



*Reg No 2003/011612/30*

**CD68/2023**

**FENCING IN OF DISTRIBUTION CENTRES,  
SUBSTATIONS, MINI-SUBSTATIONS AND OTHER  
FACILITIES RELATED TO CENTLEC.**

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## 1. STATEMENT OF INVITATION

CENTLEC (SOC) Ltd Municipal Entity distributing electricity in Mangaung, and other Municipalities invites suitable bidders to bid for a cost-effective fencing in of distribution centres, substations, mini substations in the CENTLEC area of supply for a period of thirty-six (36) months.

## 2. MINIMUM REQUIREMENTS

- 2.1 Supply unique security personal identification number (PIN) and/or original TAX Clearance Certificate for TAX compliant status.
- 2.2 Supply municipal services (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid for by the Landlord, the lease agreement must be signed by the applicable stakeholders.
  - 2.2.1 In an event that the Bidder utilizes prepaid services (e.g., water or electricity) a valid municipal clearance certificate(s) must still be provided.
  - 2.2.2 Bidders that are CENTLEC (SOC) Ltd customers are also expected to attach a valid electricity clearance certificate.
- 2.3 The bidder must be registered on the National Treasury Centralized Suppliers Database
- 2.4 A valid letter of good standing from the Compensation Commissioner with the Department of Labour.
- 2.5 CIDB Grading level 4EB, 4CE, 4GB and 4EP or above.

### 3. DEFINITION AND ABBREVIATIONS

- 3.1 DC – Distribution Centre
- 3.2 PPE – Personal Protective Equipment
- 3.3 SOC – State Owned Company
- 3.4 CENTLEC (SOC) Ltd. – Here after revering to as CENTLEC.
- 3.5 COC – Certificate of Compliance

### 4. SCOPE OF WORK

The fencing in of distribution centres, substations, mini substations in the CENTLEC area of supply. The fencing will be inclusive of gate and electric fencing, steel spikes or razor barbed wire. Removing old fences and delivering it to CENTLEC premises.

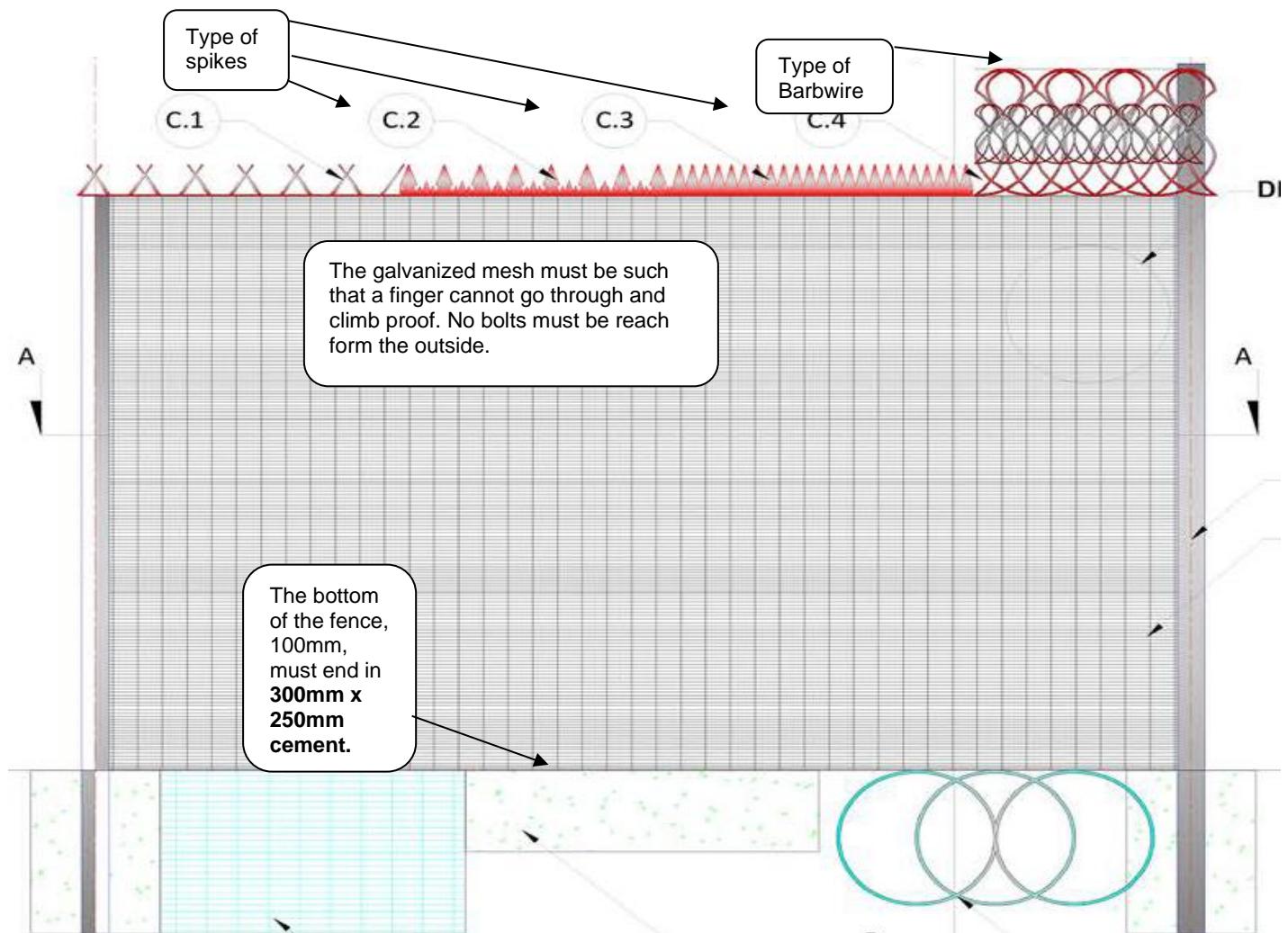
## 5. INSTALLATION SPECIFICATION

- 5.1 The successful service provider will be expected to perform the work at the following facilities:
  - 5.1.1 Distribution Centers
  - 5.1.2 Primary substation
  - 5.1.3 Miniature substations
  - 5.1.4 Other facilities related to CENTLEC.
- 5.2 The following specification on the fences:

Fencing, poles and gates must be of high-quality steel and a good galvanize.

