, unanimity can still not be achieved, the decision, provided it is not one requiring unanimity of the Members, shall be taken by majority vote and, in the event of a tie, the chairman shall exercise a casting vote.

A Member not satisfied with a majority decision of the Management Committee may declare a dispute, to be dealt with in terms of Clause 8 hereof, but the majority decision shall, nevertheless, be implemented with immediate effect.

Decisions of the Management Committee, whether taken at a meeting, or otherwise, shall be recorded in written minutes, which shall be distributed by the chairman to reach the Representatives not later than five working days after those decisions were taken. Such minutes shall be deemed to have been affirmed by the Representatives unless written notice of dissent is received by the chairman not later than three working days after receipt of the minutes by the Representative.

4.2.4 *Powers and duties*

The functions, responsibilities and powers of the Management Committee shall include, inter alia, those listed below:

4.2.4.1 Formulating overall policy in regard to the achievement of the objectives of the Joint Venture.

4.2.4.2 Managing the day to day affairs of the Joint Venture.

4.2.4.3 Monitoring, directing and co-ordinating the activities of the Members to ensure that the objectives of the Joint Venture are achieved and that the obligations and responsibilities of the individual Members are met.

4.2.4.4 Monitoring and controlling the financial affairs of the Joint Venture and ensuring that proper books of account and financial records relating to affairs of the Joint Venture are maintained in an approved form and submitted to the Management Committee for approval at regular intervals, which shall not be longer than one month.

4.2.4.5 Determining the necessity for and the details of any changes in the duties and responsibilities of Members provided that any resulting changes in Members' Interests shall be unanimously approved by the Members.

4.2.4.6 Determining the terms and conditions of employment of personnel and the emoluments applicable to staff seconded to the Joint Venture by the Members.

4.2.4.7 Controlling and approving the appointment of all subcontractors.

4.2.4.8 Procuring, after the completion of the Contract and the release of all bonds, guarantees and sureties given in respect of the performances of the Joint Venture and the Members, the preparation and auditing of a final set of accounts, on the basis of which the final profits, or losses, attributable to the individual Members shall be determined and any necessary adjustments effected.

## 5 **RESOURCES OF JOINT VENTURE**

The resources to be utilised by the Joint Venture in securing and executing the Contract shall, insofar as these are to be provided directly by the Members, be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Member's Interests are not, except with the unanimous approval of the Members, affected thereby.

Similarly, specific areas of responsibility of the Members for the performance of work and the provision of facilities shall be as set out in the Schedules and may, from time to time, be amended by decision of the Management Committee, provided that the Members' Interest are not, except with the unanimous approval of the Members, affected thereby.

5.1 Schedule 'A' (General)

Schedule 'A' shall contain general information relating to the Joint Venture including, inter alia, the following :

1. The Employer's name and address.
2. A brief description of the Contract and the Deliverables.
3. The name, physical address, communications addresses and domicilium citandi et executandi of each Member and of the Joint Venture.
4. The Members' Interests.
5. A statement indicating whether, or not, Specific Provisions apply to the Agreement.
6. A schedule of insurance policies which must be taken out by the Joint Venture and by the individual Members.
7. A Schedule of sureties, indemnities and guarantees that must be furnished by the Joint Venture and by the individual Members.
  
8. Details of the persons, who, in the event of failure by the Members to reach agreement on the appointments of mediator and arbitrator, will nominate appointees to these positions in terms of Clauses 8.2 and 8.3.

5.2 Schedule 'B' (Financial)

Schedule 'B' shall contain information regarding the financial affairs of the Joint Venture including, inter alia, the following :

1. The working capital required by the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the individual Members from time to time.
2. The banking accounts that are to be opened in the name of the Joint Venture and the manner in which these are to be operated.
  
3. The rates of interest that will be applicable to amounts by which Members are in debit, or credit, to the Joint Venture.
  
4. The names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
  
5. The intervals at which interim financial accounts and forecasts will be prepared for approval by the Management Committee.
  
6. Insofar as not covered in Schedule 'C', the basis on which contributions of various types by the Members towards the work of the Joint Venture in securing, executing, managing and satisfactorily completing the Contract, will be valued.
  
7. The basis on which profits and/or surplus cash will, if available from time to time, be distributed to Members.
8. The basis upon which losses, if any, are to be apportioned to Members.

5.3 Schedule 'C' (Contributions by Members)

Schedule 'C' shall set out the contributions of various types, other than cash, that will be made by the individual Members towards the work and obligations of the Joint Venture and shall, as far as possible, indicate the monetary values to be placed on such contributions, which may include, inter alia, the following :

1. Staff seconded to the Joint Venture.
2. Work carried out and services provided to, or on behalf of, the Joint Venture.
3. Plant, equipment, facilities etc. made available for use by the Joint Venture.
4. Materials and goods supplied to, or on behalf of, the Joint Venture.
5. Licences, sureties, guarantees and indemnities furnished to, or on behalf of, the Joint Venture.
6. Joint Venture Disclosure form required for the Contract.

**6. BREACH OF AGREEMENT**

If a Member breaches any material provision of the Agreement, or delays or fails to fulfil its obligations in whole, or in part, and does not remedy the situation within fourteen calendar days of receipt of notice from the Management Committee, or another Member, to do so, the other Members shall have the right, without prejudice to any other rights arising from the default, to summarily terminate the Agreement and re-assign the defaulting Member's rights and obligations in the Joint Venture as they see fit and withhold any moneys due to the defaulting member by the Joint Venture.

Each Member shall indemnify the other Members against all losses, costs and claims which may arise against them in the event of the Agreement being terminated as a result of breach of the Agreement by the said Member.

**7. INSOLVENCY OF MEMBER**

Should a Member be placed in liquidation, or under judicial management, whether provisionally or finally, or propose any compromise with its creditors, the other Members shall be entitled to proceed in terms of Clause 6, as if the Member had breached the Agreement.

**8. DISPUTES**

**8.1 Settlement**

The Members shall negotiate in good faith and make every effort to settle any dispute, or claim, that may arise out of, or relate to, the Agreement.

If agreement cannot be reached, an aggrieved Member shall, if he intends to proceed further in terms of Clause 8.2 hereof, advise all other Members in writing that negotiations have failed and that he intends to refer the matter to mediation in terms of Clause 8.2.

**8.2 Mediation**

Not earlier than ten working days after having advised the other Members, in terms of Clause 8.1, that negotiations in regard to a dispute have failed, an aggrieved Member may require that the dispute be referred, without legal representation, to mediation by a single mediator.

The mediator shall be selected by agreement between the Members, or, failing such agreement, by the person named for this purpose in Schedule 'A'. The costs of the mediation shall be borne equally by all Members.

The mediator shall convene a hearing of the Members and may hold separate discussions with any Member and shall assist the Members in reaching a mutually acceptable settlement of their differences through means of reconciliation, interpretation, clarification, suggestion and advice. The Members shall record such agreement in writing and thereafter they shall be bound by such agreement.

The mediator is authorised to end the mediation process whenever in his opinion further efforts at mediation would not contribute to a resolution of the dispute between the Members.

**8.3 Arbitration**

Where a dispute or claim is not resolved by mediation, it shall be referred to arbitration by a single arbitrator to be selected by agreement between the Members or, failing agreement, to be nominated by the person named for this purpose in Schedule 'A'.

The Member requiring referral to arbitration shall notify the other Members, in writing, thereof, not later than thirty calendar days after the mediator has expressed his opinion, failing which the mediator's opinion shall be deemed to have been accepted by all Members and shall be put into effect.

Arbitration shall be conducted in accordance with the provisions of the Arbitration Act No. 42 of 1965, as amended, and in accordance with such procedure as may be agreed by the Members or, failing such agreement, in accordance with the rules for the Conduct of Arbitrations published by the Association of Arbitrators and current at the date that the arbitrator is appointed.

The decisions of the arbitrator shall be final and binding on the Members, shall be carried into immediate effect and, if necessary, be made an order of any court of competent jurisdiction.

**9. DOMICILIUM**

The Members choose domicilium citandi et executandi for all purposes of and in connection with the Agreement as stated in Schedule 'A'. A Member shall be entitled to change his domicilium from time to time, but such change shall be effective only on receipt of written notice of the change by all other Members.

Member No. 1

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

Member No. 2

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

Member No. 3

Thus done and signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

For and on behalf of \_\_\_\_\_ [Company]

by [name] \_\_\_\_\_ who warrants his authority to do so.

\_\_\_\_\_

As witnesses 1. \_\_\_\_\_

As witnesses 2. \_\_\_\_\_

[Allow for additional parties as necessary].

**ROOSBOOM SMALL CLINIC.**

|   |  | Quantity | Rate | Amount |
|---|--|----------|------|--------|
| Without limiting the generality of the provisions, the contractor's attention is drawn to the provisions of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the client shall prepare a documented health and safety specification for the works and that the client shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite the following items for compliance with the Act and the Regulations, where applicable, and the provisions of the afore-mentioned health and safety specification. |  |          |      |        |
| 1   | Prepare H&S plan, including COVID-19 Management Plan | Item     |      |        |
| 2   | Prepare Fall protection plan.                        | Item     |      |        |
| 3   | Prepare Health & Safety file.                        | Item     |      |        |
| 4   | Hazard identification and Risk assessments.          | Item     |      |        |
| 5   | Draft Safe work procedures.                          | Item     |      |        |
| 6   | Draft Method statements.                             | Item     |      |        |
| 7   | Design of temporary works.                           | Item     |      |        |
| 8   | Environmental measurement.                           | Item     |      |        |
| 9   | Medical fitness testing.                             | Item     |      |        |
| 10  | Infrared thermometers.                               | Item     |      |        |
| 11  | Symptomatic screening.                               | Item     |      |        |
| 12  | Isolation room.                                      | Item     |      |        |
| 13  | Sanitizer.   | Item     |      |        |
| 14  | Paper towels.  | Item     |      |        |
| 15  | Biological disposal bins.                            | Item     |      |        |
| 16  | Soap.  | Item     |      |        |
| 17  | Face masks   | Item     |      |        |
| 18  | Face shields   | Item     |      |        |
| 19  | Health & Safety education and training.              | Item     |      |        |
| 20  | Health & Safety Officer (s)                          | Item     |      |        |
| 21  | Health & Safety Representative(s)                    | Item     |      |        |
| 22  | Health & Safety Committee                            | Item     |      |        |

|      |  |      |  |  |
|------|--|------|--|--|
| 23   | Health & Safety meetings               | Item |  |  |
| 24   | Health & Safety administration         | Item |  |  |
| 25   | Health & Safety inspections            | Item |  |  |
| 26   | First Aid                              | Item |  |  |
| 27   | Personal protective equipment (PPE)    | Item |  |  |
| 28   | Transport of employees                 | Item |  |  |
| 29   | Health & Safety inductions             | Item |  |  |
| 30   | Site access control                    | Item |  |  |
| 25   | Health & Safety signage                | Item |  |  |
| 26   | Emergency planning                     | Item |  |  |
| 27   | Facilities:                            | Item |  |  |
| 27.1 | - Toilets                              | Item |  |  |
| 27.2 | - Wash hand basins                     | Item |  |  |
| 27.3 | - Showers                              | Item |  |  |
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| 27.6 | - Living accommodation                 | Item |  |  |
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| 29   | Fire precautions and prevention        | Item |  |  |
| 30   | Temporary electrical installations     | Item |  |  |
| 31   | Protected public and site walkways     | Item |  |  |
| 33   | Guarding and barricading               | Item |  |  |
| 34   | Liaison with client and / or H&S Agent | Item |  |  |
| 35   | Identification of employees            | Item |  |  |
| 36   | Location of unknown services           | Item |  |  |
| 37   | Containment areas for hazardous work   | Item |  |  |
| 38   | Rubble chute(s)                        | Item |  |  |
| 39   | Removal of hazardous material          | Item |  |  |
|      |  |      |  |  |



**PERODI**  
OH&S SERVICES

## CONSTRUCTION HEALTH AND SAFETY SPECIFICATION FOR THE CONSTRUCTION OF A NEW SMALL CLINIC AT ROOSBOOM, EMNAMBITHI LOCAL MUNICIPALITY IN KWAZULU-NATAL.

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Other requirements.

## 1.

### INTRODUCTION AND BACKGROUND.

#### 1.1 Background to the Health and Safety Specification.

- 1) In terms of Regulation 5(1)(b) of the Occupational Health and Safety Act, Act 85 of 1993, the Client is required to compile a Health & Safety Specification for the intended project and provide such specification to any prospective contractor who, on appointment, shall submit a Health & Safety Plan which shall address the requirements of the specification.
- 2) The objective of the specification is to ensure that the contractor entering into a contract with the Client achieves an acceptable level of OH&S performance.
- 3) This documentation will give the Client, or its duly appointed representative, the required information to be able to evaluate the Contractor's competency and resources, as is required by Regulation 5(1) of the Construction Regulations 2014, and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) The Contractor must supply the Client with the following:
  - A detailed Site Safety Plan indicating how the Contractor will manage all Health and Safety aspects whilst working on the Client's premises, or on premises under his/her control, which must be based on the contents of this document as required by Regulation 7(1) of the Construction Regulations 2014.
  - A cost breakdown of funds being allocated to make adequate provisions for Health and Safety requirements as is required by Regulation 5(1)(g) of the Construction Regulations 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as absolving the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

#### 1.2 Purpose of the Health and Safety Specification.

The purpose of the specification is to assist the contractor in achieving compliance with the Occupational Health and Safety Act 85/1993 and the Construction Regulations 2014, in order to reduce incidents and injuries. The Health and Safety Specification sets out the requirements to be followed by the Principal Contractor and Sub-Contractors so that the health and safety of all persons potentially at risk, may receive the same priority as other facets of the project.

#### 1.3 Implementation of the Health and Safety Specification.

This specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his/her project-specific Health and Safety Plan, as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

## 2.

### HEALTH AND SAFETY SPECIFICATION.

#### 2.1 Scope.

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the new small Roosboom Clinic site at eMnambithi Local Municipality in KwaZulu-Natal.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

The scope of work includes the following facilities:

- A guard house and visitor's block,
- An administration block,
- A minor ailments block,
- A chronic block,
- A Preventative and Promotive block,
- A Community Services block,
- A Youth Drop-in Services block, and
- An Internal Services block.

#### 2.2 Contractual Issues.

- a. Due to the fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- b. The Client, or its duly appointed representative, reserves the right to stop any contractor from working whenever safety, health or environmental requirements are being violated. Any resultant costs of such work stoppages will be for the contractor's account.
- c. The requirements, as specified by the Client in this document, must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- d. The Client will not entertain any claim of any nature whatsoever which has come about as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

#### 2.3 Health and Safety Standards and Procedures.

- 1) The Principal Contractor (Contractor) and Contractors (Sub-contractors) must ensure that all work performed by him/her is executed in accordance with work procedures that comply with accepted safety practices and applicable Health and Safety legislation.
- 2) Procedures indicated above may be the Contractor's own procedures on condition that they comply with the conditions as stipulated above.

- 3) Where procedures have been specified by the Client in the contents of this document, such procedures must be adhered to unless otherwise agreed to with the Client or its duly appointed representative.

## **2.4 Interpretations.**

### **2.4.1 Application.**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation, as noted previously.

### **2.4.2 Definitions.**

- 1) The definitions, as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations 2014, shall apply unless otherwise stipulated.
- 2) Any reference to the "Contractor" includes – the Principal and Sub-contractor, unless otherwise stipulated.

