

# **NKANGALA DISTRICT MUNICIPALITY**



## **HEALTH AND SAFETY SPECIFICATION**

**Municipal Manager  
NKANGALA DISTRICT MUNICIPALITY  
MIDDELBURG**

**NKANGALA DISTRICT MUNICIPALITY  
HEALTH AND SAFETY SPECIFICATION**

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## **SECTION I**

### **HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2003**

## **SECTION I**

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**NGANGALA DISTRICT MUNICIPALITY**  
**HEALTH AND SAFETY SPECIFICATION**  
**THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993**  
**CONSTRUCTION REGULATIONS 2003**

**SECTION 1**

**1. INTRODUCTION**

This document was construed in order to comply with the provisions of the **OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**.

Definitions of words are those described in the Act and the Construction Regulations of 2003.

This document formulates the specification of the Nkangala District Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Nkangala District Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Nkangala District Municipality in writing.

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**SECTION 2 : DESIGNERS**

1. All wording shall have the meaning as defined by the H&S Regulations 2003.
2. This specification is in terms of the H&S act 1993 and the regulations of 2003.
3. All work performed and procedures followed by designers shall be done according to the H&S regulations of 2003.
4. The client is aware of the fact that the appointment of a designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all safety issues regarding the project for which a designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover to indemnify the client for their acts and omissions in terms of
  - professional conduct
  - the H&S act in particular to indemnify the client against penalties imposed for acts or omissions.

The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in terms of the H&S regulations.

The professional indemnity insurance has a “negligent acts and omissions” wording only and therefore additional insurance is necessary to cover the client against penalties imposed in terms of the regulations.

8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.

9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

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**SECTION 3 : PRINCIPAL CONTRACTORS (P C)**

1. The definitions of the regulations 2003 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the H&S regulations.
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
3. Work shall not be done at the expense of human safety or health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety induction courses under the supervision of the H&S manager.
9. The P C shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for the particular task.



12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.
13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H&S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have the opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designer of client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.

28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.
30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50 kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than -5° Celsius. Should the designer and the P C decide that the work is urgent, workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description, shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the Explosives Act.

44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H&S manager.
45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated areas approved by the H&S manager.
46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the P C shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the P C.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H&S manager and shall be investigated. Copy of such procedure shall be entered into the H&S file.
54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards.
56. No vehicle shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if it produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H&S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.

60. Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority.

Position of services identified shall then be verified by opening by hand, not by machine.

Particular care shall be taken not to damage these services.

Electrical services are inherently dangerous and shall be opened by skilled people only.

These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicate
- Non smoking areas on site
  - Safety exits / Emergency exits from buildings under construction
  - Stairs (temporary and permanent works)
  - Toilets
  - Fire fighting equipment
  - Workmen busy with equipment overhead
  - Fire assembly points
  - Fire escapes
  - Areas where members of the public are not allowed.
  - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.
- Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.

68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

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## **SECTION II**

### **HEALTH & SAFETY ACT 1993 GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003**

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**GUIDELINES FOR CONTRACT ADMINISTRATION**  
**IN TERMS OF THE CONSTRUCTION REGULATIONS 2003**  
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**SECTION 1 AND 2**

**1. PURPOSE OF THIS DOCUMENT**

This document describes the procedures to be followed in the execution of Engineering Projects for Nkangala District Municipality.

The role of all parties to the development project is described.

The document is in terms of the Construction Regulation 2003 of the Health and Safety Act 1993.

**2. BACKGROUND**

The Minister of Labour has on 18 July 2003 under section 43 of the Occupational Health and Safety Act 1993 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol. 456. They have immediate effect and are applicable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and Workers are made aware of the value of safe working procedures and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

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**SECTION 3**

**3. THE CLIENT**

In terms of the law the client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows:

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|--|----------------|
| .1 To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties. | Clause 4(1)(a) |
| .2 To provide a risk assessment to the principal contractor.   | Clause 4(1)(b) |
| .3 To appoint the principal contractor in writing.   | Clause 4(1)(c) |
| .4 To ensure that the H&S plan is implemented.   | Clause 4(1)(d) |
| .5 To stop any contractor executing work in an unsafe manner.  | Clause 4(1)(e) |
| .6 To provide additional H&S information to the contractor should changes be made to the work.   | Clause 4(1)(f) |
| .7 To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund.  | Clause 4(1)(h) |
| .8 To make sure tenderers have made provision in their offers for H&S measures.  | Clause 4(1)(h) |
| .9 To discuss and approve the H&S plan with the principal contractor.  | Clause 4(2)    |