- 5.2.1 The height of the fence must be 2.5 m, from ground level, with a 4-wire electric fence on top. The option of spikes, barbed wire razer coils or flat rap coils must be included. Submit a COC certificate for electric fences.
- 5.2.2 The bottom of the fence must end in cement 300mm deep x 250mm wide. The galvanized mech must be 100mm inside the cement foundation.
- 5.2.3 The mesh must be the see through, strong and durable.
- 5.2.4 The fence mesh must be very difficult to cut with a bolt cutter.
- 5.2.5 The fence must be climbing proof and a person must not be able to put his foot into corners. The mesh must be such that a finger cannot go through it.
- 5.2.6 The slider gate with electric fence on top must be 5m long and must have lock protectors on.
- 5.2.7 The gate must have two wheels that can carry the weight of the gate.
- 5.2.8 The gate must have durable swiping brushes that automatically clean the rail when open and closed.
- 5.2.9 The rail and cement foundation for the gate must be able to carry 10 tons.
- 5.2.10 The rail must be installed in such a way that water and sand do not accumulate on the rail.
- 5.2.11 All bolts and nuts must be such that they cannot be unscrewed after installation. The bolts and nuts must not be accessible from the outside of the fence.

- 5.2.12 With the installation of the fence, the ground incline must be taken into consideration so that at no point the fence will be lower than 2.2 m from ground level.
- 5.2.13 Visible, 70mm copper, earth the fence every second pole to the earth grid of the substation.
- 5.2.14 When the poles are installed, the cement must be such that water do not accumulate around it.
- 5.2.15 All signatures for the electric fence must be UV protected and of high quality.
- 5.2.16 The name of the substation must be on the gate. Green background with 100mm white lettering. Danger boards for the fence will be provided by CENTLEC.
- 5.2.17 There might be more than one gate to enter the substation.
- 5.2.18 The old fences must be removed and delivered to CENTLEC's premises.
- 5.2.19 Typical picture of the fence in drawing 1 below.



Drawing 1: Example of the type of fence.

## 6 SPECIAL CONDITIONS

- 6.1 The Services provider will be remunerated only after an inspection was done and the work is found to be satisfactory. The service provider will submit their invoices with before and after photos. The site takes over inspection must be done before the invoice date.
- 6.2 The Services provider undertakes to abide by the stipulations of the relevant legislation on the execution of his duties. The Services provider undertakes to abide by the Occupational Health & Safety Act 85: 1993 on the execution of his duties.
- 6.3 The Services provider will be reporting to the manager of the Primary Plant Maintenance or his appointee who has the sole authority to approve the quality of the work executed.
- 6.4 The successful bidder's team (s) and supervisor (s) will attend a compulsory Standard Operating Procedures Course (SOP) for his own cost at CENTLEC Training Centre.
- 6.5 The supervisor must be permanently on site while his team is working. Please submit profile of resources that will be involved on Distribution Centres and the team that will be involved in the smaller substations with these projects for the duration of the contract.
- 6.6 The successful bidder will be expected to enter into a Service Level Agreement (SLA) with CENTLEC (SOC) Ltd.
- 6.7 The successful bidder will supply CENTLEC (SOC) Ltd. with a safety file within two weeks after appointment. (The cost for the file is on the successful Bidder)
- 6.8 If the successful bidder(s) appoints sub-contractors, the following will be expected:
- 6.9 The successful bidder will have to ensure that the contractors to be appointed will be supplied with Safety Health Environment Risk and Quality (SHERQ) specification. The daily risk assessments and safety talks must be sent to the project leader at primary Plant Maintenance every week.

- 6.10 The successful bidder will have to ensure that the SHERQ documentation is audited regularly for the duration of the contract.
- 6.11 The successful bidder(s) will not commence with any work without being issued with a valid purchase order, for a specific project, from CENTLEC (SOC) Ltd.
- 6.12 The service provider will clean the substation of all debris that will be created by their work.
- 6.13 All workmanship and material for the fence must carry a warranty and guarantee for at least two years.
- 6.14 All projects for the duration of contract must be treated as a “turnkey” project.
- 6.15 It might be requested of the service provider to present a sample and or a presentation of the fence that they will install at the evaluation committee.  
N/A (On Request)
- 6.16 When commencing with the work after the order was received the safety of the substation must be secured by the successful service provider for the duration of the project until the fence is completed. (This is since the removal of the old fence and till the completion of the new fence.)
- 6.17 The service provider will be responsible for his own electricity, water, and toilets where there is no supply from CENTLEC.
- 6.18 The service provider must be available for any emergency repairs afterhours and weekends.
- 6.19 All CENTLEC information must be deemed highly secret and all documentations must be treated as such.

## 7 EVALUATION CRITERIA

All proposals submitted will be evaluated in accordance with the criteria set out in the policy of Supply Chain Management of the Entity. The most suitable candidate will then be selected.

**Please take note that CENTLEC (SOC) Ltd is not bound to select any of the bidders' submitting proposals and reserves the right to appoint more than one service provider.**

Furthermore, technical competence is the principal selection criteria, CENTLEC (SOC) Ltd will evaluate the technical criteria first and will only look at the price and specified goals if it is satisfied with the technical evaluation.

As a result of this, CENTLEC (SOC) Ltd does not bind itself in any way to select the bidder offering the lowest price.

## 7.1 EVALUATION CRITERIA

Table 1 – Evaluation criteria

No.	Criteria	Description	Max Points
7.1.1	Track Record and Previous Experience	<p>A minimum of two (2) signed reference letters on company's letterhead confirming previous services related to the scope of work.</p> <p><b>Two (2) letters = 15 points</b></p> <p><b>Three (3) and more letters = 20 Points</b></p>	20
7.1.2	Warranteer and Guarantee	<p>Submit a signed commitment letter on a company letter head stating the warranteer and guarantee on the material and workmanship:</p> <p><b>Two (2) years = 25 points</b></p> <p><b>Three (3) years or more = 35 points</b></p>	35
7.1.3	Local operational capability and economic investment	<p>Does the bidder have an established local office in Mangaung Metro Municipality = <b>15 Points</b></p> <p><b>Bidder must submit pictures of the premises. The Bid Evaluation Committee has the right to verify the existence of premises before the allocation of points.</b></p> <p>If not, but within RSA = <b>5 points</b></p>	15
7.1.4	Human Resource profile	<p>Resource profile submitted as per 6.5 of the special conditions.</p> <ol style="list-style-type: none"> <li>One supervisor and ten (10) staff members = <b>25 points</b></li> <li>One supervisor and more than ten (10) staff members = <b>30 points</b></li> </ol>	30
	<b>TOTAL</b>		100

A bidder who gets a minimum of 70 points and above will qualify to the next stage.

