

**LABOUR CLAUSES IN PUBLIC CONTRACTS**  
**IN GHANA:**  
**RECENT EXPERIENCE IN THE ROADS SECTOR**





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(Version 1.3)



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## **Table of Abbreviations**

ABCCG	Association of Building and Civil Contractors of Ghana
ASROC	Association of Road Contractors
CBMWU	Construction and Building Materials Workers Union
CPAR	Country Procurement Assessment Report
DANIDA	Danish International Development Assistance
DFID	Department for International Development
DFR	Department of Feeder Roads
EC	European Communities
FIDIC	International Federation of Consulting Engineers
GoG	Government of Ghana
GPRS	Ghana Poverty Reduction Strategy
IDA	International Development Association
ILO	International Labour Organization
ISODEC	Integrated Social Development Centre
MPBS	Maintenance Performance Budgeting System
RSDP	Road Sector Development Programme
SAC	Social Aspects of Construction
SSNIT	Social Security and National Insurance Trust
TOR	Terms of Reference
USAID	United States Agency for International Development

# Labour clauses in public contracts in Ghana: Recent experience in the roads sector

by

David Stiedl and David Tajgman<sup>1</sup>

## **Executive summary**

*Procurement is more than a procedure for purchasing goods and services; it is also a tool for policy implementation. The Government of Ghana has placed poverty alleviation as its highest priority and has established policies accordingly. Employment creation and local enterprise promotion are important strategies for poverty alleviation. Employment itself, however, is not sufficient for alleviating poverty: fair wages, good conditions of work and equitable opportunity for waged employment are needed to ensure the strategic aim.*

*The Country Procurement Assessment Report (CPAR) addresses all aspects of procurement and this paper deals with the issue of employment creation and conditions of work as part of the procurement process.*

*In 1986 Ghana's Department of Feeder Roads (DFR) embarked with World Bank support on a programme to develop labour-based construction contracting as a way of addressing a number of employment and livelihood constraints. DFR has recently undertaken a project – the Social Aspects of Construction (SAC) Project – emphasizing application of Ghanaian labour standards for all those involved in the works. This paper thus focuses on this unique pilot experience to inform the larger procurement process in Ghana.*

*Ghanaian procurement procedures have always stated that Ghanaian laws -- including labour laws -- are fully applicable in the roads sector. The SAC project showed however that health and safety measures were not being taken, correct benefits were not being given to locally recruited temporary workers and "casual workers" continue to attract benefits distinct from other workers. It proved possible through project initiatives to improve the situation with the inclusion of explicit labour clauses, specifications, and bill items. Similar labour clauses are gradually being included in other contracts, both labour- and equipment-based.*

*In addition a study of feeder road delivery in a wider context revealed that labour-based employment creating activities were not being used as much as should have been possible given the success of the early initiatives. This paper makes a number of proposals to rectify the situation.*

*Based on the study discussed more fully in the main text, it is recommended that:*

- 1. Explicit clauses addressing appropriate labour standards be used in all construction related contracts.*
- 2. A clear policy should be stated on the desirability of using labour-based employment creating methods in construction wherever technically feasible and cost effective, and implementing strategies should continue to be developed to support this policy.*
- 3. Systems be introduced for sustainable and local monitoring of compliance, measuring the impact on target groups, and facilitating review and adoption of policies, strategies and law.*

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<sup>1</sup> This paper summarises the findings of a study by ILO consultants David Stiedl (civil engineer, rural infrastructure and labour-based technology specialist) and David Tajgman (lawyer and labour standards specialist) carried out in Ghana from 21 February to 2 March 2003. Terms of reference of the study are found in Annex I:

The study focused primarily on the experience within the Feeder Roads Department of the Ministry of Transport, but the opportunity was taken to place this experience in the wider context of the Road Sector Development Programme, which involves the Department of Urban Roads and the Ghana Highway Authority.

Interviews were conducted with government officials from the Ministry of Transport and Ministry of Labour, consultants, contractors, union officials and some key donors. A list of people met is contained in Annex II found on page 19 and documents studied Annex III found on page 21.