## **2.5 Minimum Administrative Requirements.**

### **2.5.1 Notification of Intention to Commence Construction Work.**

The Principal Contractor shall, before commencing any work on site, notify the Provincial Director of the Department of Employment and Labour in writing of their intention to carry out construction work. Refer to Annexure A in the Construction Regulation for this purpose. A copy of such notification must be forwarded to the Client prior to the commencement of construction work.

### **2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety Management on Site.**

- 1) The Principal Contractor shall submit in the format of the attached Annexure B, proof of all supervisory, as well as any other relevant appointments, as required by the OH&S Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Health and Safety standards would not be negatively affected.
- 3) Should the Client or its representative deem such practice as having a negative effect on Health and Safety standards, then alternative arrangements will have to be made.
- 4) A Health and Safety Officer must be appointed by the Principal Contractor subject to the following conditions:
  - Must be suitably qualified and experienced to meet the requirements for registration as a Health & Safety Officer with the SACPCMP.
  - Must be permanently on site for the duration of the contract.
- 5) Where the Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors), he shall appoint one OH&S Representatives for every 50 employees, or part thereof. General Administrative Regulation 6, requires that the appointment OR election and subsequent designation of the OH&S Representatives are executed in

consultation with Employee Representatives or Employees. (Section 17 of the Act and General Administrative Regulation 6 & 7)

### **2.5.3 Competency Assessment of Principal Contractor / Contractor.**

The Client must be reasonably satisfied that the Principal Contractor it intends to appoint has the necessary competency and resources to safely conduct the work they will be appointed for.

The Principal Contractor must be reasonably satisfied that the sub-contractors he/she intends to appoint also have the necessary competencies and resources to safely conduct the work they will be appointed for. This must be established at tender stage and before appointments are made.

In order to ensure this, the Principal Contractor must demonstrate to the Client that it has a suitable and sufficiently documented Health & Safety Plan and that its Contractors have the necessary competencies and resources to perform the construction work safely.

The Principal Contractor and Contractors must therefore submit the documentation, referred to in the attached Annexure A, for perusal and verification by the Client and Principal Contractor respectively:

### **2.5.4 Competency of Contractor's Appointed Responsible Persons.**

- 1) Contractor's competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations dated 07 February 2014 and the Occupational Health and Safety Act, Act 85/1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act or the Construction regulations.
- 3) In the event of the Client requiring additional levels of competency, alternative arrangements will have to be made.

### **2.5.5 Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993 (COID Act)**

- 1) The Principal Contractor warrants that his and all his workmen are fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client, or whilst working on the Client's premises or premises under the Client's control.
- 2) The Principal Contractor must supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Principal Contractor undertakes to ensure that all Sub-contractors appointed by him/her will be fully covered in terms of the COID Act 130/1993 and that such cover will remain in force for the duration of their contractual relationship with the Contractor.
- 4) The Principal Contractor must also ensure that he has additional insurance cover that will adequately make provision for any losses caused by his employee's acts and/or omissions whilst working on the Client's premises or on premises under the Client's control.

#### **2.5.6 Occupational Safety, Health and Environmental Policy.**

- 1) The Principal Contractor shall submit a Safety, Health and Environmental Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Principal Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

#### **2.5.7 Health and Safety Management Organogram.**

- 1) The Contractor shall submit an organogram, outlining the Site Health and Safety Management structure, including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The Site Health and Safety organogram shall be updated when there are any changes in the site management structure.

#### **2.5.8 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis.**

- 1) A preliminary Baseline Hazard Identification and Risk Analysis has been prepared to make the contractor aware of potential hazards which could be present. This is not a comprehensive document and does not replace the site-specific Hazard Identification and Risk Assessment that the Contractor is required to prepare.
- 2) Every Contractor performing Construction work shall, before the commencement of any Construction work, or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the OH&S Plan and be implemented and maintained as contemplated in the Construction regulations 5(1).

Each activity must define individual tasks associated with that identified activity. These and all associated hazards must be identified and listed in the risk assessment. This ensures that critical tasks and associated hazards are not missed.

The Risk Assessment shall include, at least:

- The identification of the hazards and risks to which persons may be exposed.
- A documented risk assessment based on the list of hazards and tasks.
- A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
- A monitoring and review procedure of the risks assessment as the risks change.

Based on the Risk Assessments, the Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the OH&S aspects of the construction.

The Risk Assessments, together with the site-specific OH&S rules must be submitted to the Client before site establishment commencement.

**N.B. A risk assessment will be performed for all unplanned work and submitted to The Client for approval prior to work commencing.**

- 3) Review of Risk Assessments  
The Principal Contractor / Sub-Contractor is to review the Hazard Identification, Risk Assessments and safe work procedures (SWPs) each time changes are made to the designs, plans and construction methods and processes.
- 4) The Principal Contractor shall ensure that his staff as well as all sub-contractors are informed, instructed and trained by a competent person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 5) The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (toolbox talk strategy to be implemented and so on.)
- 6) Should the Client, or its duly appointed representative, identify alternative hazardous activities performed by the Principal Contractor, or its sub-contractors, on site for which a risk assessment was not performed, then the contractor will be required to perform such an exercise before continuing such work.

**2.5.9 Health and Safety representative(s).**

- 1) The Principal Contractor and sub-contractors shall ensure that Health & Safety Representatives are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health & Safety Representatives shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health & Safety meetings.

**2.5.10 Health & Safety Representatives Committees.**

The Principal Contractor shall ensure that project Health & Safety meetings are held monthly, or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filed in the Site Health and Safety file.
- 2) Meetings must be organized and chaired by the Principal Contractor's Responsible Person.
- 3) The OH&S Committee meeting Agenda shall comprise, as a minimum, the following topics:
  - Opening & Welcome
  - Present/ Apologies/ Absent
  - Minutes of the previous Meeting
  - Matters Arising from the previous Minutes
  - OH&S Reps Reports
  - Incident Reports & Investigations
  - Incident /Injury Statistics
  - Other Matters
  - Endorsement of Registers and other statutory documents by a representative of the Principal Contractor
  - Close/Next Meeting

## **2.5.11 Health and Safety Training.**

### **2.5.11.1 Induction.**

The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety induction Training Session before starting work. Record of attendance shall be kept in the Health and Safety file. A suitable venue must be supplied to provide this training.

All Contractor employees, professional team members and their visitors, sub-contractors, client staff and all visitors who wish to gain entry onto site are to be in possession of proof of General Induction training.

### **2.5.11.2 Site Specific Induction Training**

The Contractor will be required to develop contract work project specific induction training, which shall be based on the Risk Assessments for the Contract work and to provide such training for all employees and other Contractors and their employees in this regard. As work progresses and risks accumulate induction training must be changed to make it site specific.

### **2.5.11.3 Awareness.**

The Principal Contractor shall ensure that on-site periodic "Toolbox Talks" take place at least weekly. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All contractors have to comply with this minimum requirement.

### **2.5.11.4 Competency.**

1. All competent persons shall have the knowledge, experience, training and qualifications specific to the work they have been appointed to supervise, control and carry out.
2. The abovementioned competency requirements will be assessed on a regular basis by the client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
3. The Principal Contractor is responsible to ensure that competent sub-contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
4. The Client reserves the right to require competencies which may exceed the principal Contractor's standards, in which case alternative arrangements will have to be made to meet the Client's requirements.

### **2.5.11.5 Other Training.**

All operators, drivers and users of construction vehicles, mobile plant and other equipment to be in possession of valid medical certification and proof of training and be certified competent by an Approved Inspection Authority (AIA) to operate such equipment.

## **2.5.12 General Record Keeping.**

- 1) The Principal Contractor shall keep and maintain Health & Safety records to demonstrate compliance with this Specification, with the OH&S Act 85/1993 and with the Construction Regulations dated 07 February 2014.
- 2) The Principal Contractor shall ensure that all records of incidents / accidents,

training, inspections, audits, and so on, are kept in the Health and Safety File held in the site office. The Health & Safety file is to be available on site at all times and under no circumstances must be removed from site during the course of the contract.

- 3) The Principal Contractor must ensure that every sub-contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

#### **2.5.13 Health and Safety Audits, Monitoring and Reporting.**

- 1) The Client shall conduct monthly Health and Safety audits of the work operations, including a full audit of physical site activities, as well as an audit of the administration of Health and Safety.
- 2) The Principal Contractor is obligated to conduct similar audits on all Sub-Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Client's audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety file.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven working days of completion of the audit and file a copy on the Site Safety file.

#### **2.5.14 Emergency Procedures / Plans.**

- 1) The Principal Contractor shall submit a detailed Emergency Procedure / Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s, including the following key elements:
  - List of competent key personnel;
  - Details of emergency services;
  - Actions or steps to be taken in the event of the specific types of emergencies;
  - Information on hazardous materials / situations.
- 2) Emergency Procedures / Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major and minor incidents / accidents and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and be displayed in a prominent position on site.
- 4) Emergency Procedures / Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or, in the absence of a Safety, Health and Environmental Officer, by the Construction Work Supervisor.
- 5) Emergency Procedures / Plans must form part of the agenda of monthly safety meetings as the Procedures / Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

#### **2.5.15 First Aid Boxes and First Aid Equipment.**

- 1) The Principal Contractor and Sub-Contractors shall appoint First Aider(s) in writing in terms of the legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training, should they not have received such training prior to commencement of work on site.
- 3) Valid First Aid certificates for all First Aider(s) are to be kept on site in the Site Health and Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Sub-Contractors with more than 5 employees on site shall supply their own first aid box.

#### **2.5.16 Accident / Incident Reporting and Investigations.**

- 1) Injuries are to be categorized into the following categories:
  - First aid incidents,
  - Medical assistance incidents,
  - Disabling incidents,
  - Fatal injuries and
  - Near misses.
- 2) All Sub-Contractors have to report on the 5 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his / her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractor or his/her Competent person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents that have occurred on site must be reported in the prescribed period and manner in terms of Section 24 of the Act to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms, must be forwarded to the Client immediately after completion.

#### **2.5.17 Hazards and Potential Situations.**

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages, the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

### **2.5.18 Personal Protective Equipment (PPE) and Clothing.**

- 1) The Principal Contractor and Sub-Contractors shall ensure that all their workers are issued with and wear hard hats, safety boots/shoes and overalls as the minimum required PPE.
- 2) The Principal Contractor and Sub-Contractor shall make provisions and keep adequate quantities of SABS-approved PPE on site at all times.
- 3) The Principal Contractor and Sub-Contractor shall clearly outline procedures to be taken when PPE or clothing is:
  - Lost or stolen;
  - Worn out or damaged.
- 4) The Principal Contractor must at all times ensure that no person enters the site without the required Personal Protective Equipment.
- 5) Visitors to the site must be provided with the required PPE such as hard hats, earmuffs and eye protection.
- 6) Visitors to the site must wear appropriate footwear for a construction site.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to their associated potential of injury to the user; only double-lanyard safety harnesses are permitted.
- 10) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 11) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 12) Any person performing welding or brazing work must wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 13) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid-resistant overalls must be provided.
- 14) Ear protection must be worn in designated noise zones (in excess of 85 dB).
- 15) Suitable respirators must be provided to all employees and visitors required to be working in or entering areas where toxic vapors could be present.
- 16) All staff working in an elevated position (2m or higher), or where the potential exists that such persons may fall, must be provided with a suitably secured safety harness.
- 17) Any person refusing to wear Personal Protective Equipment must be instructed to wear such equipment and, in the event of such person refusing to wear such equipment, he/she must be removed from the premises.

### **2.5.19 Health and Safety Signage.**

- 1) The Principal Contractor shall provide adequate on-site H&S signage

including, but not limited to: "no unauthorized entry" "report to site office" "site office", "beware of overhead work" and "hard hat area".

- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g., access routes, stairways, entrances to structures and buildings, scaffolding and other potential risk areas/operations.

#### **2.5.20 Permits.**

- 1) The Principal Contractor shall draft and implement where required, permits which may include the following:
  - Use of explosives and blasting,
  - Work for which a fall prevention plan is required,
  - Electrical work.
  - Work in confined space.
- 2) The Principal Contractor will ensure that where permits are required that they are sustained and adhered to.

## **2.6 Operational Requirements.**

### **2.6.1 Emergency Preparedness, Contingency Planning and Response**

- 2.6.1.1 The Principal Contractor must develop a site Evacuation Plan detailing specifications for the appropriate appointments of a firefighting team, first aid an emergency coordinating team. In addition to this, mustering points must be identified and depicted by the use of appropriate symbolic signage (SANS approved). The Emergency Evacuation Plan must be approved by the Principal Contractor in consultation with the Client, or Clients Agents.
- 2.6.1.2 The Site Manager must conduct an **emergency identification exercise** and establish what emergencies could possibly develop. He/she must then develop a detailed contingency plan and emergency procedure. Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major and minor incidents/accidents and any other anticipated emergencies.
- 2.6.1.3 Emergency Procedures/Plans must form part of the agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.
- 2.6.1.4 The Contractors must hold regular (every 6 months) practice drills of the contingency plans and emergency procedures to test them and to familiarise employees with them.
- 2.6.1.5 Principal Contractor/Sub- Contractor must appoint a competent person to act as Emergency Controller/Coordinator.
- 2.6.1.6 A contact list of all **emergency service providers** (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available for site personnel. An emergency situation, which is likely to require outside emergency assistance, may attract mass circulation, written media or electronic media attention and be harmful to the Client's reputation. No person may comment on the incident on site without prior approval from the Client.

- 2.6.1.7 Lighting (Environmental Regulation 3)  
The contractor is to ensure that wherever work is performed where the lighting conditions are less than the minimum requirement as defined in Environmental Regulation 3, and relative schedules, that this is supplemented with additional lighting capacity to ensure that all works contemplated can be conducted safely.
- 2.6.1.8 The Principal Contractor shall not undertake any night work without written permission from the Client or its Agent. The principal contractor shall ensure that adequate lighting is provided for all night work and failure to do so shall result in the work being stopped.

## 2.6.2 First Aid (General Safety Regulation 3)

- 2.6.2.1 The Contractor must provide First Aid equipment and, if necessary, a stretcher and have qualified First Aider/s as required by General Safety Regulation 3 of the OHS Act.
- 2.6.2.2 The Contractor's Contingency Plan must include the arrangements for the speedy and prompt transporting of injured or ill person/s to a medical facility, or of arranging emergency medical aid to the person/s that may require it.
- 2.6.2.3 All contractors on site shall wherever possible assist other contractors' injured employees as the need arises.

## 2.6.3 Security

- 2.6.3.1 Principal Contractor or Site Manager will establish site **Access rules** and implement and maintain these throughout the construction period. The Principal Contractor is to comply with local Metropolitan Council's Traffic Department rules for access to site. Access control must include the rule that non-employees will not be allowed on site unaccompanied and without good reason.
- 2.6.3.2 The Principal Contractor or Site Manager will develop a set of **Security rules and procedures** and maintain these throughout the construction period.

## 2.6.4 Fall Protection (Working in Elevated Positions) (Construction regulation 10.)

- 2.6.4.1 A pre-emptive Risk Assessment will be required for any work to be carried out above two metres from the ground or any floor level and will be classified as "Work in Elevated Positions".
- 2.6.4.2 As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is safe, and whilst working in this position, be wearing and using a **double lanyard, full body harness** that will be worn to prevent the person falling from the platform, ladder or other device utilised.

This safety harness will be, as far as is possible, secured to a point away from the edge over which the person might fall and the double lanyard must be of such a length that the person will not be able to move over the edge.