Individual tenders would have to be evaluated according to the preferential point system.

The bidder must score minimum points as follows:

- Item 7.1.1 – 15 points
- Item 7.1.2 – 25 points
- Item 7.1.3 – 5 points
- Item 7.1.4 – 25 points in the Evaluation Criteria.

## **7.2 PRICE AND REFERENTIAL POINTS SCORING – STAGE 2 (Price and Specified Goals)**

All Bidders that have passed the technical evaluation threshold of 70 points would also be scored based the 90/10 principle where 90 Points is for the Price and 10 points for specified goals as per the detail given below.

### **7.3 Points awarded for price**

A maximum of 90 Points is allocated for price on the following basis:

$$\text{Where } Ps = 90 \left[ 1 - \frac{Pt - P_{\min}}{P_{\min}} \right]$$

Ps = Points Scored for comparative price of bid under consideration

Pt = Comparative Price of bid under consideration

P<sub>min</sub> = Comparative Price of lowest acceptable bid

#### 7.4 Points awarded for Specific Goals Requirement

In terms of Regulation 3.(1) An organ of state must, in the tender documents, stipulate— (a) the applicable preference point system as envisaged in regulations 4, 5, 6 or 7; (b) the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goals in accordance with the table below;

**Table 2: Specified Goals for Preferential Point System**

Specified Goals	Points Allocation
50% Black owned (attach detailed CSD report)	6
50% Women owned (attach detailed CSD report)	2
50% Youth owned <35 years (attach detailed CSD report)	2
<b>Total Points</b>	<b>10</b>

### 8 PRICE SCHEDULE

8.1 All prices should be in ZAR (R) and be exclusive of VAT.

8.2 The Bidder will be paid according to the final measurements. These will be assessed on site in accordance with the actual bills of quantities for each project section.

**8.3 New Fence installation Pricing schedule:** This price shall include all the work as specified and ***inclusive of labour.***

**Table 3:** Price Schedule

Item No.	Activities	Unit of Measurement	Price Per Unit in ZAR (R)

<b>8.3.1</b>	Complete installation on site of a 2.5 m high galvanized Fence per meter (Clear view through) as per specification. With a four-wire electric fence on top of fence.	p/m	
<b>8.3.2</b>	Complete installation on site of a 2.5 m high galvanized Fence per meter (Clear view through) as per specification. With Barbed wire coils 350mm with brackets on top of fence.	p/m	
<b>8.3.3</b>	Complete installation on site of a 2.5 m high galvanized Fence per meter (Clear view through) as per specification. With Barbed wire flat rap 350mm with brackets on top of fence.	p/m	
<b>8.3.4</b>	Complete installation on site of a 2.5 m high galvanized Fence per meter (Clear view through) as per specification. With steel spikes 200mm on top of fence.	p/m	
<b>8.3.5</b>	5m Sliding gate installed on rail as specified. Inclusive of cement work for rail installation, extra 6 poles and lock protectors. With a four-wire electric fence on top of fence.(COC included)	Each	
<b>8.3.6</b>	5m Sliding gate installed on rail as specified. Inclusive of cement work for rail installation, extra 6 poles and lock protectors. With Barbed wire coils 350mm with brackets on top of fence.	Each	
<b>8.3.7</b>	5m Sliding gate installed on rail as specified. Inclusive of cement work for rail installation, extra 6 poles and lock protectors. With steel spikes 200mm on top of fence.	Each	
<b>8.3.8</b>	Removal of old fence and delivered at CENTLEC premises.	P/M	

**8.4 Pricing for repairs, and Maintenance of existing fencing.** This price shall include all the work as specified and *inclusive of labour.*

**Table 4:** Price Schedule

<b>Item No.</b>	<b>Activities</b>	<b>Unit of Measurement</b>	<b>Price Per Unit in ZAR (R)</b>
<b>8.4.1</b>	The installation of cement at bottom of fence 300mm deep x 250mm wide.	P/m	
<b>8.4.2</b>	Installation of a four-wire electric fence on top of fence.	P/m	
<b>8.4.3</b>	5m Sliding gate installed on rail as specified. (Inclusive of cement work for rail installation, extra 6 poles and lock protectors.)	Each p/gate	
<b>8.4.4</b>	Substation name on steel plate, green background with 100mm white lettering installed on gate.	Each	
<b>8.4.5</b>	Barbed wire coils 350mm with brackets on top of fence	P/m	
<b>8.4.6</b>	Barbed wire flat rap 350mm with brackets on top of fence	P/m	
<b>8.4.7</b>	Steel spikes 200mm on top of fence	P/m	
<b>8.4.8</b>	Electric fence wire	P/m	
<b>8.4.9</b>	Electric bobbins / insulators	Each	
<b>8.4.10</b>	Electric fence energizer	Each	
<b>8.4.11</b>	Gate steel wheels	Each	
<b>8.4.12</b>	Electric fence wire tensioners / insulators	P/m	

## 8.5 Pricing schedule for spares delivered to CENTLEC premises.

**Table 5:** – Price Schedule

Item No.	Activities	Unit of Measurement	Price Per Unit in ZAR (R)
8.5.1	Barbed wire coils 350mm with brackets on top of fence	P/m	
8.5.2	Barbed wire flat rap 350mm with brackets on top of fence	P/m	
8.5.3	Steel spikes 200mm on top of fence	P/m	
8.5.4	Electric fence wire	P/m	
8.5.5	Electric bobbins / insulators	Each	
8.5.6	Electric fence energizer	Each	
8.5.7	Gate steel wheels	Each	
8.5.8	Electric fence wire tensioners / insulators	Each	

## 8.6 Pricing for emergency call out after hours and weekends, inclusive of labour and transport.

**Table 6:** Emergency.

Item No.	Activities	Unit of Measurement	Price Per Unit in ZAR (R)
8.6.1	Call out fee for after-hours Mondays to Saturdays.	Per call	
8.6.2	Call out fee for after-hours Sundays.	Per call	

## 8.7 Pricing for Transport and Security

**Table 7: Transport and Security**

Item No.	Activities	Unit of Measurement	Price Per Unit in ZAR (R)
8.7.1	<b>TRANSPORT COST (all prices must be in line with AA tariff)</b>		
	Light Delivery Vehicle	Per km	
	Heavy Vehicle	Per km	
8.7.2	Security (as and when required)	Per hr	

## 9 CONTACT DETAILS

9.1 For any further technical information regarding the document contents please contact Mr. Piet Niemann; e-mail: [piet.niemann@centlec.co.za](mailto:piet.niemann@centlec.co.za). Or Me. Lindiwe Kalane; [lindiwe.kalane@centlec.co.za](mailto:lindiwe.kalane@centlec.co.za), Such queries must be done in writing, the email address provided serves this purpose. The answer to one question will be sent to all the other prospective bidders that have bought the bid documents.

