



☎ (016) 950-5042
☎ 0865555462
E-mail: edwardr@emfuleni.gov.za

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VANDERBIJLPARK
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AGREEMENT AND RULES FOR CONTRACTORS

RULES FOR CONTRACTORS

INTRODUCTION

This document is intended to assist contractors and the management of **Emfuleni Municipal Council** in controlling and supervising their own work environment in order to minimise the probability of an incident, which could result in injury, accident, fire or loss.

Every employee of **Emfuleni Municipal Council** has the authority and responsibility to report to management any operation or deficiency, which contravenes the items listed in this document so that remedial action may be taken.

Non-compliance with our conditions will adversely affect future contracts.

Serious cases of non-compliance may lead to immediate expulsion from our premises.

INSTRUCTIONS TO CONTRACTORS

1. It is a condition of this contract that your workmen, and any sub-contractors, be covered in terms of the Compensation for Occupational Injuries and Diseases Act (130 of 1993) as amended. A copy of your registration certificate must be attached to the signed copy of this document and be handed to the (Occupational Health and Safety Division) **Safety Officer** and the person in charge of the contractor. Furthermore, the contractor certifies that such cover will not lapse during the execution of the work.
2. All work must be carried out by contractors under the close supervision of the competent contractors employees.
3. The right is reserved for security personnel to search persons or vehicles entering or leaving the premises.

4. After completion of the work the contractor must clean the site area where work was performed and restore it to orderliness. Worksites must also be kept reasonably tidy during work operations.
5. Any material left lying about the work area on completion of the job, will be removed, and the cost of removal be debited against the contractor's account. The Council will not be responsible for the safe custody of any such material.
6. It must be noted that any reportable incident or machine failure caused by the contractor will be reported by the Council to the Inspector of Machinery as required under the Occupational Health and Safety Act (85 of 1993).
7. The contractor shall ensure that all tools and materials are kept in a safe place; the contractor shall be responsible for the Health and Safety of its employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
8. The contractor certifies that he is aware of the onus placed on him in terms of the Occupational Health and Safety Act (85 of 1993) and that his employees have been versed in the same.
9. The contractor agrees to indemnify the Council in the event of any underground cabling being damaged and, further, the contractor agrees to indemnify any third party as a result of consequential loss (e.g. loss of power supply at an adjacent factory).
10. Appropriate personal protective clothing and headgear must be worn and especially in areas so demarcated.
11. Contractors shall provide their own ladders, trestles, scaffolding, lifting tackle and tools, which must comply with the standards laid down in the Occupational Health and Safety act (85 of 1993).
12. On no account are contractors or unauthorised employees permitted to operate the Council's cranes, hoists, lifts, or any other equipment including vehicles and forklift trucks. If the use of any of the above equipment is required, application must be made to the person in charge of the contractor and the **Safety Officer**, or person appointed in terms of the General Machinery Regulations (2).
13. All hot work, entry into a confined space and excavation work can only be done upon receipt of a written permit from the person in charge of the contractor.
14. The contractor furthermore agrees to the following Health and Safety and Security rules of the company:

*The contractor and his employees shall be subject to the security and safety rules of the company.

*No drugs or liquor will be consumed on the premises and no person under the influence thereof will be permitted to enter the premises.

*No building material or equipment will be off-loaded or placed nearer than three meters from any perimeter fence or fire hydrant.

*Should it be necessary to work after hours or over weekends, the person in charge of the contractor must be timeously informed to make the necessary arrangements.

I, _____, the contractor, do hereby declare that my company _____ acknowledges having read and understood the conditions contained in this document and, furthermore, our employees agree to abide by these conditions.

CONTRACTOR

DATE

WITNESS 1

DATE

(MUNICIPAL MANAGER (SECTION 16(1)))