In addition, any platform, slab, deck or surface forming an edge over which a person may fall must be fitted with guard rails at two different heights as prescribed in SANS 10085 Code of Practice for the Design, Erection, Use and Inspection of Access Scaffolding

- 2.6.4.3 Workers working in elevated positions must be trained to do this safely and without risk. It will be required that all employees will undergo a "Working at heights" training programme before they will be allowed to commence work. Proof of training must be maintained on the contractor's site safety file.
- 2.6.4.4 The Risk Assessments shall place specific emphasis on the placing and handling of roofing materials such as IBR sheeting, or similar materials, which, when exposed to windy conditions, represents a serious safety hazard.
- 2.6.4.5 All lifeline secure/anchor points must be designed and signed off by a Design Engineer. Life lines must have a SWL displayed and the SWL certificate must be kept on site.
- 2.6.4.6 **Medical certificates of fitness for all employees must be available on site. This must be issued by a registered Occupational Health Practitioner.**

## **2.6.5 Structures (Construction Regulation 11)**

The Contractor will ensure that in terms of the Construction Regulations 11:

- That the structure on / in which work is to be performed has been inspected by a certified structural engineer declaring the structure to be safe for construction work processes.
- Steps are taken to ensure that no structure becomes unstable or poses a threat of collapse due to construction work being performed on it, or in the vicinity of it.
- No structure is overloaded to the extent where it becomes unsafe; if uncertainty arises then the structural engineer is to be consulted.
- He / she has received from the designer the following information:
  - Information on known or anticipated hazards relating to the construction work and the relevant information required for the safe execution of the construction work.
  - A geo-scientific report (where applicable)
  - The loading that the structure is designed to bear.
  - The methods and sequence of the construction process.
  - All drawings pertaining to the design are on site and available for inspection.
- The structural engineer shall carry out inspections at appropriate and sufficient intervals of the construction work involving the design of the relevant structure to ensure compliance with the design and record the results of these inspections in writing. These records shall be maintained on the relevant site safety files as per Construction regulation 11(2)(d).

## **2.6.6 Temporary Works - Formwork & Support Work (Construction Regulation 12.)**

- Temporary works i.e., Formwork & Support work (F&SW) must be carried out under the supervision of a competent person designated in writing.
- F&SW structures must be so designed, erected, supported, braced and maintained such that it will be able to support any vertical or lateral loads that may be applied.
- No load is to be imposed onto the structure that the structure is not designed to carry.
- F&SW must be erected in accordance with the structural design drawings for that F&SW and, if there is any uncertainty, the designer must be consulted before proceeding with the erection / use of the F&SW.
- All design drawings pertaining to the F&SW must be kept available on site.

- All equipment used in the erection of F&SW must be checked by a competent person before use.
- The foundation or base upon which F&SW is erected must be able to bear the weight and keep the structure stable.
- Employees erecting F&SW must be trained in the safe work procedures for the erection, moving and dismantling of F&SW.
- Safe access/egress (and emergency escape) must be provided for workers.
- A competent person must inspect F&SW structures that have been erected before, during and after the pouring of concrete, or the placing of any other load, and thereafter daily until the F&SW is stripped.
- The results of all inspections must be recorded in a register kept on site.
- The F&SW must be left in place until the concrete has reached sufficient strength to bear its own weight plus any additional weight that may be imposed upon it and not until the designated competent person has authorised its stripping in writing.
- Any damaged F&SW must be repaired / rectified immediately. Deck panels must be secured against displacement.
- The Contractor must ensure that no employee is exposed, or required to work on slippery and dangerous surfaces.

#### **2.6.7 Excavations, Shoring, Dewatering or Drainage. (Construction Regulation 13.)**

- All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations dated 07 February 2014.
- Before excavation work begins the stability of the ground must be evaluated.
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced or where:
  - the excavation is in unstable material or,
  - the sides of the excavation are not sloped back to at least the maximum angle of repose measured relative to the horizontal plane
- The shoring or bracing may not be left out unless written permission has been obtained from the appointed competent person and shoring and bracing must be designed and constructed to safely support the sides of the excavation
- Where uncertainty exists regarding the stability of the soil, the opinion of a competent professional engineer or professional technologist must be obtained, whose opinion will be decisive. The opinion must be recorded in writing and signed by the engineer or technologist as well as the appointed excavation supervisor.
- No load or material may be placed near the edge of an excavation if it is likely to cause a collapse of the trench unless suitable shoring has been installed to be able to carry the additional load.
- Any neighbouring building, structure or road that may be affected or endangered by the excavation must be protected from damage or collapse.
- Every excavation must be provided with a safe means of access and egress that must be within 6 metres of any worker within the excavation.
- The location and nature of any existing services such as water, electricity, etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe before workers enter the excavation.

- Every excavation, including the shoring and bracing, or any other method to prevent collapse, must be inspected by the appointed competent person as follows:
  - daily before work commences, and before every shift.
  - after every blasting operation, where applicable.
  - after an unexpected collapse of the excavation.
  - after substantial damage to any supports, or
  - after rain, high winds or any other adverse weather condition.
- Adequate provision must be made to ensure that water is drained from excavations where water may enter such excavations as a result of seepage or rain.
- All excavations made by the Contractor must be clearly demarcated and protected to prevent accidental access. **Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.**
- All piling augers must be equipped with piling gates when clearing soil from the augers.
- A clearing where no persons will be allowed to work will be maintained around the piling rig. This clearing radius will be equivalent to the height of the piling rig.

#### **2.6.8 Access Scaffolding (Construction Regulation 16)**

Access Scaffolding must be erected, used and maintained safely in accordance with Construction Regulation 16 and SA Bureau of Standards Code of Practice, SANS 10085/1 entitled, "The Design, Erection, and Use & Inspection of Access Scaffolding.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. It must also be ensured that there is sufficient material available to erect the scaffolding properly.

Scaffolding may only be erected, altered or dismantled by a person who has the appropriate training and experience in this type of work, or under the supervision of such a person

Specific attention must be given to the appointment of Scaffolding Inspectors and Scaffolding Erectors who shall not be the same person. The continuous inspection of scaffolding structures must be recorded on the applicable Scaffold register.

Tagging/Signs reflecting the status of the scaffold must be used and fixed to the structure at all times. (Safe to use/unsafe to use)

#### **2.6.9 Explosive Actuated Fastening Device. (Construction Regulation 21)**

Every Explosive Actuated Fastening Device (Explosive Powered Tool) must be:

- Provided with a guard around the muzzle to confine flying fragments or particles.
- Fitted with a firing mechanism that will prevent the EPT from firing unless it is pushed against the surface and at a right angle (where the EPT is fitted with an intermediate piston between the charge and the nail, this requirement is waived)
- The Contractor or user must ensure that:
  - Only the correct type of cartridge is used. (product specific)
  - The EPT is cleaned and inspected daily before use by an appointed competent person who maintains a register with the findings of his inspection and the details of cleaning, service and repairs
  - The safety devices are in good working order before the EPT is used.

- When the EPT is not being used it is stored in an unloaded condition together with the cartridges in a safe/secure place inaccessible to unauthorised persons.
- A warning notice is displayed at the point where the EPT is in use.
- The issue and return of cartridges must be controlled by maintaining the issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges.
- Users/operators of the EPT have received the necessary training and have been authorised as being competent to use/operate the EPT.
- Users/operators must wear the prescribed PPE whilst using / operating the tool.

#### **2.6.10 Tower cranes, Cranes & Lifting Equipment (CR 22) (DMR 18)**

Cranes and Lifting equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of the Driven Machinery Regulation of the OHS Act:

- It is to be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. Provided that when this mass load varies with the conditions of use, a table showing the maximum mass load with respect to every variable condition shall be posted by the user in a conspicuous place easily visible to the operator.
- Each winch on a lifting machine must at all times have at least three full turns of rope on the drum when the winch has been run to its lowest limit.
- It must be fitted with a brake or other device capable of holding the MML. This brake or device must automatically prevent the downward movement of the load when the lifting power is interrupted.
- It must be fitted with a load-limiting device that automatically arrests the lift when:
  - the load reaches its highest safe position or,
  - when the mass of the load is greater than the MML
- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available, the factor of safety must be"
  - Chains- 4 (four)
  - Steel wire ropes -5 (five)
  - Fibre ropes- 10 (ten)
- Every hook or any other load-attaching device which forms an integral part of the lifting machine must be so designed or proportioned that accidental disconnection of the load under working conditions cannot take place.
- Every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's prescription or to 110% of the MML
- In addition, all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine, must be inspected every 6 months by a competent person
- All maintenance, repairs, alterations and inspection results must be recorded in a logbook and each lifting machine must have its own logbook.
- No person may be lifted by a lifting machine not designed for lifting persons, unless in a cradle approved by the inspector of the Department of Labour
- Every jib crane with an MML of 5 000 kg or more at minimum jib radius must be provided with a load indicator or a load lifting limiting device.

Lifting Tackle:

- To be manufactured of sound material, well-constructed and free from blatant defects.
- To be clearly and conspicuously marked with ID tag and MML
- Worn and damaged steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident. Furthermore, under normal operating conditions the ropes must be examined by a competent person every three months for this purpose and the results recorded.
- At least two banksmen will be allocated to each tower crane (One where the load is picked up and one where the load is dropped off). There will be constant radio communication between the banksman and the crane operator. The banksman will warn employees of the overhead load by means of a whistle. This will be done for the whole time the load is suspended, and until this load has been lowered and unhooked.

Operator:

- Every lifting machine operator must be trained, in possession of a valid medical certificate and certified competent (AIA approved) for the type of lifting machine that he / she is operating. This shall be machine specific.
- Operators of Jib cranes with an MML of 5,000 kg or more must be in possession of a certificate of training issued by an accredited (Chief Inspector approved) training provider.

#### **2.6.11 Construction Vehicles & Mobile Plant (Construction Regulation 23)**

Construction Vehicles and Mobile Plant may be inspected by the Principal Contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the OHS Act and Regulations.

Construction Vehicles and Mobile Plant to be:

- of acceptable design and construction.
- maintained in good working order.
- used in accordance with the design and intention for which they were designed.
- Operated/driven by medically fit, trained, licensed, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive or operate vehicles or plant.
- operators and drivers must be in possession of a valid medical certificate declaring the operator/driver physically and psychologically fit to operate or drive vehicles or plant.
- fitted with adequate signalling devices to make movement safe, including reversing.
- provided with roll-over protection, and fitted with appropriate seat which shall be used during vehicles or plant operations.
- inspected daily before start-up by the driver/operator/user and the findings recorded in a register/log book.
- fitted with two head and two taillights whilst operating under poor visibility conditions, and in addition they shall be equipped with 'hazard warning' rotating orange light, which must be used whenever the vehicles or plant is in use on site.
- No loose tools, material etc. is allowed in the driver/operator's compartment/cabin nor in the compartment in which any other persons are transported.
- CV&MP used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

- Operators are to be issued with Personal Protective Equipment as required and identified by the Risk Assessments.
- Only licensed and road worthy vehicles will be allowed on the public roads.
- No person may ride on a CV&MP except in a safe place provided by the manufacturer for this purpose.

The construction site must be organised to facilitate the movement of CV&MP so that pedestrians and other vehicles are not endangered. Traffic routes are to be suitable, sufficient in number and adequately demarcated.

CV&MP left unattended after hours adjacent to roads and areas where there is traffic movement must be fitted with lights, reflectors or barricades to prevent moving traffic coming into contact with the parked CV&MP.

In addition, CV&MP left unattended after hours must be parked with all buckets, booms etc. fully lowered, the emergency brakes engaged and, where necessary, the wheels chocked, the transmission in neutral and the motor switched off and the ignition key removed and stored safely.

Workers employed adjacent to, or on public roads must wear reflective safety vests. All CV&MP inspection records must be kept in the OH&S File.

#### **2.6.12 Electrical Installations (Construction Regulation 24, Electrical Installation Regulations)**

The installation of temporary electricity for Construction shall be in accordance with the Construction regulation 24 and the Electrical Installation Regulations.

The Contractor must ensure that:

- Temporary electrical installations must be inspected at least fortnightly by a competent person and a record of the inspections kept on the OH&S File. In addition, a Certificate of Compliance (CoC) must accompany all temporary installations specific to that installation, or where necessary, for the complete facility, whichever is required.
- Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver / operator or any other competent person and a record of the inspections kept on the OH&S File.
- All temporary electrical installations must be controlled by a competent person appointed in writing and who should be registered with the Electrical Contracting Association or other statutory body.
- All switches on distribution boards are labelled and numbered.
- All distribution boards are locked and the main switch is to be accessible through cut out in the door.

#### **2.6.13 Use & Storage of Flammables (Construction Regulation 25)**

The Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present.
- The workplace is effectively ventilated. Where this cannot be achieved:
  - Employees must wear suitable respiratory equipment
  - No smoking or other sources of ignition is allowed into the area
  - The area is conspicuously demarcated as "flammable materials"
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container approved by the local Fire Marshall, cage or room that is kept locked with access control measures in place and sufficient firefighting equipment installed and fire prevention methods practised e.g., proper housekeeping.
- Containers (including empty containers) to be kept closed to prevent fumes /vapours from escaping and accumulating in low lying areas.

- Metal containers to be bonded to earth whilst decanting to prevent build-up of static electricity.
- Welding and other flammable gases to be stored and segregated as to type of gas and empty and full cylinders.

#### **2.6.14 Housekeeping (Construction Regulation 27)**

The Contractor to ensure that:

- Housekeeping is continuously implemented.
- Materials & equipment are properly stored.
- Scrap, waste & debris are removed regularly.
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free movement of pedestrian and vehicle traffic.
- Waste & debris not to be removed by disposing from heights, but by chute, crane or hoist.
- An unimpeded work space is maintained for every employee.
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done.
- As far as is practicable, every floor, walkway, stair, passage and gangway are kept in good state of repair, slip and trip free and free of obstruction, waste and materials
- A sufficient amount of waste bins and dustbins must be placed in strategic positions on site.
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.
- All public roads must be kept clean and free from any mud.
- Vehicle access must be controlled in such a way that passing traffic is not at risk of colliding with construction vehicles.

#### **2.6.15 Stacking & Storage (Construction Regulation 28)**

The Contractor/Employer must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage of materials on the construction site.
- Adequate storage and lay-down areas are provided and demarcated.
- The storage areas are kept neat and under control.
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack.
- The items in the lower layers can support the weight exerted by the top layers.
- Pipes stacked on top of one another are chocked to prevent the pipes from rolling.
- Cartons and other containers that may become unstable due to wet conditions are kept dry.
- Pallets and containers are in good condition and no material is allowed to spill out.
- The articles that make up a single tier are consistently of the same size, shape and mass.
- Structures for supporting stacks are structurally sound and able to support the mass of the stack.
- No articles are removed from the bottom of the stack, but from the top tier first.

- Anybody climbing onto a stack can and does so safely and that the stack is sufficiently stable to support him/her. Stacking supervisor is to determine if the stack is sufficiently stable to support the person.
- Stacks that are in danger of collapsing are broken down and restacked.
- Stability of stacks are not threatened by vehicles or other moving plant and machinery.