## I. Background: Procurement and poverty reduction policies

Ghana is now in the second year of implementation of its comprehensive poverty reduction strategy (GPRS 2002-2004), developed by the Poverty Reduction Unit in consultation with Government, Civil Society and Development Partners. The strategy emphasises the provision of infrastructure, modernised agriculture based on rural development, enhanced social services, good governance and private sector development.

The procurement of goods and services for the Road Sector Development and Strategic Plan alone is expected to involve an annual expenditure in the order of US\$500 million<sup>2</sup>, and an efficient, transparent and effective procurement service is central to the success of the strategy. However the procurement process has wider ramifications than minimum cost and maximum speed. The opportunity for Ghanaians, and poor Ghanaians in particular, to participate in the provision of infrastructure as workers or as owners of small enterprises, should significantly enhance the poverty reduction impact of the interventions.

*"The most productive way to assist the working poor appears to be through creating opportunities for them to earn a living wage. Infrastructure programmes can contribute to poverty alleviation in several ways, but the most direct route, in addition to the provision of useful economic infrastructure, is through transferring income. Indirect effects include income multipliers generated by the spending of wages, impacts on local labour markets, and enhanced employability of workers after the programme finishes.*

*Source: Issues in Employment and Poverty, S Deveraux, ILO Geneva, November 2002"*

The main objective of the CPAR is to address the efficiency and transparency aspects of the procurement process, covering themes off:

1. Legal framework;
2. Contract management;
3. Public Sector Management;
4. Procurement proficiency, capacity building and training;
5. Private sector participation;
6. Anti-corruption initiatives and programs;
7. Customs and ports clearance procedures; and
8. Other Emerging Areas: electronic procurement and green procurement.

This paper will address social aspects of the process, with particular emphasis on employment opportunities that could be enhanced by encouraging the participation of small enterprises, the opportunity for labour-based technologies, and the possibilities for providing "decent work" – employment with fair wages and working conditions for workers.

The GPRS brings together the idea that procurement policy can be used as a strategy for poverty reduction in Ghana, saying explicitly that in the construction and maintenance of civil infrastructure "labour-based methods will be the priority methodology wherever it is feasible" and that "proper occupational risk identification and management measures must be undertaken through effective monitoring of work place health and safety". We take this as our point of departure.

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<sup>2</sup> Road Sector Development Programme, 2002 Annual Review Report, Ministry of Transport



## II. Labour-based construction in Ghana

There has been a long history of encouraging the development of labour-based techniques in road construction in Ghana. Since 1986, the Department of Feeder Roads, initially with World Bank and subsequently with ILO, USAID, DANIDA and DFID support, has equipped and trained labour-based contractors to carry out all aspects of construction and maintenance on gravel and earth roads.

There are now some 93 contractors in country classified as “C” contractors, which allows them to bid for the construction, rehabilitation and maintenance of gravel and earth feeder roads with a potential combined output of some 1,000 to 2,000 km construction a year. This should be compared with DFR planned annual programme of 2,200 km of full road improvement and 3,800 km of spot improvement

In addition 195 small-scale contractors (A4 and C) have been trained to carry out maintenance operations under the DFR Maintenance Performance Budgeting System (MPBS).

The classification system adopted by the Ministry of Transport is summarised in Annex IV: System for classification of contractors,<sup>3</sup> but broadly speaking sets the maximum values of contract that can be bid for and defines the financial status, experience and resources required. The lower end of the equipment-based (A4) and the labour-based contractors (C) are similar, apart from the equipment holding requirements.

Studies have demonstrated that work carried out by labour-based contractors are on average around 30% less expensive in financial terms than the equipment-based equivalent, and generate at least 6 times the employment for each dollar spent. The work has also been judged to be of the same or higher technical quality.

### **Cost Comparison between Labour-Based and Equipment-Based Methods for Road Works: A Case Study from Ghana**

*A total of 37 projects (19 equipment-based and 18 labour-based) were included in the analysis for this case study. The total length of the sampled projects was 384km (227km equipment based and 157km labour-based).*

*The main conclusion to be drawn from a comparison of the costs for feeder road rehabilitation in Ghana is that the projects using labour-based methods were, on average, 30% financially cheaper per km than those using equipment-based methods.*

*The DFR has calculated that the average percentage of unskilled labour cost in labour-based projects is 30% compared to 4% in equipment-based.*

*Source: DFID Rural Transport Research Programme Sub-Saharan Africa (R6239), Gary Taylor 27 July 1998*

However, even with these advantages, labour-based approaches are still far less common than equipment based, and not particularly popular with either government or the majority of contractors.