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| .10 | To keep a copy of the H&S plan of the principal contractor.   | Clause 4(3) |
| .11 | To <u>not</u> employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely.  | Clause 4(4) |
| .12 | The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.<br><br>The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 9(2). | Clause 4(5) |
| .13 | The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities.   | Clause 4(6) |

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| 4.4   | It can be derived from the regulations that the client can appoint a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5).  | Clause 4(5) |
| 4.5   | The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf.  |             |
| 4.5.1 | "Structure" in terms of the regulations means:   | Definitions |
| (a)   | <ul style="list-style-type: none"> <li>• any building</li> <li>• steel or reinforced concrete structure</li> <li>• railway line</li> <li>• railway siding</li> <li>• bridge</li> <li>• waterworks</li> <li>• reservoir</li> <li>• pipe or pipeline</li> <li>• cable</li> <li>• sewer</li> <li>• sewage works</li> <li>• fixed vessels</li> <li>• road</li> <li>• drainage works</li> <li>• earthworks</li> <li>• dam</li> <li>• wall</li> <li>• mast</li> <li>• tower</li> <li>• tower crane</li> <li>• batching plants</li> <li>• pylon</li> <li>• surface and underground tanks</li> <li>• earth retaining structure</li> </ul> <p>or any structure designed to preserve or alter any natural feature and any other similar structure.</p> |             |
| (b)   | Any formwork, false work, scaffold or other structure designed or used to provide support or access during construction (structural engineering sector).   |             |
| (c)   | Fixed plant to prevent people from falling 2 meters or more.   |             |

4.5.2	The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited.	Clause 9(2)
4.5.3	The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. <u>This is in fact a Risk Assessment.</u>	Clause 9(2)(b)
4.5.4	The designer (in the structural engineering context) shall further furnish to the contractor in writing:	Clause 9(2)
i)	A geo-technical report.	
ii)	The loading of the structure.	
iii)	The method and sequence of the construction process.	
iv)	He should exclude inherently dangerous methods of construction in his design.	
v)	The maintenance of the structure shall be through safe procedures.	
vi)	He should carry out inspections.	
vii)	And stop the contractor from executing work dangerously.	
viii)	A final inspection is necessary to ensure safety of the structure.	
ix)	Great emphasis should be given to the ergonomic design of the structure.	
x)	The engineer should also give input in the design of temporary work e.g. scaffolding.	Clause 10(c)

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## NGANGALA DISTRICT MUNICIPALITY

### GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2003 HEALTH & SAFETY ACT 1993

#### SECTION 5

#### 5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations.

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|------|--|----------------------|
| 5.1  | In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC. |                      |
| 5.2  | The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.  | Clause 5(1) and 5(2) |
| i)   | He should also stop his contractors should they work unsafely.   | Clause 5(3)(d)       |
| ii)  | He should appoint safety officers should the size of the work warrant it.  | Clause 6(6)          |
| iii) | He should cause a risk assessment to be executed by a competent person.  | Clause 7(1)          |
| iv)  | Visitors to his site should undergo induction pertaining to H&S issues.  | Clause 7(8)          |
| v)   | He shall see to his employees induction and H&S training.  | Clause 7(7)          |
| vi)  | The employees of the PC and his contractors shall wear visible proof of their induction training.  | Clause 7(9)(a)       |
| 5.3  | The regulations also covers the detail of:   |                      |
|      | • Fall protection  | Clause 8             |
|      | • Structures (under this heading the responsibilities of the designer of a structure is found)   | Clause 9             |
|      | • Formwork and support work  | Clause 10            |
|      | • Excavation work  | Clause 11            |
|      | • Demolition work  | Clause 12            |
|      | • Tunnelling   | Clause 13            |
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**SECTION 6**

**6. APPOINTMENT OF THE DESIGNER**

Clause 4(5)

- 6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.
- 6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations.
- 6.3 The responsibilities and duties of a designer in the H&S context are those that is dictated by law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.
- 6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations.
- 6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.
  - .1 To ensure the H&S plan of the PC is implemented on site.
  - .2 To ensure that changes to the design are also incorporated in the H&S plan.
  - .3 To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund.
  - .4 To see that the contractor registers the site as a construction site at the Department of Labour.
  - .5 To discuss with the contractor the H&S plan and then recommend to the client the approval thereof.
  - .6 To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client.
  - .7 Control the following on site:

Clause 4(1)(d)

Clause 4(1)(e)

Clause 4(1)(f)

Clause 4(1)(g)

Clause 4(2)