#### **2.6.16 Fire Prevention and Protection (Construction Regulation 29)**

The Contractor must ensure that:

- The risk of fire is avoided.
- Sufficient & suitable storage of flammables is provided.
- Sources of ignition is obviated wherever flammable or highly combustible material is present in the workplace e.g.:
  - Notices prohibiting smoking are displayed and enforced.
  - Welding and flame cutting are only allowed under controlled conditions that include written hot work permits.
  - Only spark-free hand and power tools are used.
  - No grinding, cutting and shaping of ferrous metals are allowed using electrically driven Power tools that produce sparks
  - Flameproof switches & fittings are to be used in the flammable atmosphere.
  - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles.
  - Adequate ventilation is maintained.
  - Adequate and suitable portable fire-fighting appliances are provided and maintained in good working order.
- Maintenance must include:
  - Regular inspection by a competent person appointed in writing and keeping a register.
  - Annual inspection and service by an accredited service provider.
- Employees are instructed in the use of the Fire Fighting equipment and know how to attempt to extinguish a fire. (Proof of training must be kept on record.)
- A sufficient number of employees are appointed and trained to act as the Emergency Team to deal with fires and other emergencies.
- Employees are informed with regards to emergency evacuation procedures and escape routes.
- Emergency escape routes are kept clear at all times.
- Evacuation assembly points are demarcated.
- Evacuation is practised to ensure that all personnel have been promptly evacuated.
- Roll call is held after evacuation to account for all personnel and ensure that no one person has been left behind.
- No smoking on site. Smoking areas and facilities must be made available with smoking times.
- No open fires will be allowed on site.

#### **2.6.17 Construction Employee's Facilities (Construction Regulation 30)**

The following will be the minimum requirements:

##### **Toilets**

The provision of Toilets is required in terms of the National Building Regulations and Construction Regulation 30.

Chemical toilets are allowed instead of the water borne sewerage type.

- These toilets must be screened off to provide privacy.
- Separate gender toilets must be made available.
- Toilets have to be provided at a ratio of 1 toilet per 30 workers.
- Toilets must be cleaned and disinfected at regular intervals during the course of the day.

**Washing - Contractor Responsibility.**

- At least cold-water showers are to be provided at a ratio of 1 shower per 15 workers.
- Some form of suitable screening of the showers must be provided.
- Separate gender shower facilities must be provided.
- Showers must be cleaned and disinfected at regular intervals during the course of the day.

**Change Rooms - Contractor Responsibility**

- Some form of suitably screened off changing facility, must be provided and separated for each sex.
- Change rooms must be cleaned and disinfected at regular intervals during the course of the day.

**Eating Facility - Contractor Responsibility**

- Some form of shelter from the sun, wind and rain must be provided.
- No sleeping on site will be allowed (this is to be communicated in the Toolbox talks)
- Eating areas must be cleaned and disinfected before and after use each day.

**2.6.18 Hazardous Chemical Substances (Hazardous Chemical Substances Regulations)**

The Contractor/Employer must ensure that:

- Employees receive the necessary information & training to be able to use and store HCS safely.
- Employees obey lawful instructions regarding:
  - The wearing and use of protective equipment.
  - The use and storage of HCS.
  - The prevention of the uncontrolled release of HCS.
  - The wearing of exposure monitoring and measuring equipment.
  - The cleaning up and disposal of materials containing HCS.
  - Housekeeping, personal hygiene and the protection of the environment.
- The Risk Assessments required in terms of Construction Regulation 7 include employee exposure to HCS and that the necessary steps to protect persons from being adversely affected by HCS present or used in the workplace, are addressed.
- Suppliers provide the necessary information in the form of a Material Safety Data Sheet (MSDS) regarding a HCS required to ensure the safe use and storage of that HCS (All MSDS's must be kept on site)
- An up-to-date Master list is kept on site of HCS's stored and used together with the MSDS's of the said HCS's.
- HCS containers are clearly marked as to the contents and main hazardous category e.g., "Flammable" or "Corrosive" and the reference number of the HCS on the list indicated above HCS.
- HCS waste is disposed of safely in terms of hazardous waste disposal requirements.

**2.6.19 Personal & Other Protective Equipment (Sections 8 of the OHS Act)**

The Contractor is required to identify the hazards in the workplace and deal with

them appropriately. He must either eliminate them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health and safety under the hazardous conditions.

Personal Protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigate hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this matter and to issue, free of charge, suitable equipment to protect them from any hazards.

It is a further requirement that the Contractor maintain this equipment, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear prescribed protective equipment for health or any other reason, the employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed.

The Contractor may not charge any fee for protective equipment prescribed by him/her but may charge for equipment under the following conditions:

- Where the employee requests additional issue in excess of what is prescribed.
- Where the employee has blatantly abused or neglected the equipment leading to early failure.
- Where the employee has lost the equipment.

All employees shall, as a minimum, be required to wear the following PPE on site.

- Protective overalls displaying their company name.
- Protective footwear.
- Protective headwear.
- High visibility jackets displaying their company name.
- Chin straps on protective headwear when working in elevated positions.
- Ear plugs or ear muffs where required.
- Goggles where required.

#### **2.6.20 Portable Electrical Tools & Equipment (Electrical Machinery Regulation 9)**

Portable electrical tools and equipment includes every unit that draws electrical power and is moved around for use in the workplace i.e. drills, saws, grindstones, portable lights, etc. In addition, electrical appliances such as fridges, hotplates, heaters, etc. must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment must be governed by the following:

- Regular inspections by a competent person appointed in writing (Daily inspections before use)
- Inspection must be performed by a competent person and the results recorded in a register.
- Only competent authorised persons are allowed to use portable electrical tools and equipment.
- The correct protective equipment is worn/used whilst operating portable electrical tools and equipment
- Must be maintained in good condition at all times to prevent an electrical shock to the user.

- All equipment must be fitted with a switch to allow for safe & easy starting and stopping.

Portable Lights:

- Must be fitted with a robust non-hygroscopic non-conducting handle.
- The lamp must be protected by a robust and weather proof guard.
- The cable lead-in must withstand rough handling.
- Registers be maintained for each piece of equipment and findings of regular inspections must be entered.
- Inspections must concentrate on plug, cord, switch and any obvious faults.
- When used in wet/damp conditions, it must be protected, as for portable electrical tools above.

#### **2.6.21 Public Health & Safety (Section 9 of the OHS Act)**

The Principal Contractor/Sub-Contractor will be responsible for ensuring that all employees, professional team members, visitors, and employees who wish to gain entry onto site in addition to all employees working on this project, are made aware of the dangers likely to arise from construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. Examples of non-employees include persons entering the site for whatever reason, the surrounding community and passers-by to the site.

Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.

No person must be permitted to enter site without first signing a register and undergoing symptomatic screening for the corona virus.

The construction site area must be enclosed with at least a 1,8 meters high fence. The contractor must ensure that all access to the construction area is controlled and enforced.

All non-employees entering the site must receive induction on the hazards and risks and the control measures to mitigate these.

Adequate dust suppression techniques must be implemented.

All truck loads must be covered to prevent materials falling onto public roads.

Noise levels to be managed during construction to minimise disturbances to neighbours.

#### **2.6.22 Edge Protection and Barricading**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected.

The Principal Contractor's fall protection plan must detail the following safety measures: Protection of decking edges; finished floor slab edges; stairways; floor penetrations; lift shafts; and all other openings and areas from where a person may fall.

The placement of edge protection at deck edges must be coordinated so as to minimize the time that such edge protection is not in place (programming issue between Principal Contractor and Formwork/support work Contractor).

The removal of edge protection from formwork decks and the subsequent replacement thereof at the finished floor edge must be systematically coordinated by the Principal Contractor.

During the erection of formwork and support work, edge protection may be waived in lieu of fall arrest equipment. The Principal Contractor and contractors' fall protection plans must include the strategies for management of edge protection and penetrations.

#### **2.6.23 Ladders**

The Principal Contractor must ensure that all ladders are:

- inspected daily with monthly records kept;
- in good safe working order;
- the correct height for the task;
- extend at least 1m above the landing;
- fastened and secured; and
- used at a safe angle.

Stepladders must be safe for use, must be the correct height for the task at hand and the top two rungs may not be used. Records of inspections must be kept in a register on site. Contractors using their own ladders must ensure the same.

#### **2.6.24 Hot Work**

The Principal Contractor must ensure that all contractors and workers doing Hot Work (steel cutting, welding etc) are in strict compliance with General Safety Regulation 9, sections 1,2,3,4 & 5

#### **2.6.25 Pressure Equipment**

The Principal Contractor and all relevant Contractors shall comply with the Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators / users;
- Providing the relevant PPE and clothing;
- Inspect equipment regularly (every month) and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers) on hand;
- Oxygen and acetylene bottles must be secured on a trolley, in an upright position, must not show signs of corrosion or damage and must have flash back arrestors fitted, on both the bottles and torches.

#### **2.6.26 Night Work.**

All Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

#### **2.6.27 Environmental Management.**

- The Principal Contractor and Sub-Contractors shall take all the precautionary steps to prevent any pollution of the Environment.
- Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- Plans to deal with spillages must be in place and maintained.
- No waste materials, liquid or solid, may be disposed of in drains.

#### 2.6.28 Alcohol and other drugs.

- No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- No person may be under the influence of alcohol or any other drugs while on the construction site.
- Any person on prescription drugs must inform his/her employer, who shall in turn report this to the Principal Contractor forthwith.
- Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal contractor for his records.

Roosboom Small Clinics

**ANNEXURE A: TASK COMPLETION FORM****ROOSBOOM CLINIC.**

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S Plan where applicable.

| Item No. | Requirement   | OH&SA Requirement  | Submission Date                            |
|----------|---|--|--|
| 1        | Health and Safety Plan  | Complete Annexure A (Construction Regulations)                                     | Upon notification of intention to appoint. |
| 2        | Assignment of Responsible Persons   | All relevant appointments as per OH&S Act, Construction Regulations and Annexure B | Together with Health & Safety Plan         |
| 3        | Competence of Responsible persons.  | Client Requirement and OH&S Act  | Together with Health & Safety Plan         |
| 4        | Compensation of Occupational Injuries and Diseases Act (COID Act 130 of 1993) | Construction Regulations and Client Requirement                                    | Together with Health & Safety Plan         |
| 5        | Occupational Health and Safety Policy   | OH&S Act   | Together with Health & Safety Plan         |
| 6        | Health and Safety Organogram  | Client Requirement   | Together with Health & Safety Plan         |
| 7        | Initial Hazard Identification and Risk Assessment.                            | Construction Regulations   | Together with Health & Safety Plan         |
| 8        | Proof of Public Liability Insurance   | Construction Regulations   | Together with Health & Safety Plan         |

## ANNEXURE B: ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS:

## ROOSBOOM CLINIC.

The Principal Contractor shall make some of the following appointments according to the initial risk assessment, or as deemed necessary; (further appointments could become necessary as the project progresses.)

| Appointment  | OHS Act Reference            | Requirement abbreviated.  |
|--|------------------------------|---|
| CEO Assignee   | Section 16(2) of the OHS Act | A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person   |
| Construction Manager                                     | Construction Regulation 8(1) | A competent person to supervise and be responsible for Safety, Health and Environmentally related issues on site. The person is appointed to assist the Section 16(2) assignee with his/her overall duties. |
| Assistant Construction Manager                           | Construction Regulation 8(2) | A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.  |
| Health and Safety Officer                                | Construction Regulation 8(5) | A full-time or part-time construction Safety Officer to assist in the control of all safety related aspects on site.  |
| Construction Supervisor                                  | Construction Regulation 8(7) | A competent person responsible for construction activities and ensuring Health & Safety compliance on the construction site.  |
| Assistant Construction Supervisor                        | Construction Regulation 8(8) | A competent person(s) responsible for assisting the Construction Supervisor in ensuring Health & Safety compliance for certain defined section(s) of the construction site.                                 |
| Risk Assessment Co-coordinator                           | Construction Regulation 9    | A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to contractors and sub-contractors.   |
| Fall Protection Plan Developer                           | Construction Regulation 10   | A competent person(s) to prepare and amend the Fall Protection Plan.  |
| Temporary works Inspector                                | Construction Regulation 12   | A competent person(s) to inspect formwork and support work.   |
| Excavation Inspector                                     | Construction Regulation 13   | A competent person(s) to inspect excavation work and ensure that approved safe working procedures are followed at all times.  |
| Scaffolding supervisor                                   | Construction Regulation 16.1 | A competent person(s) to erect scaffolding  |
| Explosive Actuated Fastening Device Inspector/Supervisor | Construction Regulation 21   | A competent person(s) to inspect and clean the tool daily and control all operations thereof.   |

| Appointment  | OHS Act Reference                   | Requirement abbreviated.  |
|--|-------------------------------------|---|
| Temporary Electrical Installations Supervisor        | Construction Regulation 24          | A competent person(s) to control all temporary electrical installations.  |
| Stacking & Storage Supervisor                        | Construction Regulation 28          | A competent person(s) to supervise all stacking and storage operations  |
| Fire-fighting equipment Inspector                    | Construction Regulation 29          | A competent person(s) to inspect fire-fighting equipment.   |
| Safety, Health and Environmental Representative      | Section 17 of the OHS Act           | A competent person(s) to inspect H&S in reference to plant, machinery, Health & Safety of persons in the workplace and Environmental Management.  |
| Safety, Health and Environmental Committee Member(s) | Section 19 of the OHS Act           | A competent person(s) representing the employer to assist with the on-site Safety, Health and Environmental matters.  |
| Incident/Accident Investigator                       | General Administrative Regulation 8 | <p>A competent person(s) to investigate incidents / accidents on site and could be:</p> <ul style="list-style-type: none"> <li>• The employer</li> <li>• SHE Representative</li> <li>• Designated person</li> <li>• Members of the H&amp;S Committee</li> </ul> |
| First Aider  | General Safety Regulation 3         | A qualified person to address all on-site first aid cases.  |
| Ladder Inspector                                     | General Safety Regulation 13A       | A competent person(s) to inspect monthly and ensure that they are safe for use.   |
| Lifting Machinery and Equipment inspector            | Driven Machinery Regulation 18      | A competent person(s) to inspect lifting machines, equipment & tackle.  |

## ANNEXURE C: OTHER REQUIREMENTS

## ROOSBOOM CLINIC.

The Principal Contractor shall comply with, but not be limited to, the following requirements, and report on these to the Client at progress meetings, or at least monthly, whichever is the sooner.