9.2 For Supply Chain related questions, please contact Ms Palesa Makhele at [Palesa.Makhele@centlec.co.za](mailto:Palesa.Makhele@centlec.co.za)

## 10 ANNEXURES

Health and Safety specification document as a **guideline** to assist with compiling of Safety File.



## OCCUPATIONAL HEALTH

AND

SAFETY

SPECIFICATION

FOR

**FENCING IN OF DISTRIBUTION CENTRES, SUBSTATIONS, MINI-SUBSTATIONS AND  
OTHER FACILITIES RELATED TO CENTLEC**

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## **OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS**

**“Act”** occupational health and safety act 85 of 1993

**“Agent”** means any person who acts as representative for the client

**“Health and Safety Specification”** means a documented specification of all health and safety requirements pertaining to the associated Works on a construction site, so as to ensure the health and safety of person during construction process. This document is prepared by the Client or Client agency.

**“Health and Safety Plan”** means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified. This document is prepared by the Principal Contractor or the Sub Contractor.

**“Fall protection plan”** means documented plan, of all risks relating to working from an elevated position, considering the nature of work undertaken, and setting out the procedures and methods to be applied to eliminate the risk.

**“Employer”** Where used in contract documents and in this specification, means the employer as defined in the General Conditions of Contract and it shall have the same meaning as **“Client”** as defined in the Construction Regulation 2003.

**“Employer”** and **“Client”** are therefore interchangeable and shall be read in context of the relevant document.

**“Contractor”** where used in the contract documents and in this specification shall have meaning as “contractor” as defined in the General Conditions of Contract.

In this specification the terms “**Principal Contractor**” and “**Contractor**” are replaced with “**Contractor**” and “**Sub Contractor**” respectively for the purpose of this contract, the **Contractor** will, in terms of the OHS Act 1993, be the mandatory of the Employer, without derogating from his/her status as an employer in his/her own right.

“**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent of behalf of the Employer (the client as defined in the Construction Regulations)

1 “**OHS Section**” means Occupational Health and Safety Division within CENTLEC will oversees all Projects to ensure that Principal Contractor comply with Occupational Health & Safety Act 85 of 1993, Construction Regulation and all related codes of practice.

“**Fall risk**” means a risk that a person could fall from an elevated position, which is deemed 2 meters or higher, or a risk that something associated with the work can fall on a person.

“**Construction vehicle**” mean a vehicle used for means of conveyance for transporting persons or material or both such person and material, as the case may be both on and off the construction site for the purpose of performing construction work.

“**Contractor**” means an employer, who perform construction work and includes principal contrac

## 1. General Statement

It is a requirement of CENTLEC that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the contractor shall take full responsibility to conform to all the provisions of the occupational health and safety Act (Act 85 of 1993), and all relevant regulations as stated in section 44 of Occupational Health and Safety Act 85 of 1993.

For the purpose of this contract the Contractor is required to confirm his status as mandatory to CENTLEC and employer representatives in his own right for the execution of the contract, and he shall enter into Section 37.2 agreement in respect of the Act 85 of 1993.

## 2 2. Scope

This specification includes health and safety elements in terms of the Act and to satisfy the requirements of the Construction Regulation (CR), which will be applicable to the Principal Contractor and all sub-contractors for the safe execution of work during the project.

## 3 3. Purpose

The purpose of this specification is to ensure that the Principal Contractor and all sub-contractors provides and maintains, as far as reasonably a safe working environment for all employees and the public at large during the construction work.

## 4 4. Project Description

The project includes all activities regarding public domestic electricity house connections and procurement of material within CENTLEC's area of supply and Additional work or changes to the contract may result in a change to the scope of work. The principal contractor shall make allowance for this in his Health and Safety Plan.

**The principle health, safety and environmental risks involved on this specific site will be that of:-**

- Risk of employees falling from a height /certificates of basic fall arrest./appointment letters for those responsible for rescue.
- Use of suitable harnesses.
- Risk
- Ladder usage.
- Cranes/cherry picker trucks certificate of servicing by A.I.A.
- Safe storage of petrol.

- Excavations- person (employee or public ), Danger of walls falling in / shore the walls/soil away from the hole.
- Use of safety nets instead of safety tapes.
- Heavy loads to be carried by cranes and not manual Labour.(re-in forcing and masts)
- Road closures when assembling and erecting the mast. (Application to traffic dept.).

## 5. Details of Specifications

### 5.1 Job specific details of specifications.

In general, when supply domestic houses with electricity, workers must follow and adhere to the following methods and procedures, in order to prevent accidents and injuries:

- a) In the township area where there is high density housing and population (contractor needs to be mindful of children, traffic, existing services, and animals within the vicinity in which they will be working from.
- b) Should it be necessary to enter a private property, the reason for such entry must be explained courteously to the occupier of the premises.
- c) Whenever possible, ladders must be used to get to higher places and correct procedures for the use of ladders must be followed.
- d) Environmental factors must be taken into consideration (type of soil in the area, water streams and vegetation in the area.

### Safety and Health

- e) Supervisor must always assure themselves about their worker's skills and knowledge of all safety procedures, and if necessary, arrange for workers to be trained or re-trained.

- f) Excavated area needs to be visible and properly barricaded and must be backfilled within 3 days in order to reduce the risk of accidental falls. (Use of safety nets and not tapes).
- g) Chemicals used must not affect the health of the employees and of the public.
- h) Hearing protection to be used if noise levels exceed 85 dB.