Clause 4(4)



- |   |             |
|---|-------------|
| a) To see that the principal contractor keeps the H&S file up to date and that it is given to the client upon completion of the contract. | Clause 5(7) |
| b) To see that the principal contractor keeps a data base of all contractors involved with the project.                                   | Clause 5(9) |
| c) To see that the principal contractor appoints one or more construction supervisors.  |             |
| d) To see that this person is dedicated to the particular project only.   | Clause 6(4) |
| e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records.                            | Clause 7(1) |

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**SECTION 7**

**7. THE ROLE OF THE CLIENT**

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| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/ designer.   | Clause 4(2)    |
| 7.3 | The client employs the Principal Contractor.   | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent.   | Clause 4(5)    |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility.  | Clause 4(6)    |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner.   | Clause 4(4)    |

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**SECTION 8**

**8. THE ROLE OF THE PRINCIPAL CONTRACTOR**

The principal contractor should execute the following duties:

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|-----|--|--------------|
| .1  | Provide a health and safety plan.  | 5(1)         |
| .2  | See that his contractors comply with the regulations.  | 5(2)         |
| .3  | He should discuss the particular H&S plan.   | 5(5)         |
| .4  | He should have his H&S plan available.   | 5(6)         |
| .5  | He should have an H&S file available on site and hand it over to the client upon completion. | 5(7)         |
| .6  | He should not employ contractors who are not capable.  | 5(10)        |
| .7  | He should have full time supervision on site.  | 6(1) to 6(8) |
| .8  | He should produce a risk assessment of the work.   | 7(1)         |
| .9  | He should train his employees.   | 7(4)         |
| .10 | He should introduce induction training on site.  | 7(7)/ 7(8)   |
| .11 | All physical aspects of the regulations as in terms of the regulations.                      |              |

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**SECTION 9**

**9. THE PROCEDURE RECOMMENDED**

- |     |   |                     |
|-----|---|---------------------|
| 9.1 | The Client decides to execute work and appoints a designer to administer the work.  |                     |
| 9.2 | The scope of works and the exact duties of the designer are identified and given to him in writing.   |                     |
|     | The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal PI insurance provided by the designer.                                  |                     |
|     | The designer prepares a contract document and ensures that this document states clearly the following:  |                     |
| .1  | A risk assessment of the project and the H&S specification of the client.   |                     |
| .2  | All relevant information to enable the pricing of the contract.   | 9(2)(a)             |
| .3  | Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety officer is required on site.   | 9(2)(b)             |
| .4  | (i) Geotechnical information<br>(ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account.<br>(iii) The method and sequence of the process. This should identify the priorities of the client. | 9(2)(c)(i) to (iii) |
| .5  | Inherently dangerous procedures should be avoided in the design.  | 9(2)(d)             |

- .6 The maintenance of the structure should be considered also so that this aspect would be safe and ergonomic too. 9(2)(e)
- 9.3 The tenderers then respond by each giving a H&S plan based on the risk assessment of the designer.
- 9.4 The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer.
- 9.5 The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification.
- Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.
- He should open and then maintain his H&S file through the duration of the contract.
- He should then further adhere to the provisions of the H&S regulations.
- 9.6 He should hand over the H&S file (recommend to do that with the designer's as-built drawings).
- 9.7 The designer should stop the work if he has reason to belief that the contractor is executing work in an unsafe manner.
- 9.8 Likewise should the principal contractor stop the work of his contractor(s) should he have reason to belief that such contractor is not working safely.

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**SECTION 10**

**10. CONTRACT DOCUMENTATION**

The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2003.

**A. In the Specification section**

**1. Health and Safety Specification**

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation or addition to the NDM who will authorize this in writing.

**2. Risk Assessment**

This can form part of the contract specifications.

It is necessary to identify to the contractor:

- i) The situation on site as it is with all the potential hazards and dangers involved.
- ii) The nature of the work and the situations that the average contractor would encounter during the execution of the work. The nature of the work and the expected risks should be described in particular as well as the method and the sequence of the work.
- iii) The basic safety precautions that he should take.
- iv) The Safety and Health specification of the client.
- v) To allow sufficient items in the bill of quantities for the tenderer to price for the specified H&S precautions.

### 3. **Insurance**

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2003.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

### B. **The Tender Rules**

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended.

#### **Compliance with the Regulations of the H&S Act 2003**

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

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**SECTION 11**

**11. CONCLUSION**

The Construction Regulations 2003 was long overdue in the South African Civil Engineering Construction Industry. Roleplayers will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect an contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omissions from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process.

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