| What                                     | When  | Output   | Accepted by Client and date. |
|--|---|--|------------------------------|
| Induction training                       | Every worker before he/she starts work.           | Attendance registers   |                              |
| Awareness training (Tool box talks)      | At least weekly                                   | Attendance registers   |                              |
| Safety, Health and Environmental Reports | Monthly   | Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations</li> <li>• Non-conformances by employees &amp; external H&amp;S audit reports</li> </ul>  |                              |
| Emergency procedures                     | Ongoing evaluation of procedure                   | Table procedure in writing as well as tel. numbers   |                              |
| Risk assessment                          | Continuous  | Documented risk assessment   |                              |
| Safe work procedures                     | Drawn up before workers are exposed to new risks. | Documented set of safe work procedures (method statements) updated and signed off.   |                              |
| General inspections                      | Daily, Weekly and Monthly                         | Report OH&S Act and Con. Regs. Compliance: <ul style="list-style-type: none"> <li>• Excavations</li> <li>• Formwork and support work</li> <li>• Scaffolding</li> <li>• Ladders</li> <li>• Explosive tools.</li> <li>• Hand tools</li> <li>• Portable electrical equipment</li> <li>• Portable fire extinguishers</li> <li>• First Aid box contents.</li> <li>• Stacking and Storage.</li> <li>• Welfare facilities.</li> <li>• Vehicles and Mobile Plant.</li> </ul> |                              |

| What   | When                      | Output  | Accepted by Client and date. |
|--|---------------------------|---|------------------------------|
| List of Contractors  | List to be updated weekly | Table list, number of workers and Company tel. numbers                        |                              |
| Compensation Commissioner                                    | Ongoing                   | Table list of Contractor's proofs of good standing with the COID Commissioner |                              |
| Construction site rules and Section 37.2 Mandatory Agreement | Ongoing                   | Table a report of all signed up Mandatories                                   |                              |



| SOURCE OF HAZARD<br>Activity / Plant / Materials /<br>Process | RISK TO SAFETY   | RISK TO HEALTH                                    | RISK TO ENVIRONMENT                                    | EFFECT | RISK RATING |   |   |   |  | P.P.E.   | PREVENTATIVE MEASURES  |
|---|--|---|--|--------|-------------|---|---|---|--|--|--|
|   |  |   |  |        | S           | F | P | R |  |  |  |
| 5. Excavate soil by hand                                      | 1. Injury to co-workers from tools being used, i.e. swinging pick.               |   |  | I      | 2           | 1 | 1 | 2 |  | Hard hats, safety boots, overalls, face masks.                             | 1. Spacing of workers.<br>2. Training of workers.<br>3. P.P.E.   |
| 6. Backfilling.   | 1. Live burials of personnel.  |   |  |        |             |   |   |   |  | Hard hats, safety boots, overalls, face masks.                             | 1. Check all areas before backfilling.   |
| 7. Processing and mechanical compacting of soil.              | 1. Vehicles reversing over employees and equipment.                              |   |  | I      | 2           | 1 | 1 | 2 |  | Hard hats, safety boots, ear plugs, dust masks, reflective bibs, overalls. | 1. Reverse hooters on trucks.<br>2. Competent supervision.<br>3. Issue-based risk assessments.<br>4. Awareness training.   |
|   |  | Noise induced hearing loss.                       | 1. Uncontrolled dust.<br>2. Oil leaks from compactors. | H      | 1           | 2 | 2 | 4 |  |  |  |
| 8. Re-inforcing general.                                      | 1. Cuts and lacerations.   |   |  | E      | 1           | 1 | 2 | 2 |  |  |  |
| 9. Concrete work (foundations)                                | 1. Personnel and equipment falling in excavation.                                |   |  | I      | 1           | 2 | 2 | 4 |  | Safety boots, gloves, face masks.  | 1. Mark all protruding bars with bright coloured markings, tape.<br>1. Provide safe access.  |
|   |  | Chemical reaction in cement causes dermatitis.    | 1. Spillages on to ground                              | H      | 1           | 2 | 2 | 4 |  |  | 1. Awareness training.   |
| 10. Formwork  | 1. Falls, fractures, death.  |   |  | E      | 1           | 2 | 2 | 4 |  |  | 1. Good housekeeping.  |
| 11. Stripping of formwork.                                    | 1. Falling to ground.<br>2. Falling shutter boards                               |   |  | I      | 2           | 2 | 2 | 8 |  | Life lines and safety harnesses.   | 1. Competent supervision.<br>2. Issue-based risk assessments.<br>3. Training.  |
|   |  |   | 1. Spillages of degreasers onto ground.                | I      | 2           | 2 | 2 | 8 |  | Life lines and safety harnesses.   | 1. Training.<br>2. Create safe working area.   |
| 12. Concrete staircases and decks.                            | 1. Personnel and equipment falling from unprotected edge.                        |   |  | E      | 1           | 2 | 2 | 4 |  | Gloves   | 1. Awareness training.<br>2. Good housekeeping.  |
|   |  | 1. Chemical reaction in cement causes dermatitis. |  | I      | 2           | 1 | 2 | 4 |  | Hard hats, safety boots, gloves, safety harness, overalls.                 | 1. Competent supervision.<br>2. Issue-based risk assessments.<br>3. Training.<br>4. Create safe working area.  |
| 13. Brickwork general.  |  |   |  | E      | 1           | 2 | 2 | 4 |  |  | 1. Good housekeeping.  |
|   |  | 1. Chemical reaction in cement causes dermatitis. | 1. Spillages on to ground                              | H      | 1           | 2 | 2 | 4 |  | Hard hats, gloves, safety boots.   | 1. Awareness training.   |
| 14. Scaffolding erection and dismantling.                     | 1. Falls: fractures, death.<br>2. Falling objects.<br>3. Collapsing of scaffold. |   |  | I      | 3           | 2 | 2 | 8 |  | Overalls, hard hats, safety shoes, gloves, safety harnesses, face masks.   | 1. Training.<br>2. Use qualified erectors<br>3. Secure footing.<br>4. Tie scaffolding.<br>5. Scaffolding in good condition.  |
|   |  | 1. Chemical reaction in cement causes dermatitis. |  | I      | 2           | 2 | 2 | 8 |  | Safety harnesses, hard hats, gloves, safety boots, face masks.             | 1. Appoint Fall prevention planner.<br>2. Develop Fall Prevention Plan.<br>3. Training.<br>4. Create safe working area.<br>5. Competent supervision.<br>6. Issue-based risk assessments. |
| 15. Brickwork at height.                                      | 1. Falls, fractures, death.  |   |  | H      | 1           | 2 | 2 | 4 |  |  |  |

| SOURCE OF HAZARD<br>Activity / Plant / Materials / Process | RISK TO SAFETY  | RISK TO HEALTH   | RISK TO ENVIRONMENT    | EFFECT | RISK RATING |   |   |    | P.P.E.   | PREVENTATIVE MEASURES  |
|--|---|--|------------------------|--------|-------------|---|---|----|--|--|
|  |   |  |                        |        | S           | F | P | R  |  |  |
| 16. Plastering.  | 1. Risk of falling if working at height.  |  |                        | I      | 2           | 1 | 2 | 4  | Safety harnesses, hard hats, gloves, safety boots, face masks.   | 1. Competent supervision.<br>2. Issue-based risk assessments.<br>3. Training.<br>4. Create safe working area.<br>5. Awareness training.  |
| 17. Mixing cement and concrete by hand.                    |   | 1. Chemical reaction in cement causes dermatitis.<br>1. Inhalation of cement dust.<br>2. Contact with skin - dermatitis. | Spillages on to ground | E      | 1           | 2 | 2 | 4  | Dust masks.<br>Gloves.   | Good housekeeping.<br>1. Awareness training.<br>2. Use correct P.P.E.<br>1. Pre-use check.<br>2. Secure at top and bottom.   |
| 18. Ladder usage.  | 1. Fall from ladder.  |  |                        | I      | 2           | 1 | 2 | 4  | Hard hats, safety boots, overall.                                |  |
| 19. Structural steel erection.                             | 1. Falls.<br>2. Falling objects.  |  |                        | I      | 3           | 2 | 2 | 12 | Life line, Safety harness, hard hats, safety boots, face masks.  | 1. Issue-based risk assessments.<br>2. Competent supervision.<br>3. Use of qualified steel riggers.<br>4. Inspection of lifting equipment.<br>5. Use of scaffolding.   |
| 20. Erect roof trusses.                                    | 1. Fall from roof height.<br>2. Materials falling from heights.                                       |  |                        | I      | 3           | 2 | 2 | 12 | Life line, Safety harness, hard hats, safety boots, face masks.. | 1. Competent supervision.<br>2. Issue-based risk assessments.<br>3. Relevant training and preparation.<br>4. Fall arrest equipment.<br>5. Lower unneeded material.<br>6. Provide safe access.<br>7. Barricade areas below.                     |
| 21. Roof sheeting at height.                               | 1. Falls and falling objects.<br>2. Windy and wet conditions.   |  |                        | I      | 3           | 2 | 2 | 12 |  |  |
| 22. Electrical installations.                              | 1. Exposed switches and wires.<br>2. Uninsulated cables and wires.                                    |  |                        | I      | 3           | 2 | 2 | 12 | Safety boots, gloves, overalls, face masks.                      | 1. Awareness training.<br>2. Regular inspections.<br>1. Licensed drivers only.<br>2. Obey driving rules.<br>3. Inspection of vehicles.<br>4. Be aware, be alert, be sober.<br>5. Maintenance records.<br>6. Medical and psychological fitness. |
| 23. Driving vehicles.                                      | 1. Accidents<br>2. Driver competence.<br>3. Unroadworthy vehicles.<br>4. Road and weather conditions. |  |                        | I      | 3           | 2 | 2 | 12 | Safety belts.  |  |
| 24. Fire prevention.                                       | 1. Combustible refuse, waste.<br>2. Flammable liquids.<br>3. Electrical equipment.                    |  |                        | I      | 3           | 1 | 2 | 6  | Hard hats, safety boots, aprons, overalls, face masks.           | 1. Training.<br>2. Good housekeeping.<br>3. Segregated storage of materials.   |
| 25. Load and unload by hand.                               | 1. Back and hand injuries.  |  |                        | I      | 1           | 2 | 2 | 4  | Hard hats, safety boots, gloves, overalls, face masks.           | 1. Training.<br>2. Clear task communication.   |
| 26. Heavy manual work.                                     | 1. Back injuries.   |  |                        | I      | 2           | 2 | 2 | 8  | Hard hats, safety boots, gloves, overalls, face masks.           | 1. Training in SWP's<br>2. Use of lifting equipment.   |
| 27. Falls. (On the ground)                                 | 1. Injuries and bruises.  |  |                        | I      | 1           | 2 | 2 | 4  | Hard hats, safety boots, gloves, overalls, face masks.           | 1. Training.<br>2. Good housekeeping.  |
| 28. Vibration (compactor, jack hammer)                     | 1. Kidney complications.<br>2. Hearing loss.  |  |                        | H      | 1           | 2 | 2 | 4  | Hard hats, safety boots, gloves, ear plugs, face masks.          | 1. Awareness training.<br>2. Regular rest breaks.  |

| SOURCE OF HAZARD<br>Activity / Plant / Materials /<br>Process | RISK TO SAFETY   | RISK TO HEALTH                | RISK TO ENVIRONMENT | EFFECT | RISK RATING |   |   |    |    | P.P.E.   | PREVENTATIVE MEASURES   |
|---|--|-------------------------------|---------------------|--------|-------------|---|---|----|----|--|---|
|   |  |                               |                     |        | S           | F | P | R  | R  |  |   |
| 29. Compressed air tools.                                     | 1. Injures,<br>2. Eye injuries.<br>3. Ruptured ear drums.                                  |                               |                     |        | 1           | 2 | 2 | 2  | 8  | Hard hats, safety boots,<br>goggles, ear plugs, face<br>masks. | 1. Awareness training.<br>2. Pre-use inspections.   |
| 30. Noise.  | 1. Noise induced hearing loss.   |                               |                     | H      | 1           | 2 | 2 | 4  | 4  | Ear plugs, ear muffs, face<br>masks.                           | 1. Carry out noise surveys.<br>2. Erect applicable signage.<br>3. Awareness training of workers.<br>4. Stagger time of noisy activities if<br>affecting non-employees.                                |
| 31. Bad lighting.   | 1. Injuries,<br>2. Falls.  |                               |                     | I      | 1           | 2 | 2 | 4  | 4  | Hard hats, safety boots,<br>goggles, face masks.               | 1. Adequate & emergency lighting.   |
| 32. Awkward postures.   | 1. Back injuries.  | 1. Sufficient access to areas |                     | I      | 1           | 2 | 2 | 4  | 4  |  | 1. Health complications from unnatural<br>postures.   |
| 33. Climbing up and down, on and off.                         | 1. Trips,<br>2. Falls,<br>3. Fractures.  |                               |                     | I      | 2           | 2 | 2 | 8  | 8  | Hard hats, safety boots,<br>overalls, face masks.              | 1. Awareness training.<br>2. Adequate and correct access.   |
| 34. Visual workshop.  | 1. Fall from heights.<br>2. Materials falling from heights.<br>3. Tripping over materials. |                               |                     |        |             |   |   |    |    | Overalls, hard hats, safety<br>shoes, gloves, face masks.      | 1. Proper and regular housekeeping.   |
| 35. Using the right tool for the job.                         | Injuries, cuts, bruises, fractures.  |                               |                     | I      | 1           | 2 | 2 | 4  | 4  | Hard hats, safety boots,<br>goggles, overalls.                 | 1. Awareness training.<br>2. Dispose of damaged tools.<br>3. Correct tool inspections.  |
| 36. Focusing eyes on activity.                                | 1. Trips,<br>2. Falls,<br>3. Fractures.  |                               |                     | I      | 1           | 2 | 2 | 4  | 4  | Hard hats, safety boots,<br>goggles, overalls.                 | 1. Awareness training<br>2. Looking while walking.<br>3. Looking at the task at hand.   |
| 37. Using electric drill.                                     | 1. Eye injuries,<br>2. General injuries,<br>3. Electrical shock.                           |                               |                     | I      | 2           | 2 | 2 | 8  | 8  | Hard hats, safety boots,<br>goggles, overalls.                 | 1. Competent supervision.<br>2. Issue-based risk assessments.<br>3. Competency training.<br>4. Used only by competent user.<br>5. Pre-use checks.<br>6. Monthly inspections.<br>7. Work piece secure. |
| 38. Using an angle grinder.                                   | 1. Severe injuries,<br>2. Electrical shocks.   |                               |                     | I      | 3           | 2 | 2 | 12 | 12 |  |   |
| 39. Using a skill saw.  | 1. Electrical shocks,<br>2. Severe injuries,<br>3. Guard malfunction.                      |                               |                     | I      | 3           | 2 | 2 | 12 | 12 |  |   |
| 40. Using extension leads.                                    | 1. Electrical shocks,<br>2. Trips and falls.   |                               |                     | I      | 2           | 2 | 2 | 8  | 8  | Hard hats, safety boots,<br>overalls.                          | 1. Training.<br>2. Pre-use inspection.<br>3. Maintenance.   |
| 41. Use of hand tools.  | 1. Cuts and bruises.   |                               |                     | I      | 2           | 2 | 2 | 8  | 8  | Hard hats, safety boots,<br>goggles, overalls.                 | 1. Training in use.<br>2. Use correct tool for task.<br>3. Sharpen tools.<br>4. Regular inspections of tools.<br>5. Discard damaged tools.  |

**HEALTH AND SAFETY IMPLEMENTATION COSTING**

Contractor to give a breakdown of his Health and Safety costs on this sheet.