## 5.2 Site Standards and Rules

- The contractor shall be responsible for enforcing and respecting all applicable health and safety rules in performance of all work covered by the contract, particularly those relative to the OHS Act and relevant regulations made under them.
- The contractor shall be responsible to always ensure the use of traffic cones and warning signs to warn traffic.
- Any deviation found shall be reported in the site instruction book by CENTLEC representatives, or dept. of labour inspector.
- All times there shall be three spares personal protective equipment's for visitors and be marked visitors.
- Two toilets for male and female separately be provided and clearly marked to identify male and female gender.
- There shall be site office(s) built structure, change room for both male and female and they can be used for shelter for eating facility.
- Proper drinking water at the strategic location shall be provided for employees.
- Health and Safety Committee meetings that involve CENTLEC Health and Safety division representatives shall be held on the monthly basis.
- Contractors shall provide their workers with proper training so that they can perform their work safely. Train all staff to be aware of their own responsibilities for, and to provide information, instruction, and training on, the particular hazards and risks in relation to the scope of work; and
- The contractor shall ensure that every lifting machine is operated by an operator specifically trained for a particular type of lifting machine.

## 6. Safety File

The contractor shall appoint a suitable qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The health and Safety File shall include the following information:

- Notification of construction Work (Construction Regulation 3) (Schedule A)
- Copy of OHS Act (updated and not abridged version) (General Administrative Regulation 4) and relevant regulations as stated by section 44 of OHS Act 85 of 1993.
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4(g))
- Copy Health and Safety plan (Construction Regulation 5(1)) that include the followings:-

### 6.1 Applicable requirements

- a. List of equipment and specialized equipment
- b. List of PPE issued
- c. Recent inspection lists of equipment in use.
- d. Training records
- e. Proof of training by an accredited for working at heights.
- f. Hazards identification and risk assessments.
- g. Test records for lifting equipment by an accredited body.
- h. Incident history
- i. Notices issued
- j. Protection against biological agents like ants-infested trees.
- k. OHS programme agreed with client including the underpinning Risk Assessment and Method Statements (Construction Regulation 5(1))
- l. Appointment/Designation forms required by the ACT and Regulations
- m. Registers as follows:

## 6.2 Register required

- OHS Representatives Inspection Register (monthly)
- Power tools inspection register.
- Lifting equipment (before use and monthly)
- Fire equipment inspection and maintenance (monthly)
- First aid (monthly)
- Hazardous Chemical Substances ( MSDS and listing of chemicals)
- Inspection of cranes (daily before use and yearly inspection records)
- Inspection of ladders (daily before use and monthly)
- Inspection of vessels and pressure (monthly and 3 yearly)
- Machinery inspections (before use and monthly)
- Drivers/Operators of mobile plant/construction vehicles daily inspections

***The Health and Safety File shall be handed over to the client on completion of the contract. It must contain all the documentation handed to the contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project***

## 6.3 Written Safe Work Procedures and Risk Assessments

- Written Safe Work Procedures are to be available in order to mitigate, reduce or control the hazards and risks identified in the Risk Assessment.
- Initially a generic document can be produced, by the first three weeks of operation a task- based document must be produced and be updated as per changes in tasks.

## 6.4 Personal Protective Equipment

The Principal Contractor shall ensure that the following minimum personal protective equipment and wear are issued to his employees:

- No person is allowed to be on site without the required PPE as prescribed by risk assessments. This must be discussed at the safety meeting and adhered to by all contractors on site.
- Contractor must ensure that PPE is being used as a last resort upon trying all reasonable means to remove the hazard.
- All contractors are required to keep an updated register of all PPE issued.
- Strict compliance measures must be administered to ensure employees use PPE.
- Hard hats, safety shoes with steel toe caps and protective clothing shall be provided by the contractor free of charge for all his employees and shall be worn at all times. Employees working on site must not wear metallic helmets. Other protective equipment such as gloves, safety glasses, face shield, dust mask, ear plugs etc shall be issued and used when required as per tasks in the risk assessment and safe work procedure. The contractor shall ensure that his employees understand why the PPE is necessary and that they use them correctly and sign for receiving them.
- When handling corrosive liquids e.g., acids or caustic suitable eye protection, gloves, and special overalls shall be worn.
- Any person refusing to wear protective clothing when instructed to do so by the responsible person shall be removed from the site.
- Clearly outline the procedure to be followed when PPE is 1. Lost or stolen; 2. Worn-out or Damaged.

## 6.5 Appointment of Health and Safety Personnel

- The Contractor and Sub Contractors shall ensure that all relevant appointments specified in the Occupational Health and Safety Act 85 of 1993 and Construction Regulations are made in writing prior to commencement of the Project.
- The principal contractor shall provide adequate levels of suitable trained, experienced and competent management and supervision to ensure that the works proceed and without risks to health or environment and that all operations and personnel for whom the contractor is responsible are adequately monitored and supervised.

The Principal Contractor shall ensure that the appointments listed below are made where applicable:

***Required appointments as per the Construction Regulations (CR):-***

<b>Item</b>	<b>Regulation</b>	<b>Appointment</b>	<b>Responsible Person</b>
1.	4(1)(c)	Principal contractor for each phase or project	CENTLEC/Consultant
2.	5.(3)(b)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	6(1)	Construction supervisor	Contractor
5.	6(2)	Construction supervisor sub-ordinates	Contractor
6.	6(6)	Construction Safety Officer	Contractor
7.	7(1)	Person to carry out risk assessment	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	8(1)(a)	Fall protection planner	Contractor
10	11(3)(b)(ii)(b)	Professional engineer or technologist/land surveyor.	Contractor
11.	15(2)(c)	Compliance plan developer	Contractor
12.	17(8)(a)	Material hoist inspector	Contractor
14..	19(2)(b)	Power tool expert	Contractor
15.	19.2 (g) (i)	Power tool controller	Contractor
16.	27 (h)	Fire equipment inspector	Contractor
17.	16(2)	CEO assistant	Contractor

## **6.6. Establishment of Health and Safety Committee**

The Principal Contractor shall establish a Health and Safety Committee in terms of Section 19 of the Occupational Health and Safety Act 85 of 1993.