| ITEM     | DESCRIPTION  | UNIT      | QUAN-<br>TITY | MONTHS<br>(Indicative) | RATE | AMOUNT    |
|----------|--|-----------|---------------|------------------------|------|-----------|
|          |  |           | (a)           |                        | (b)  | (a) x (b) |
| <b>1</b> | <b>MEDICALS</b>  |           |               |                        |      |           |
| 1.1      | Pre-employment medical   | Nr.       | -             |                        |      |           |
| 1.2      | Re-medicals - yearly   | Nr.       | -             |                        |      |           |
|          | <b>TOTAL</b>   |           |               |                        |      |           |
| <b>2</b> | <b>PERSONAL PROTECTIVE EQUIPMENT</b>                                       |           |               |                        |      |           |
| 2.1      | Overalls   | Nr.       |               |                        |      |           |
| 2.2      | Hard Hats  | Nr.       |               |                        |      |           |
| 2.3      | Safety boots/shoes   | Nr.       |               |                        |      |           |
| 2.4      | Gloves   | Nr.       |               |                        |      |           |
| 2.5      | Gumboots steel toe cap   | Nr.       |               |                        |      |           |
| 2.6      | Safety glasses   | Nr.       |               |                        |      |           |
| 2.7      | Reflector Bibs   | Nr.       |               |                        |      |           |
| 2.8      | Barricading Material   | M         |               |                        |      |           |
| 2.9      | Dust masks   | Box<br>20 |               |                        |      |           |
|          | <b>TOTAL</b>   |           |               |                        |      |           |
| <b>3</b> | <b>FIRE FIGHTING</b>   |           |               |                        |      |           |
| 3.1      | Fire extinguishers - 4.5Kg   | Nr.       |               |                        |      |           |
| 3.2      | Surveys - Annual Service   | Nr.       |               |                        |      |           |
|          | <b>TOTAL</b>   |           |               |                        |      |           |
| <b>4</b> | <b>HEALTH AND SAFETY PERSONNEL</b>   |           |               |                        |      |           |
| 4.1      | Safety Manager   | Nr.       |               |                        |      |           |
| 4.2      | Safety Officer   | Nr.       |               |                        |      |           |
| 4.3      | Construction Phase Safety, Health, Environmental and Waste Management Plan | Nr.       |               |                        |      |           |
|          | <b>TOTAL</b>   |           |               |                        |      |           |
| <b>5</b> | <b>FACILITIES</b>  |           |               |                        |      |           |
| 5.7      | Degreasing & Toilet soap   | Nr.       |               |                        |      |           |
|          | <b>TOTAL</b>   |           |               |                        |      |           |
| <b>6</b> | <b>FALL PREVENTION / PROTECTION</b>  |           |               |                        |      |           |
| 6.1      | Safety harnesses with double lanyards                                      | Nr.       |               |                        |      |           |
| 6.2      | Safety harnesses with Scaffold hooks                                       | Nr.       |               |                        |      |           |
| 6.3      | Lifelines and vertical fall arrest systems                                 | Nr.       |               |                        |      |           |
| 6.4      | Scaffolding – material, erection and inspection (Estimate for project)     | Nr.       |               |                        |      |           |
| 6.5      | Temporary hand railing material and kick flats                             | Nr.       |               |                        |      |           |
| 6.6      | Chin Straps  | Nr.       |               |                        |      |           |
|          | <b>TOTAL</b>   |           |               |                        |      |           |

|   |   |     |  |  |  |  |
|---|---|-----|--|--|--|--|
| <b>7</b>  | <b>FIRST AID</b>  |     |  |  |  |  |
| 7.1   | Replenishment of boxes and other supplies                           | Nr  |  |  |  |  |
|   | <b>TOTAL</b>  |     |  |  |  |  |
| <b>8</b>  | <b>TRAINING</b>   |     |  |  |  |  |
| 8.1   | SHE Representative  | Nr. |  |  |  |  |
| 8.2   | First Aid Level 1   | Nr. |  |  |  |  |
| 8.3   | Fire Fighting   | Nr. |  |  |  |  |
|   | <b>TOTAL</b>  |     |  |  |  |  |
| <b>9</b>  | <b>SIGNAGE</b>  |     |  |  |  |  |
| 9.1   | All Signage as required by Law, regulatory, warning and information | Nr. |  |  |  |  |
| 9.2   | Posters for awareness   | Nr. |  |  |  |  |
|   | <b>TOTAL</b>  |     |  |  |  |  |
| <b>10</b>   | <b>ELECTRICAL</b>   |     |  |  |  |  |
| 10.1  | Replacement of Locks required for lockouts                          | Nr. |  |  |  |  |
| 10.2  | Replacement of tags   | Nr. |  |  |  |  |
| 10.3  | Replacement for Permit books  | Nr. |  |  |  |  |
| 10.4  | Replacement of Callipers  | Nr. |  |  |  |  |
|   | <b>TOTAL</b>  |     |  |  |  |  |
| <b>11</b>   | <b>OTHERS (Project Specific)</b>                                    |     |  |  |  |  |
| 11.1  |   | Nr. |  |  |  |  |
|   | <b>TOTAL</b>  |     |  |  |  |  |
| <b>GRAND TOTAL TO BE CARRIED TO THE PRELIMINARIES AND GENERAL IN BILL OF QUANTITIES</b> |   |     |  |  |  |  |

## WAIVER OF CONTRACTOR'S LIEN

### DEFINITIONS

Contractor: \_\_\_\_\_

Employer: Head of Department: Health (KZN Department of Health: Province of KwaZulu-Natal)

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description): **CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC**

Site: **DEPARTMENT OF HEALTH KWAZULU-NATAL**

### AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at \_\_\_\_\_ on \_\_\_\_\_  
[Date]

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

## ADDITIONAL SPECIFICATION - EPWP

### **SL EMPLOYMENT AND TRAINING OF EPWP BENEFICIARY ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects:**

#### **CONTENTS**

|         |   |
|---------|---|
| SL 01   | SCOPE   |
| SL 02   | TERMINOLOGY AND DEFINITIONS                             |
| SL 03   | APPLICABLE LABOUR LAWS                                  |
| SL 04   | EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP  |
| SL 05   | EMPLOYER'S RESPONSIBILITIES                             |
| SL 06   | PLACEMENT OF RECRUITED EPWP BENEFICIARY                 |
| SL 07   | TRAINING OF YOUTH WORKERS                               |
| SL 08   | BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA       |
| SL 09   | CONTRACTUAL OBLIGATIONS IN RELATION TO EPWP BENEFICIARY |
| SL 10   | PROVINCIAL RATES OF PAY                                 |
| SL 11   | MEASUREMENTS AND PAYMENT                                |
| EXAMPLE | EPWP EMPLOYMENT AGREEMENT                               |

#### **SL 01 SCOPE**

This project is part of the Expanded Public Works Programme aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore the Contractor will be required to supervise these youth to ensure that the work they perform is of the required standard. If necessary the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Expanded Public Works Programme (EPWP) for the Infrastructure Programme.

#### **SL 02 TERMINOLOGY AND DEFINITIONS**

##### **SL 02.01 TERMINOLOGY**

- (a) EPWP The Code of Good Practice for Expanded Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.

**SL 02.02 DEFINITIONS**

- (a) "employer" means the contractor or any party employing the worker / beneficiary under the EPWP Programme.
- (b) "client" means the Department of Public Works.
- (c) " worker / trainee" means any person working or training in an elementary occupation on a EPWP.

**SL 03 APPLICABLE LABOUR LAWS**

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled workers undertake.

**SI 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING EPWP**

- (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- (i) "time-rated worker" means a worker paid on the basis of the length of time worked
- (j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

**SL 04.02 TERMS OF WORK**

- (a) Workers on a EPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a EPWP.
- (c) Employment on a EPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30

**SL 04.03 NORMAL HOURS OF WORK**

- (a) An employer may not set tasks or hours of work that require a worker to work–
  - (i) more than forty hours in any week
  - (ii) on more than five days in any week; and
  - (iii) for more than eight hours on any day.
- (b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.

- (c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.04**    **MEAL BREAKS**

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

**SL 04.05**    **SPECIAL CONDITIONS FOR SECURITY GUARDS**

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one hour duration or two breaks of at least 30 minutes duration each.

**SL 04.06**    **DAILY REST PERIOD**

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

**SL 04.07**    **WEEKLY REST PERIOD**

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

**SL 04.08**    **WORK ON SUNDAYS AND PUBLIC HOLIDAYS**

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily task rate, if the worker works for less than four hours;
  - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
  - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
  - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

**SL 04.09**    **SICK LEAVE**

- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.

- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
  - (i) absent from work for more than two consecutive days; or
  - (ii) absent from work on more than two occasions in any eight-week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

**SL 04.10 MATERNITY LEAVE**

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
  - (i) four weeks before the expected date of birth; or
  - (ii) on an earlier date –
    - (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
    - (2) if agreed to between employer and worker; or
  - (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the EPWP on which she was employed has ended.

**SL 04.11 FAMILY RESPONSIBILITY LEAVE**

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
  - (i) when the employee's child is born;
  - (ii) when the employee's child is sick;

- (iii) in the event of the death of –
  - (1) the employee's spouse or life partner
  - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

**SL 04.12 STATEMENT OF CONDITIONS**

- (a) An employer must give a worker a statement containing the following details at the start of employment –
  - (i) the employer's name and address and the name of the EPWP;
  - (ii) the tasks or job that the worker is to perform;
  - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
  - (iv) the worker's rate of pay and how this is to be calculated;
  - (v) the training that the worker may be entitled to receive during the EPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

**SL 04.13 KEEPING RECORDS**

- (a) Every employer must keep a written record of at least the following –
  - (i) the worker's name and position;
  - (ii) in the case of a task-rated worker, the number of tasks completed by the worker;
  - (iii) in the case of a time-rated worker, the time worked by the worker;
  - (iv) payments made to each worker.
- (b) The employer must keep this record for a period of at least three years after the completion of the EPWP.

**SL 04.14 PAYMENT**

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
  - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
  - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
  - (i) the period for which payment is made;
  - (ii) the number of tasks completed or hours worked;
  - (iii) the worker's earnings;

- (iv) any money deducted from the payment;
  - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**SL 04.15**    **DEDUCTIONS**

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
- (i) repay any payment except an overpayment previously made by the employer by mistake;
  - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
  - (iii) pay the employer or any other person for having been employed.

**SL 04.16**    **HEALTH AND SAFETY**

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
- (i) work in a way that does not endanger his/her health and safety or that of any other person;
  - (ii) obey any health and safety instruction;
  - (iii) obey all health and safety rules;
  - (iv) use any personal protective equipment or clothing issued by the employer;
  - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

**SL 04.17**    **COMPENSATION FOR INJURIES AND DISEASES**

- (a) It is the responsibility of employers to arrange for all persons employed on a EPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

**SL 04.18** **TERMINATION**

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

**SL 04.19** **CERTIFICATE OF SERVICE**

- (a) On termination of employment, a worker is entitled to a certificate stating –
  - (i) the worker's full name;
  - (ii) the name and address of the employer;
  - (iii) the SPWP on which the worker worked;
  - (iv) the work performed by the worker;
  - (v) any training received by the worker as part of the EPWP;
  - (vi) the period for which the worker worked on the EPWP;
  - (vii) any other information agreed on by the employer and worker.

**SL 05** **EMPLOYER'S RESPONSIBILITIES**

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Expanded Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited EPWP beneficiary, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of EPWP beneficiary provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited EPWP beneficiary are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all EPWP beneficiary receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all EPWP beneficiary are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential EPWP beneficiary to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all EPWP beneficiary with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of EPWP beneficiary and/or sub-contractors; and
- (j) ensure that all EPWP beneficiary are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the EPWP beneficiary.

## SL 06 PLACEMENT OF RECRUITED EPWP BENEFICIARY

Employers will be contractually obliged to:

- (a) employ EPWP beneficiary from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the EPWP beneficiary;
- (c) achieve the following minimum employment targets:
  - (i) 55% people between the ages of 18 and 35
  - (ii) 55% women;
  - (iii) 2% people with disabilities.
- (d) brief EPWP beneficiary on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each EPWP beneficiary, which contract will form part of the Employment Agreement;
- (f) allow EPWP beneficiary the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to EPWP beneficiary are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by EPWP beneficiary and as set out in sub clause SL 04.13 above.
  - (i) in addition to (h)
    - a copy of the I.D;
    - qualifications;
    - career progress;
    - EPWP Employment Agreement, and
    - list of small trade tools;must be included in the EPWP beneficiary's personal profile file.

## SL 07 TRAINING OF EPWP BENEFICIARY

Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA :

- EPWP beneficiary shall be employed on the projects for an average of 6 months.
- EPWP beneficiary shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to EPWP beneficiary.

### (a) Life skills training

All EPWP beneficiary are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractors work schedule and his demand for workers.

### (b) On-the job training

The Employer shall provide EPWP beneficiary with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of EPWP beneficiary and shall identify potential EPWP beneficiary for skills development programmes.

- (c) **Technical skills training**  
The Employer shall assist in identifying EPWP beneficiary for further training. These EPWP beneficiary will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. EPWP beneficiary who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in a accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

## **SL 08 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

### **SL 08.01 PREAMBLE**

The *Code of Good Practise for Employment and Conditions of Work for Expanded Public Works Programmes* encourages:

- optimal use of locally-based labour in a Expanded Public Works Programme (EPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.

### **SL 08.02 BENEFICIARY (EPWP BENEFICIARY) SELECTION CRITERIA**

- (a) The EPWP beneficiary of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
- 55% youth from 18 to 35 years of age;
  - 55% women;
  - 2% disabled.

## **SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR**

The EPWP beneficiary to be employed in the programme (EPWP) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

**SL 10 PROVINCIAL RATES OF PAY**

It is stipulated that youth workers on the EPWP receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should EPWP beneficiary be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the EPWP beneficiary whilst at training.

**SL 11 MEASUREMENTS AND PAYMENT**

The number of EPWP beneficiary specified for this contract that will receive life skills training is 50 and technical training is 50

**SL 11.01 PAYMENT FOR TRAINING OF EPWP BENEFICIARY  
(TARGET:- 50 EPWP BENEFICIARY)**

**SL 11.01.01 Skills development and Technical training for EPWP beneficiary for an average of 10 days  
.....(Prov.Sum).....Unit: R/EPWP beneficiary**

The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

**SL 11.01.02 Penalty due to not meeting the target as in  
SL 11.01.01.....Unit: EPWP beneficiary**

LESS R 2000 per EPWP beneficiary

**SL 11.02 PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

**SL 11.02.01 Life skills training for 26 days:**

01 Travelling (based on 50 km/EPWP beneficiary) .....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance..... Unit: %

**SL 11.02.02 Skilled development and Technical training:**

01 Travelling (based on 50 km/EPWP beneficiary).....Unit: km

02 Accommodation.....(Prov.Sum).....Unit: R/EPWP beneficiary

03 Profit and attendance ..... Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the EPWP beneficiary trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the EPWP beneficiary trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.

The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

**SL 11.03 ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

**SL 11.03.01** Life skills training for 26 days ..... Unit: worker-days

**SL 11.03.02** Skilled development and Technical training for EPWP beneficiary for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of EPWP beneficiary replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

**SL 11.04 EMPLOYMENT OF EPWP BENEFICIARY**

**SL 11.04.01** Employment of EPWP beneficiary.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/ worker-month

**SL 11.04.02** Employment of EPWP beneficiary.....(Prov.Sum)<sup>1</sup>/<sub>4</sub>.Unit: R/ worker-month

The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R ..... multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary.

**SL 11.05 PROVISION OF EPWP DESIGNED OVERALLS TO EPWP BENEFICIARY**

**SL 11.05.01** Supply EPWP designed overalls to EPWP beneficiary ..... (Prov.Sum).....Unit: R

EPWP beneficiary overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the EPWP beneficiary top would be blue and the bottom orange.

**SL 11.05.02** Profit and attendance..... Unit: %

An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

**SL 11.06 PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY**

**SL 11.06.01** Provide all EPWP beneficiary with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP Service Provider. These tools will become the property of the EPWP beneficiary after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

**SL 11.06.02** Profit and attendance..... Unit: %

**SL 11.07 APPOINTMENT OF EPWP BENEFICIARY TEAM LEADER/S**

**SL 11.07.01** Appointment of (\_\_\_\_) EPWP beneficiary team leader/s for the duration of the contract.....(Prov.Sum)..... Unit: R / EPWP beneficiary team leader

The EPWP beneficiary Team Leader will act as CLO/PLO to facilitate the project work between the EPWP beneficiary and the contractor. Umsobumvu Youth Fund can assist with the sourcing of EPWP beneficiary Team Leader for employment by the contractor.

**SL 11.08 LIAISON WITH SERVICE PROVIDER**.....Unit: hours

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the works.

| <b>SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDED PUBLIC WORKS PROGRAMME (EPWP)</b> |  |                 |            |
|---|--|-----------------|------------|
| <b>Project title:</b>   | <b>CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC</b> |                 |            |
| <b>Project Code:</b>  | <b>N/A</b>   | <b>EPWP NO:</b> | <b>N/A</b> |

**Introductory notes:**

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

**DESCRIPTION OF THE WORKS**

**Employer's objectives**

The employer's objectives are to deliver public infrastructure using labour-intensive methods in accordance with EPWP Guidelines.

**Labour-intensive works**

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

**LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF**

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1. (See GUIDELINES FOR THE IMPLEMENTATION OF LABOUR-INTENSIVE INFRASTRUCTURE PROJECTS UNDER THE EXPANDED Health PROGRAMME (EPWP) -THIRD EDITION 2015)

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2 unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or 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 1: Skills programme for supervisory and management staff**

| <b>Personnel</b>         | <b>NQF level</b> | <b>Unit standard titles</b>  | <b>Skills programme description</b>  |
|--------------------------|------------------|--|--|
| Team leader / supervisor | 2                | Apply Labour-Intensive Construction Systems and Techniques to Work Activities                      | This unit standard must be completed, and<br><br>any one of these 3 unit standards |
|                          |                  | Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage |  |
|                          |                  | Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services  |  |

| Personnel   | NQF level | Unit standard titles   | Skills programme description  |
|---|-----------|--|---|
| Foreman/supervisor  | 4         | Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures             | This unit standard must be completed, and any one of these 3 unit standards |
|   |           | Implement Labour-Intensive Construction Systems and Techniques                                     |   |
|   |           | Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage |   |
| Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900) |           |  |   |

#### EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR-INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
- 1.1.1 Unskilled and semi-skilled 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.
- 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
- 1.1.3 Tasks established by the contractor must be such that:
- the average worker completes 5 tasks per week in 40 hours or less; and
  - the weakest worker completes 5 tasks per week in 55 hours or less.
- 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 1.1.3.
- 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive
- where the head of the household has less than a primary school education;
  - that have less than one full time person earning an income;
  - where subsistence-agriculture is the source of income.
  - that who are not in receipt of any social security pension income
- 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
- 55% women;
  - 55% youth who are between the ages of 18 and 35; and
  - 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
- 1.2.1 Definitions  
Targeted labour: Unemployed persons who are employed as local labour on the project.
- 1.2.2 Contract participation goals
- 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
- 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.

- 1.2.3 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.4 Terms and conditions for the engagement of targeted labour  
Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
- 1.2.5 Variations to SANS 1914-5
- 1.2.5.1 The definition for net amount shall be amended as follows:  
Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.
- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.
- 1.3 Training of targeted labour
- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Health (Fax: 012 3258625/ EPWP Unit, Private Bag X65, Pretoria 0001) must be furnished with a copy of this request.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

#### GENERIC LABOUR-INTENSIVE SPECIFICATION

##### 1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

##### 2 Precedence

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

##### 3 Hand excavateable material

Hand excavateable material is material:

###### a) Granular materials:

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

###### b) Cohesive materials:

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

**Note:** 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60 degrees with respect to the horizontal) into the material being used.

**Table 2: Consistency of materials when profiled**

| GRANULAR MATERIALS |             | COHESIVE MATERIALS |             |
|--------------------|-------------|--------------------|-------------|
| CONSISTENCY        | DESCRIPTION | CONSISTENCY        | DESCRIPTION |

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

**4 Trench excavation**

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

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

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

- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

**6 Excavation**

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

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

**7 Clearing and grubbing**

Grass and small bushes shall be cleared by hand.

**8 Shaping**

All shaping shall be undertaken by hand.

**9 Loading**

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

**10 Haul**

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

**11 Offloading**

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

**12 Spreading**

All material shall be spread by hand.

**13 Compaction**

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

**14 Grassing**

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

**15 Stone pitching and rubble concrete masonry**

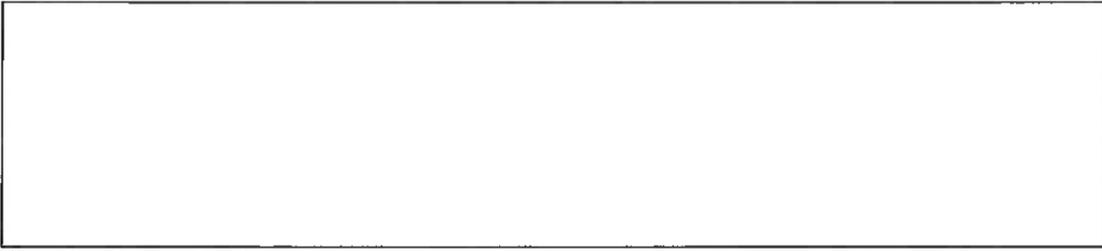
All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

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

Grout shall be mixed and placed by hand.

**16 Manufactured Elements**

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



*(Insert Your Company Logo)*

*(This shall serve as the cover page on employment contracts for local labour)*

## **EMPLOYMENT AGREEMENT**

**BETWEEN**

***[CONTRACTOR NAME].....***

**AND**

***[WORKER NAME].....***

## 1. PARTIES

And

1.2. Mr / Me: \_\_\_\_\_  
[worker's name]

## 2. DEFINITIONS AND INTERPRETATION

2.1. In this Agreement and any Annexure thereto, unless inconsistent with or otherwise indicated by the context-

**“Agreement”** means the contents of this Agreement.

**“Company”** means the company that employs the worker

**“Department”** means the Department of Public Works

**“Worker”** is a person that performs a specific or necessary task or who completes tasks in a certain way

**“EPWP”** The Expanded Public Works Programme is a government programme aimed at the alleviation of poverty and unemployment. The programme ensures the full engagement on Labour Intensive Methods of Construction (LIC) to contractors for skills development. The EPWP focuses at reducing unemployment by increasing economic growth by means of improving skills levels through education and training and improving the enabling environment for the industry to flourish.

## 3. PURPOSE

The purpose of this agreement is to:-

**Ensure that the agreement is binding to both the Worker and the Employer.**

#### 4. TERMS AND CONDITIONS

- The worker will have no entitlement to the benefits of a full time employee, namely;  

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- The worker should not have the expectation that this contract will be renewed or extended.
- The worker will be subject to all laws, rules, policies, codes and procedures applicable to the;  

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- The worker must meet the standards and requirements of the contractor
- The worker must render his/her services during normal working hours of minimum of forty to fifty five hours in any week; which comprise of an eight-hour working day in a five-day week.

#### 5. REMUNERATION

The worker will receive compensation to the amount of R \_\_\_\_\_ 00 which must be paid by the 25<sup>th</sup> or on the last day of each month.

#### 6. ROLES AND RESPONSIBILITIES

##### 6.1 Employer / Worker

- Work for \_\_\_\_\_ in terms of the period as specified in the employment agreement contract.
- Be available for and participate in all learning and work experience required by the company.
- Comply with workplace policies and procedures.
- Complete any attendance or any written assessment tools supplied by the contractor to record relevant workplace experience.
- Demonstrate willingness to grow and learn through work experience.

Provide the following documentation to the employer,

- Certified identity document not longer than 3 months
- ID size photos
- Sign employment contract

## 6.2 Employer

- Employ the worker for a period specified in the agreement.
- Provide the worker with appropriate work based experience in the work environment.
- Facilitate payments of wages / stipends.
- Keep accurate records of workers.
- Where a worker/ learner is disabled, the employer will have to provide in the additional needs e.g. special materials, learning aids and in some cases physical or professional support (such aids remain the property of the employer).
- Keep up to date records of learning and discuss progress with the intern on a regular basis.
- Apply fair disciplinary, grievance and dispute resolution procedures to the worker.
- Prepare an orientation/ induction course to introduce worker/ learner to the workplace and specific workplace requirements.
- Ensure the daily attendance register is signed by the worker.

## 7. DURATION.

This agreement commences on: \_\_\_\_\_

and

expires on: \_\_\_\_\_

## 8. BREACH.

If either party commits any breach of the terms of this contract (and fails to rectify it within 30 days of receipt of a written notice calling it to do so, then) the other party shall be entitled to terminate the contract or to claim specific performance without prejudice to any of its other legal rights, including its rights to claim damages.

## 9. CONDITIONS OF EMPLOYMENT

### 9.1. Meal Breaks

9.1.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

9.1.2 An employer and worker may agree on longer meal breaks.

9.1.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

9.1.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

### 9.2. Special Conditions for Security Guards (Only applicable to security Guards)

9.2.1 A security guard may work up to 55 hours per week and up to eleven hours per day.

9.2.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

### 9.3. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

### 9.4. Work on Sundays and Public Holidays

9.4.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.

9.4.2 Work on Sundays is paid at the ordinary rate of pay.

9.4.3 A task-rated worker who works on a public holiday must be paid;

- (a) the worker's daily task rate, if the worker works for less than four hours;
- (b) double the worker's daily task rate, if the worker works for more than four hours.

9.4.4 A time-rated worker who works on a public holiday must be paid

- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
- (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

## **9.5 Sick leave**

9.5.1 Only workers who work more than 24 hours per month have the right to claim sick-pay in terms of this clause.

9.5.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.

9.5.3 A worker may accumulate a maximum of twelve days' sick leave in a year.

9.5.4 Accumulated sick-leave may not be transferred from one contract to another contract.

9.5.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.

9.5.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.

9.5.7 An employer must pay a worker sick pay on the worker's usual payday.

9.5.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is

- (a) absent from work for more than two consecutive days; or
- (b) absent from work on more than two occasions in any eight-week period.

9.5.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.

9.5.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

## **9.6. Maternity Leave**

9.6.1 A worker may take up to four consecutive months' unpaid maternity leave.

9.6.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.

9.6.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.

9.6.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.

9.6.5 A worker may begin maternity leave as follows;

- (a) four weeks before the expected date of birth; or
- (b) on an earlier date
  - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or

(ii) if agreed to between employer and worker; or

(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.

10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.

### **9.7. Family responsibility leave**

9.7.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances;

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of
  - (i) the employee's spouse or life partner;
  - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

### **9.8. Keeping Records**

9.8.1 Every employer must keep a written record on site for the duration of the project and three (3) year after completion records should consists of at least the following;

- (a) the worker's name and position;
- (b) copy of an acceptable worker identification
- (c) in the case of a task-rated worker the number of tasks completed by the worker;
- (d) in the case of a time-rated worker, the time worked by the worker;
- (e) payments made to each worker in a form of Proof of Payment, Payroll registers and the acknowledgement of payment receipt signed by the worker.

9.8.2 The employer must keep this record for a period of at least three years after the completion of the EPWP.

### **9.9. Payment**

9.9.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

9.9.2 A worker may not be paid less than the Ministerial Determination wage rate.

9.9.3 A task-rated worker will only be paid for tasks that have been completed.

9.9.4 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

9.9.5 A time-rated worker will be paid at the end of each month.

9.9.6 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.

9.9.7 Payment in cash or by cheque must take place

- (a) at the workplace or at a place agreed to by the worker;
- (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (c) in a sealed envelope which becomes the property of the worker.

9.9.8 An employer must give a worker the following information in writing

- (a) the period for which payment is made;
- (b) the numbers of tasks completed or hours worked;
- (c) the worker's earnings;
- (d) any money deducted from the payment;
- (e) the actual amount paid to the worker.

9.9.9 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.

9.9.10 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

**9.10. Inclement weather**

If no work has begun on site, and if an employee has reported for work, the employee will be paid for four hours. Should work be stopped after the first four hours, the employee will be paid for the hours worked. Where the employer has given employees notice on the previous working day that no work will be available due to inclement weather, then no payment will be made.

**9.11. Deductions**

9.11.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.

9.11.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.

9.11.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement of Law; court order or arbitration

9.11.4 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Unemployment Insurance Fund Contributions Act, 2002 (Act No. 4 of 2002)

9.11.5 An employer may not require or allow a worker to

- (a) repay any payment except an overpayment previously made by the employer by mistake;

- (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
- (c) pay the employer or any other person for having been employed.

#### **9.12. Health and Safety**

9.12.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.

9.12.2 A worker must;

- (a) work in a way that does not endanger his/her health and safety or that of any other person;
- (b) obey any health and safety instruction;
- (c) use any personal protective equipment or clothing issued by the employer;
- (d) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

#### **9.13. Compensation for Injuries and Diseases**

9.13.1 It is the responsibility of the employers to arrange for all persons employed on a Project to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended by COIDA Act 61, 1997.

9.13.2 A worker must report any work-related injury or occupational disease to their employer or manager.

9.13.3 The employer must report the accident or disease to the Compensation Commissioner.

9.13.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

#### **9.14. Termination**

9.14.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.

9.14.2 A worker will not receive severance pay on termination.

9.14.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

9.14.4 A worker **who is absent for more than three consecutive days** without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

9.14.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available.

Notice procedure is as follows;

- One week if employed for four weeks or less
- Two weeks if employed for more than four weeks but not more than a year
- Four weeks if employed for one (1) year or more

### 9.15. Certificate of Service

9.15.1 On termination of employment, a worker is entitled to a certificate stating;

- (a) the worker's full name;
- (b) the name and address of the employer;
- (c) the Project on which the worker worked; the work performed by the worker;
- (d) any training received by the worker;
- (e) the period for which the worker worked on the Project; and
- (f) any other information agreed on by the employer and worker.

### 9.16. DOMICILE

The address to which notices and all legal documents may be delivered or served are as follows:

#### Employee Details

Name & Surname: \_\_\_\_\_

ID No: \_\_\_\_\_

Residential Address: \_\_\_\_\_  
\_\_\_\_\_

Contact No: \_\_\_\_\_

Date of Employment: \_\_\_\_\_

|                         |                    |                      |
|-------------------------|--------------------|----------------------|
| To be supervised by:    | Main Contractor:   | <input type="text"/> |
|                         | or Sub Contractor: | <input type="text"/> |
| Category of employment: | Skilled:           | <input type="text"/> |
|                         | Semi-skilled:      | <input type="text"/> |
|                         | Unskilled:         | <input type="text"/> |

For Skilled & Semi-skilled state the trade: \_\_\_\_\_

Period of employment: Fixed for until when your services are still required on site

I confirm that I have been inducted and fully understand the condition of my appointment.