The Principal Contractor shall hold meeting at least once a month with appointed supervisors, Health and Safety Reps and the chairperson of the Health and Safety Committee and copies of the safety meeting to be forwarded to CENTLEC and the CENTLEC health and safety representative need to be informed and invited to such meetings.

Matters that are to be discussed should include at least the following as minimum:

- Make recommendations to resolve health and safety matters (i.e. internally by representatives or externally by DOL inspector)
- Accident/safety incident and they must be recorded for audit and for reporting to CENTLEC safety representative.
- Hazardous conditions
- Hazardous material/substances
- Work procedures
- PPE
- Housekeeping
- Work permits.
- Non conformances
- Emergency preparedness
- Traffic control
- Access control
- Medicals
- Training
- Forthcoming high hazard activities
- Liquor and drugs
- Occupational health and hygiene issues
- General health and safety issues
- Matters arising from principal contractor safety meetings.

## 6.8 Health and Safety Hazards

The Principal Contractor shall take cognizance of the following hazards that are prevalent in the project:

#### 6.8.1 Hazardous Environment

- Inclement weather – (Heat/Rain/Wind)
- Scarring or defacing of the environment.

#### 6.8.2 Hazardous Equipment

- Trucks
- Ladders
- Lifting equipment
- Pressure vessel
- Chains and slings
- Fall protection equipment's.

#### 6.8.3 Hazardous Operation

- Use of step ladder
- Usage of the carry picker by unauthorized personnel
- Wacker
- Poker

#### 6.8.4 Hazardous Tool

- Electric hand tools

#### 6.8.5 Hazardous Substances

- Chemicals ( cad weld)
- Oil
- Diesel
- Degreaser
- Cement

## 7 Arrangements for controlling significant site risks.

The following are some examples requiring arrangements for controlling the most significant site risks.

### 5 7.1 Safety Risks

- The maintenance of plant and equipment
- Traffic.
- Failure to carry out daily inspections of machinery.
- Dealing with existing unstable structures/land
- Other significant safety risks as and when identified.

### 6 7.2 Health Risk

- Manual handling
- Reducing noise and vibration
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses
- Provision of maintaining ablution and eating facilities
- Other significant health risks, when identified.
- Distribution of condoms
- Allow employees to test voluntarily when CENTLEC Wellness section arrange testing for HIV/AIDS and other chronic diseases.

- Allow employees to donate blood voluntarily when CENTLEC Wellness section arranges for blood donation.

All safe operating procedures, method statements or rules implemented mitigate the risk whilst performing hazardous tasks are to be effectively communicated to the contractor's staff performing the tasks.

It is to be noted that these are some of the hazards that may be prevalent in this Project.

Others may be identified during the Risk Assessment.

## **8. Fire precautions on construction sites**

The provisions of the environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply with all amendments.

In addition, the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

No open fire will be allowed on site, unless a proper arrangement with the site manager and authority has been made.

All fire extinguishers shall be:

- clearly labelled.
- conspicuously numbered.
- entered in a register.
- inspected monthly by a competent person; and
- tested and serviced at recommended intervals by an accredited supplier.

## **9. Communication & Liaison**

- Occupational Health and Safety Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee. An emergency committee meeting will be held to address emergency issues.
- In addition to the above, communication may be directed to the CENTLEC representative or his appointed Agent, verbally or in writing, as and when the need arises.
- Consultation with the workforce on Occupational Health and Safety matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- The Principal Contractor will be responsible for the distribution of all relevant Occupational Health and Safety information to other sub-contractors.

## **10. Fall protection plan**

A comprehensive fall protection plan is to be established in order to prevent employees from falling from elevated positions.

- The contractor shall stop all persons working with the usage of a ladder during periods of inclement weather or if the possibility of lightning is present.
- Working at heights shall only be carried out under the supervision of a competent person.
- Provision must be made to prevent objects and material from falling from height.

## **11. Permit to work**

The contractor is to ensure that the proper permit is in hand and duly authorised by appointed person before commencing with the work in question, some of the activities that require a permit to work are:

- Permit to be requested to work near live overhead network to be isolated.

- Use of hazardous chemical substances (all MSDS shall be available and kept in the safety file), CENTLEC Health and safety Division shall be informed of all chemicals used on site or to be used.
- Work to be carried near/adjacent to live electrical network. The work permit shall be requested by the project manager representing CENTLEC and it shall be issued by CENTLEC control. Work will be carried out under the supervision of CENTLEC representative project manager and contractor shall sign acknowledgement letter to understand the risks associated with that specific work.

Contractor shall liaise with the project manager from CENTLEC for the issue of work permit.

## **12. Housekeeping on Site**

The Principal Contractor shall ensure a high level of housekeeping on site. On completion, the contractor is responsible for clearing the site. (Excess soil and rocks).

## **13. First Aid Facilities**

- Conspicuous signs shall be placed where first aid equipment is kept and stored. The name of the responsible person shall be placed against the first aid box.
- Adequate first aid facilities are to be available on site.
- Individuals that are trained and certified competent to administer first aid are to be on site at all times, serving as First Aid Officer.
- The following welfare facilities must be provided for and kept in clean and suitable condition, shower facility, sanitary facility, changing facility, sheltered eating facility and drinking water at strategic locations on site.

## **14. Health and Safety Induction**

- The Principal Contractor shall ensure that all employees undergo a health and safety induction.
- Proof of induction is to be included in the “Safety File”.

- The contractor is expected to have a daily safety “tool box” meeting. Subject topics that are applicable to the job at hand e.g. near misses that have happened, accidents and up and coming work will be discussed along suggestion and comments.
- These meetings can be used as a training meeting with the central idea of educating employees.

## **15. ACCIDENT/INCIDENT REPORTING AND INVESTIGATIONS**

### **15.1 REPORTING OF INCIDENTS AND OCCUPATIONAL DISEASES**

All accidents and incidents shall be reported the same day to the Health and Safety Division of CENTLEC within 24 hours.

Section 24 of the Act refers to certain incidents occurring at the workplace, or in connection with the use of machinery whereby a person dies or is injured to be extent where he is likely to die or could have resulted in a major incident. Such incidents should be reported to the Provincial Director on a WCL 1 or WCL 2 form within seven days.

Certain other types of incidents must be reported to the Provincial Director telephonically, facsimile or similar means of communication and these types of incidents are as follows:

- (a) Where a person, as a result of the incident.
  - i) Dies.
  - ii) Becomes unconscious.
  - iii) Suffers the loss of a limb or part thereof.
  - iv) Is injured to the extent that he is likely to die.
  - v) Is injured to the extent that he is likely to be permanently disabled.
  - vi) Is injured to the extent that he is likely to be off for a period of 14 days or more.
  - vii) Cannot perform his normal duties (those duties for which he was employed).
- (b) An incident of major consequence arising out of the use of industrial equipment or machinery or industrial practices at a workplace.

(c) The health and safety of any person is endangered and where –

- i) A dangerous substance was spilled.
- ii) The uncontrolled release of any substance under pressure (pressure greater than 1 atmosphere) took place.
- iii) Machinery or any part thereof fractured or failed, resulting in flying, falling or uncontrolled moving objects; or
- iv) Machines, which ran out of control.

These incidents should also be recorded and investigated in accordance to Regulation 8 of the General Administrative Regulations.

If an injured person is to die, because of an incident, which has already been reported in terms of the above, the employer or user should report such death to the Provincial Director.

Any registered medical practitioner should, in terms of Section 25 of the Act, report all (to the employer and Chief Inspector) cases of occupational diseases or any other disease, which he believes arose out of a person's employment, which he/she has treated. This must be done within 14 days in the form of a WCL 22 form.

Any other person may, in writing, give notice of any disease suspected to be an occupational disease, to the employer and chief inspector.

## **15.2 RECORDING AND INVESTIGATION OF INCIDENTS**

The employer or user of machinery should keep record and investigate all incidents referred to in terms of Section 24 of the Act together with any other incident, which resulted in the person concerned having had to receive medical treatment other than first aid.

These incidents must be recorded in the form of Annexure 1 of these regulations and be kept for a period of at least 3 years. This record shall be kept on the premises and available for perusal by an inspector.

The contractor, a designated person, a health and safety representative or a member of the health and safety committee must investigate the above-mentioned incidents. This investigation should take place within 7 days from the date of incident and completed as soon as is reasonable practicable or within the contracted period of contract workers. The employer should record the result of the investigation in the Annexure 1. The purpose of the investigation is to establish the cause of the incident together with the safety measures that can be implemented to prevent the re-occurrence of such incidents in the future.

The health and safety committee shall examine this record at their next meeting.

- All accidents/incidents shall be recorded and investigated and reported to Occupational Health & Safety Section.
- Accidents/incidents are to be reported to CENTLEC Project Manager.
- All reportable incidents in terms of Section 24 of the OHS ACT shall be investigated and recorded by the contractor as required by the Act and also reported to Occupational Health & Safety Unit.
- The contractor shall compile an investigation report and ensure that all the preventative actions recommended are in place.

## 16 RESPONSIBILITIES

### 16.1 Client

16.1.1 The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

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

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

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

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

## 16.2 Principal Contractor

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

Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

16.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

16.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Subcontractors for which he has to take responsibility in terms of this contract.

16.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement of the works.

16.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of the tender upon which a tenderer's offer is based.)

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

16.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

16.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

16.2.9 The Principal Contractor shall, throughout the execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

16.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which the revised plan shall be submitted to the Client and/or his/her Agent for approval.

## **17. Health and Safety Inspections/Audits**

- The Principal Contractor shall ensure that the work area, equipment, machinery, safety equipment and wear, etc are inspected on a regular basis.
- Proof of such inspections are to be maintained in the “Safety File”
- All non-conformances revealed during the inspections are to be noted and rectified as soon as possible. The client, health and safety unit will also conduct formal audits at least once a month and deviations that are revealed must be rectified within the required time frame.
- All portable tools shall be inspected daily by the user as well as weekly recorded inspections and testing to be done.

## **18. Emergency Preparedness**

The Principal Contractor shall develop and implement an emergency plan for site in collaboration with sub-contractors and the client representative. The plan would have to be revised due to the changing environment on the construction site. Specific requirements for first aid and medical as well as fire and rescue will be addressed. The contractor is to ensure that the necessary firefighting equipment is in place in respective areas and proper signage placed at the conspicuous places. Emergency preparedness plan shall ensure that all emergency contact details are placed in a conspicuous place where they can be easily seen and accessed by employees.

## **19. Non-Compliance to Health and Safety Standards**

The CENTLEC Representatives reserve the right to stop the operations of the Principal Contractor should it be found that the operations are being undertaken in noncompliance with the laid down health and safety plan based on this specification.

The client has the authority to issue a non-conformance report to any contractor not complying to the SHE requirements on site, with necessary required rectification action required within a specific time frame.

It is noted to the contractors that any expenses incurred due to non-conformance shall be for Contractor's account in question.

Safety officers and other personnel have the authority to stop work if there is a life-threatening situation or danger of material loss/damage and direct immediate remedial action under the supervision of contractor's manager is required.

Any "stop work order' shall be followed up and the site manager shall present a written report including remedial actions to avoid the re-occurrence and disciplinary action for contravening safety regulation and if considered necessary to instruct the site manager to remove certain of his personnel from site.

## **20. Legal Framework**

Part of legal obligations

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

1. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
2. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
3. Traffic Act.
4. Legislation pertaining to water usage and the environment
5. Common Law

## **INDEX**

1. NOTIFICATION OF CONSTRUCTION WORK
2. EMERGENCY SERVICE NUMBER
3. CONTRACTOR DETAILS
4. INSPECTION CHECKLIST
5. MANDATORY AGREEMENT

## ANNEXURE A

### **NOTIFICATION OF CONSTRUCTION WORK** **Regulation 3 of the Construction Regulations, 2003**

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

.....

(b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

.....

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

.....

(b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

(b) Name and telephone number of designer's contact person:

.....

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

.....

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

.....

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

.....

8. Nature of the construction work:

.....

.....

.....

9. Expected commencement date: .....

10. Expected completion date: .....

11. Estimated maximum numer of persons on the construction site:

.....

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

.....

13. Name(s) of contractors already chosen:

.....

.....

.....