Employee Signature: \_\_\_\_\_ Witness by SGB/CLO: \_\_\_\_\_

Signature by Witness: \_\_\_\_\_

#### Employer Details

Name & Surname: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact No: \_\_\_\_\_ Signature: \_\_\_\_\_



**The Attendance Register for on-site Workers**

Reporting month: \_\_\_\_\_ Cell No: \_\_\_\_\_  
Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Project Name: **CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC**

Project Code: **N/A** Tender No **ZNB5545/2023-H**

IDENTITY NUMBER:

| Day                      | Date | Time In | Signature | Time Out | Signature | Report On Any Formal Training Provided In The Reporting Month |
|--------------------------|------|---------|-----------|----------|-----------|---|
| <b>WEEK 1</b>            |      |         |           |          |           |   |
| MONDAY                   |      |         |           |          |           |   |
| TUESDAY                  |      |         |           |          |           |   |
| WEDNESDAY                |      |         |           |          |           |   |
| THURSDAY                 |      |         |           |          |           |   |
| FRIDAY                   |      |         |           |          |           |   |
| <b>WEEK 2</b>            |      |         |           |          |           |   |
| MONDAY                   |      |         |           |          |           |   |
| TUESDAY                  |      |         |           |          |           |   |
| WEDNESDAY                |      |         |           |          |           |   |
| THURSDAY                 |      |         |           |          |           |   |
| FRIDAY                   |      |         |           |          |           |   |
| <b>WEEK 3</b>            |      |         |           |          |           |   |
| MONDAY                   |      |         |           |          |           |   |
| TUESDAY                  |      |         |           |          |           |   |
| WEDNESDAY                |      |         |           |          |           |   |
| THURSDAY                 |      |         |           |          |           |   |
| FRIDAY                   |      |         |           |          |           |   |
| <b>WEEK 4</b>            |      |         |           |          |           |   |
| MONDAY                   |      |         |           |          |           |   |
| TUESDAY                  |      |         |           |          |           |   |
| WEDNESDAY                |      |         |           |          |           |   |
| THURSDAY                 |      |         |           |          |           |   |
| FRIDAY                   |      |         |           |          |           |   |
| <b>Total Days worked</b> |      |         |           |          |           |   |

**BUSINESS PLAN**

|  |  |
|--|--|
| Reference No   |  |
| Profile ID   |  |
| Project Name   |  |
| <b>Project Details</b>   |  |
| Project Name   |  |
| Project Reference Number   |  |
| Project description  |  |
| Project Start Date   |  |
| Project End Date   |  |
| Estimated Budget   |  |
| <b>Project Location</b>  |  |
| Province   |  |
| District/Metro Municipality  |  |
| Local Municipality/Metro Region  |  |
| Latitude (in decimal format)   |  |
| Longitude (in decimal format)  |  |
| <b>Public Body Details</b>   |  |
| Public body sphere   |  |
| Reporting public body that is the project owner (and will report on the project) |  |
| Implementing public body type  |  |
| Public body that will implement the project                                      |  |
| IDP reference number allocated to the project                                    |  |
| <b>EPWP Details</b>  |  |
| EPWP Sector  |  |
| EPWP Program   |  |
| EPWP Sub programme   |  |
| <b>Budget Amount</b>   |  |
| April 2014/March 2015  |  |
| April 2015/March 2016  |  |
| Total Budget Amount  |  |
| Wages  |  |
| UIF  |  |
| COIDA  |  |
| Training   |  |
| Administration   |  |
| Equipment and materials  |  |
| Other  |  |
| Describe other   |  |
| <b>Outputs and Training</b>  |  |
| First Name   |  |
| Surname  |  |
| Email  |  |
| Tel (Office)   |  |
| Fax Number   |  |
| Cell Number  |  |
| Physical Address 1   |  |
| Physical Address 2   |  |
| Physical Address 3   |  |
| Physical Address 4   |  |
| Postal Address 1   |  |
| Postal Address 2   |  |
| Postal Address 3   |  |
| Postal Address 4   |  |

KZN DEPARTMENT OF HEALTH  
Monthly Data collection for LOCAL Labour



Name of Contractor: \_\_\_\_\_

Project Code: \_\_\_\_\_

Project location name (area): \_\_\_\_\_

Name of Project: \_\_\_\_\_

**CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC**

Reporting month: \_\_\_\_\_

Project location (Ward No.): \_\_\_\_\_

| No | First Name | Initial | Surname | ID number | Beneficiary Details |            |                | Total days worked | Job description | Registered on UIF (Y/N) | Registered with COIDA (Y/N) | Are you receiving any Gov grants? (Z/Ad, AZ/Ad, AZ/Ad) | 1st Language | Experience /Jury                |                               | Highest Level of Education | Location Details |                  |                                   | Household Details |          |          |
|----|------------|---------|---------|-----------|---------------------|------------|----------------|-------------------|-----------------|-------------------------|-----------------------------|--|--------------|---------------------------------|-------------------------------|----------------------------|------------------|------------------|-----------------------------------|-------------------|----------|----------|
|    |            |         |         |           | D.O.B               | Gender F/M | disability Y/N |                   |                 |                         |                             |  |              | Start Date on the current month | End Date on the current month |                            | Other Language 1 | Other Language 2 | Education Level (See table below) | Address           | Ward No. | Cell No. |
| 1  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 2  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 3  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 4  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 5  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 6  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 7  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 8  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 9  |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |
| 10 |            |         |         |           |                     |            |                |                   |                 |                         |                             |  |              |                                 |                               |                            |                  |                  |                                   |                   |          |          |

Education Levels - Use the codes (1-12) on the excel spreadsheet  
 (3) Grade 1-3 (Sub A - Std 1)      (5) Grade 5-6 (Std 3-4) ABET 2      (7) Grade 9 (Std 7) ABET 4      (9) Grade 12 (Std 10)  
 (4) Grade 4 (Std 2) ABET 1      (6) Grade 7-8 (Std 5-6) ABET 3      (8) Grade 10-11 (Std 8-9)      (10) Post-Matric

Contractor sign: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Contact no: \_\_\_\_\_

**KZN DEPARTMENT OF HEALTH**



**Worker payment capture form for LOCAL Labour**

Name of Contractor: \_\_\_\_\_

Project Code: \_\_\_\_\_

Name of Project: **CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC**

Reporting month: \_\_\_\_\_

| Payment Upload |            |          |         |              |       |                 |                 |                 |                   |                        |
|----------------|------------|----------|---------|--------------|-------|-----------------|-----------------|-----------------|-------------------|------------------------|
| No.            | First Name | Initials | Surname | Identity No. | D.O.B | Job Description | Daily Wage Rate | Total Paid Days | Total Amount Paid | Total days Worked Days |
| 1              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 2              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 3              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 4              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 5              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 6              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 7              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 8              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 9              |            |          |         |              |       |                 |                 |                 |                   |                        |
| 10             |            |          |         |              |       |                 |                 |                 |                   |                        |

Contractor sign: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_

Designation: \_\_\_\_\_

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

Contact no: \_\_\_\_\_

**KZN DEPARTMENT OF HEALTH**  
**Worker Training capture form for LOCAL Labour**



Name of Contractor: \_\_\_\_\_  
Name of Project: CONSTRUCTION OF A SMALL CLINIC AT ROOSBOOM CLINIC

Project Code: \_\_\_\_\_

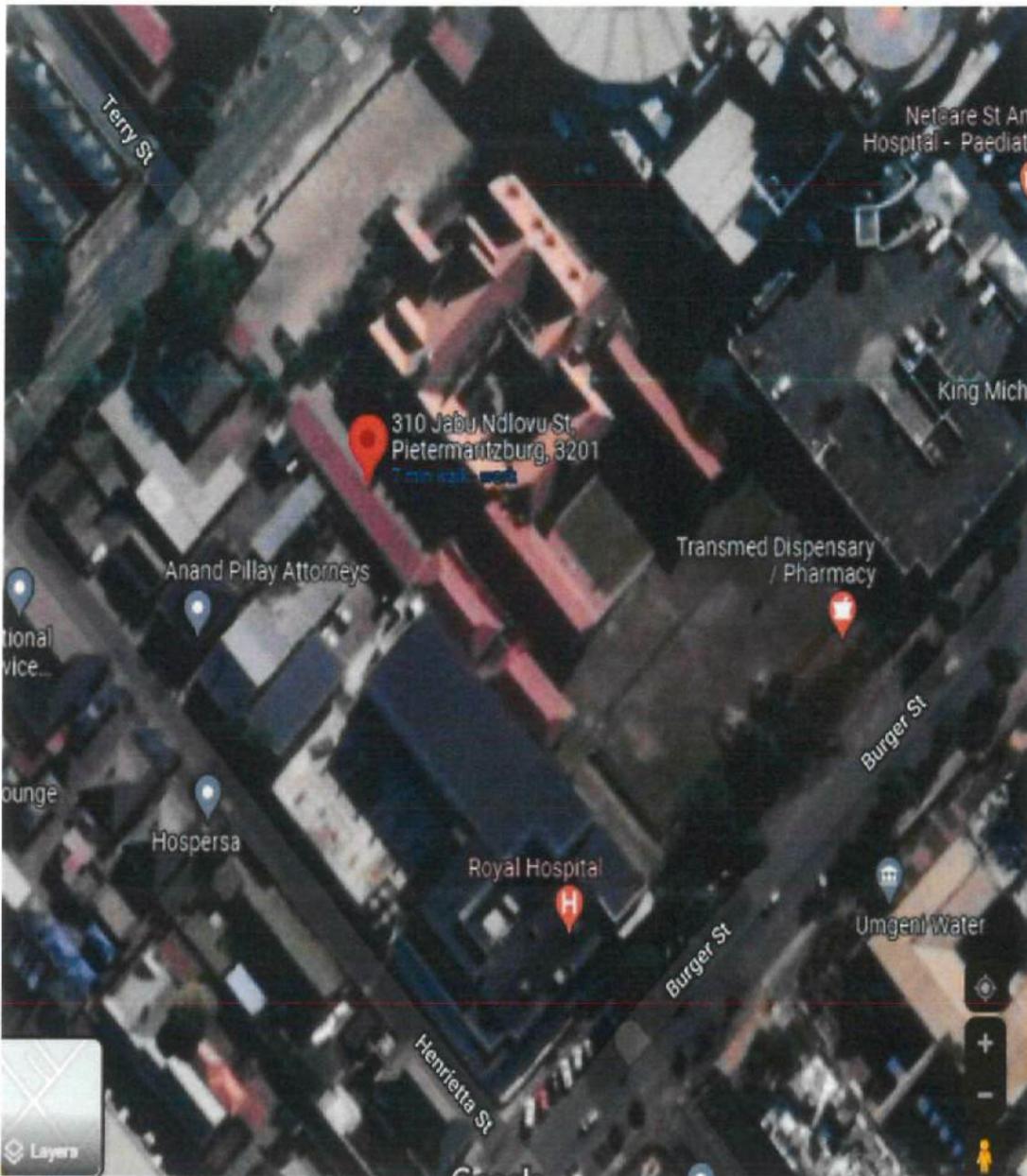
Reporting month: \_\_\_\_\_

| Training |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
|----------|------|---------|--------|-----------------|-------------|--|-----------------------------|---------------------------|--------------------|------------------------|-------------------------------|------------------|----------------------------------|---------------------------|
| No       | Name | Surname | ID No. | Job description | Course Name | Was training Accredited or Non-accredited by a relevant SETA | Start date on current month | End date on current month | Training Days Paid | Training Days Not Paid | Total Number of Training Days | Cost per trainee | Is training complete or on-going | Name of Training Provider |
| 1        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 2        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 3        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 4        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 5        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 6        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 7        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 8        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 9        |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 10       |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 11       |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 12       |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 13       |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 14       |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |
| 15       |      |         |        |                 |             |  |                             |                           |                    |                        |                               |                  |                                  |                           |

Contractor sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

DPW Official/Consultant sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_

EPWP Official sign: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Date: \_\_\_\_\_  
Contact no: \_\_\_\_\_



| PAGE NO                         | ITEM NO | DESCRIPTION  | UNIT   | QUANTITY   | RATE | AMOUNT |
|---------------------------------|---------|--|--------|------------|------|--------|
| 1                               |         | <b><u>BILL NO 2</u></b>  |        |            |      |        |
| 1                               |         | <b><u>EMPLOYMENT AND TRAINING OF LABOUR ON THE EPWP BENEFICIARY INFRASTRUCTURE PROJECTS</u></b>  |        |            |      |        |
| 1                               |         | <b><u>PREAMBLES</u></b>  |        |            |      |        |
| 1                               |         | Tenderers are advised to study the Additional Specification SL: Employment and training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects as bound elsewhere in the Bills of Quantities and then price this Bill accordingly   |        |            |      |        |
| 1                               |         | <b><u>TRAINING OF EPWP BENEFICIARY</u></b>   |        |            |      |        |
| 1                               |         | (TARGET: 50 EPWP BENEFICIARY)  |        |            |      |        |
| 1                               |         | Skills development and Technical training:   |        |            |      |        |
| 1                               | 1       | Skills development and technical training for EPWP beneficiary for an average of 10 days (ref. SL11.01.01)   | Item   | 1          |      |        |
| 1                               | 2       | Penalty due to not meeting the target as in SL 11.01.02  | Y/Work | R 2 000.00 |      |        |
| 1                               |         | <b><u>TRAVELLING AND ACCOMMODATION DURING OFF SITE TRAINING:</u></b>   |        |            |      |        |
| 1                               |         | Life skills training for 26 days (ref. SL 11.02.01)  |        |            |      |        |
| 1                               | 3       | Travelling (based on 50km/EPWP beneficiary)  | km     | 2500       |      |        |
| 1                               | 4       | Profit and attendance on Items 1, 2 & 3  | %      |            |      |        |
| 1                               |         | <b><u>EMPLOYMENT OF EPWP BENEFICIARY</u></b>   |        |            |      |        |
| 1                               | 5       | Employment of EPWP beneficiary (30 youth) [New Clinic]   | Item   | 1          |      |        |
| 1                               |         | The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 100/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 6 months appointment for EPWP beneficiary |        |            |      |        |
| 1                               | 6       | Employment of EPWP beneficiary(40 youth) []  | Item   | 1          |      |        |
| <b>TOTAL CARRIED TO SUMMARY</b> |         |  |        |            |      |        |

|   |   | UNIT | QUANTITY | RATE | AMOUNT |
|---|---|------|----------|------|--------|
| 2   | The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 110/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary |      |          |      |        |
| 2   | 7 Employment of EPWP beneficiary (30 youth) []  | Item | 1        |      |        |
| 2   | The unit of measurement shall be the number of EPWP beneficiary at the statutory labour rates of R 120/day multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of EPWP beneficiary and for complying with the conditions of contract. The cost for training shall be excluded from this item. This item is based on 12 months appointment for EPWP beneficiary |      |          |      |        |
| 2   | <b><u>PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS</u></b>  |      |          |      |        |
| 2   | 8 Supply EPWP designed overalls to EPWP beneficiary (ref. SL 11.05.01) for 100 workers  | Item | 1        |      |        |
| 2   | 9 Profit and attendance on Items 5 - 8 (ref. SL 11.05.02)   | %    | 7.5      |      |        |
| 2   | <b><u>PROVISION OF SMALL TOOLS FOR EPWP BENEFICIARY</u></b>   |      |          |      |        |
| 2   | 10 Supply of small tools to EPWP beneficiary. Specification to be supplied by the EPWP-NYS Serviced Provider for the respective trades (ref. SL 11.06.01) for 100 workers   | Item | 1        |      |        |
| 2   | 11 Profit and attendance (ref. SL 11.06.02)   | %    | 7.5      |      |        |
| 2   | <b><u>APPOINTMENT OF YOUTH TEAM LEADERS</u></b>   |      |          |      |        |
| 2   | 12 Appointment of EPWP beneficiary Team Leaders for the duration of the contract (ref. SL 11.07)  | Item | 1        |      |        |
| 2   | 13 Liaison with Service Provider (ref. SL 11.08)  | Hrs  | 30       |      |        |
| 2   | 14 Profit and attendance on Items 12 & 13   | %    | 7.5      |      |        |
| <b>FINAL TOTAL CARRIED TO PRELIMINARY AND GENERAL IN BILL OF QUANTITIES</b> |   |      |          |      |        |