*Principal Contractor**Date**Client**Date*

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.
- **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

**EMERGENCY SERVICES TELEPHONE (please ensure to up-date the numbers before submitting your risk file.)**

<b>Ambulance</b>	<b>10177</b>
<b>Police Flying Squad</b>	<b>(051) 10111</b>
<b>Fire Brigade</b>	<b>(051) 406 6452</b>
<b>Electricity</b>	<b>(051) 409 2345/2455</b>
<b>Water &amp; Sewage</b>	<b>(051) 405 8191/2</b>
<b>Toxic Bureau</b>	<b>(051) 082 491 0160</b>
<b>Disaster Management</b>	<b>(051) 406 6434</b>
<b>Bees</b>	<b>(051) 400 5331</b>

#### **GENERAL EMERGENCY CONTACTS**

<b>Traffic</b>	<b>(051) 406 6500</b>
<b>Environment Protection Authority</b>	<b>(051) 406 6441</b>
<b>Pelonomi Hospital</b>	<b>(051) 405-1911</b>
<b>Universitas Hospital</b>	<b>(051) 405 3911</b>
<b>National District Hospital</b>	<b>(051) 403 9600</b>
<b>Mediclinic Hospital</b>	<b>(051) 404 6225</b>

<b>Rose Park Hospital</b>	<b>(051) 505 5111</b>
<b>Netcare Hospital</b>	<b>(051)</b>

## **UTILITIES**

<b>Gas Leaks (24 hours)</b>	<b>(051) 406 0500</b>
<b>Electricity</b>	<b>(051) 409 2345/2455</b>
<b>Water &amp; Sewage</b>	<b>(051) 405 8191/2</b>

## **CONTRACTOR DETAIL**

<b>Employer Particulars</b>	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Company Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	

Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female.....

<b>Contractor Particulars</b>	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR14: SCAFFOLDING:	

CR15: SUSPENDED SCAFFOLDING:	
CR17(6): MATERIAL HOIST (S):	
CR18(1): BATCH PLANT:	
CR8(1)(a): FALL PROTECTION:	
CR11(1)(1): EXCAVATION WORK:	
CR19(2)(b): EXPLOSIVE POWER TOOLS	
CR26(a): STACKING	

### **MANDATORY AGREEMENT AS PER SECTION 37(2) OF THE ACT**

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Agreement between CENTLEC and \_\_\_\_\_ **(contractor name)** as per the provisions of Section 37 (2) of the Act, to ensure that no provision is given to the contractor to deviate from the Occupational Health and Safety Act 85 of 1993 and the incorporated regulations as stated in Section 44 of the Act.

In terms of the provisions of the Construction Regulations CR 4(1) (c),

I, \_\_\_\_\_ do hereby appoint.

*CENTLEC Representative OHS 16.1/16.2*

\_\_\_\_\_ as represented.

Name of contractor

by \_\_\_\_\_ for this construction work

*Contractor Representative OHS 16.1/16.2*

of construction at area/s: \_\_\_\_\_

Places where construction has to take place.

bon the project/construction site: \_\_\_\_\_.

It is your duty in terms of CR 5(4), to provide and demonstrate to all your sub-contractors a suitable and sufficiently documented health and safety plan and Health & Safety Specification from CENTLEC, based on the relevant sections of the Health & Safety specification for this project, contemplated in CR 5(3) (a) which we shall provide to yourselves, which shall be applied from the date of commencement of and for the duration of your construction work.

Furthermore, in terms of CR 5(7) you shall ensure that a Health & Safety file, which shall include all documentation required in terms of the Act and these Regulations, is opened, and kept on site and made available to an inspector, CENTLEC Safety Division Representative.

As per CR 5(1) (d), you shall stop any contractor from executing construction work, which is not in accordance with, your health and safety plan for the site or which poses a threat to the health and safety of person.

In terms of CR 6(1) & CR 6(2), appoint a full-time competent person in writing as a Construction Supervisor, and if warranted, one or more Assistant Construction Supervisors, who shall have the same H&S duties as the Construction Supervisor. Provided that a sufficient number of competent employees have been appropriately designated under Construction Regulation CR 6(2) on this construction site, the appointed Construction Supervisor may supervise more than one site. On large projects, or those with high risks or accumulation of hazards or risks, must appoint a full-time or part-time Construction Safety Officer, as required by Construction Regulation CR 6(6). You are to lodge copies of these appointments with CENTLEC.

The responsible/competent person/s appointed in terms of the Act, shall work/consult with \_\_\_\_\_ (*Contractor name*) and other contractors employed on the project, on an H&S committee established specifically to ensure that the intentions of the OHASA are complied with, as per section 19 of the Act & Construction Regulation CR 7(3). Please furnish us with proof of appointment of H&S representatives, as required by section 18 of the OHASA. Every employee of yours must have undergone H&S induction, pertaining to the hazards prevalent on this construction site/project, prior to them entering the site. All employees must be

in possession of proof of such H&S induction and carry this proof with them for the period that they are on the site as per CR 7(8) and CR 7(9).

You must cause a risk assessment to be performed by a competent person appointed in writing, prior to work commencing & be updated during construction, in terms of Construction Regulation CR 7(1), which shall form part of your H&S plan.

By your signature on the acceptance of the appointment, you accept that both you & your company are fully responsible for any acts or omissions in terms of the Act by any of your employees or mandatories.

You must lodge a certificate with us confirming your registration in terms of the *Compensation for Occupational Injuries & Diseases Act No. 130 of 1993*, when start on site.

Your company shall comply with all applicable legislation & amendments thereto, including, but not limited to the following:

- The Aliens Act of 1952;
- The Unemployment Insurance Act of 1986;
- The Labour Relations Act of 1995;
- The Basic Conditions of Employment Act of 1997;
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SANS10 0400)
- The Post Office Act 1958 (Act 44 of 1958) as amended
- The Electricity Act 1984, Act 41 of 1984
- The Regulations of Local Gas Board(s), including Publications of the SANS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4<sup>th</sup> October 1997
- Legislation pertaining to water usage and the environment
- Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- Common Law

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

Signature: \_\_\_\_\_

CENTLEC OHS Act Section 6(1) /16(2)

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**ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_ being CEO of \_\_\_\_\_ do hereby accept this appointment and understand the requirements of this appointment and the Act and Construction Regulations, applicable Municipal regulations & By-laws.

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Signature of Mandatory

Name (please print)

Designation

Date

Or his Representative

---

---

Signature (16 (2) appointee)

Name (please print)

Designation Date

**COPY OF THIS APPOINTMENT IS TO BE AVAILABLE ON THE CONSTRUCTION SITE, AS WELL AS SHEQ DIVISION OF CENTLEC.**