Various reasons have been identified for this situation.

### **1. Policy**

Although employment generation is a key policy for the government, this does not appear to reflect in the implementation policy of the RSDP or the operational guidelines of the responsible agencies (DFR, GHA DUR)

There are a number of clauses in the Public Procurement Act 2002, which indicate that the lowest price is not the only consideration, and that issues such as the economic development potential of domestic investment, and the encouragement of employment can be taken into account. There is

also provision for a margin of preference for work by domestic contractors. These clauses are set out in full in Annex V: Excerpts from existing guidelines for labour-based and other

<sup>3</sup> Found at page 24.

employment creating procedures. However no guidelines are given as to how such issues should be assessed and weighted.

To assist with achieving the aims of the GPRS it would be useful for RSDP, and the individual road agencies to have a general policy statement saying that “labour-based technology approaches will be adopted wherever these are technically feasible and cost effective”. Without such a provision it must be expected that technical ministries and their professional advisers will make procurement decisions based on the most expedient financial and technical approach with little attention to wider socio economic considerations.

### ***2. Labour Management***

Senior staff in DFR and conventional contractors expressed the opinion that labour-based works were difficult to manage because of the large workforce involved. Interestingly, contractors who were trained in the approach did not share this opinion. In their experience, for small and widely dispersed sites typical of rural road rehabilitation and maintenance, labour was less of a problem than keeping the necessary machinery operational.

### ***3. Late payment***

It was reported that lengthy delays in payment of contract certificates were commonplace, with an average of 8 months, although this has recently reduced to 4 months.

The reasons are mainly bureaucratic; the main mission will deal with these aspects. It was however reported that a typical road sector related interim payment certificate (IPC) required 17 signatures for payment<sup>4</sup>.

Delays of this order are obviously difficult for any contract, but whereas an equipment contractor may be able to negotiate deferred payments with his or her suppliers, workers require to be paid promptly. Overdrafts are available but expensive (35% interest rate), and labour payments can make up at least 30% of the monthly bill (as opposed to 4% for equipment based).

This was viewed as a major disincentive for a contractor to employ labour-based approaches.

### ***4. Speed of Implementation***

DFR staff are concerned that C class contractors may not be able to produce sufficient quantity of work to meet the current annual needs of the department. This is a realistic concern as maximum outputs from a C class contractor are in the order of 1 to 2 km of rehabilitated road per month, whereas typical equipment-based contractor should be able to produce 10 to 20 km.

However this should be seen in the light of mobilisation and completion times currently being experienced in the DFR. With typical packages of 10 to 20 km of road it is reported that delays in both mobilisation and completion in the order of 6 months are commonplace with equipment-based contractors, giving an effective output of 2 to 7 km a month. From this perspective, the speed of output advantage seems less significant.

### ***5. Specialised Training***

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<sup>4</sup> Source: ODICTP - Organisational Development and In country Training Programme implemented by Crown Agents for the Ministry of Roads and Transport. The full process is reported to consist of 57 steps, incorporating 11 separate checks and 17 signatures.

Although labour-based technologies are relatively straightforward, they require certain skills of labour organisation and engineering techniques that may not be known to technicians only accustomed to heavy earthmoving machines.

This has led to the development of a DFR supported training programme taking several months before a contractor is considered ready to pre-qualify for a labour-based contract.

A conventional contractor only needs to demonstrate that suitably qualified staff are on his or her books, the specified equipment is available and the firm has a record of experience in similar work. A training programme as such is not required.

### **6. Equipment Loans**

It has become standard practice to provide labour-based contractors with an equipment loan (in the order of 150,000US\$) as part of their training package, to acquire a set of light equipment (based around tractor/trailers and pedestrian operated rollers). While a set of this equipment is considerably cheaper than a set of conventional equipment (grader, dozer, loader, trucks), they have not been readily available on the second hand market in Ghana and contractors have acquired them through donor-supported projects.

In order to pay off this loan it has also become standard practice to provide continuous work on a negotiated rate basis to ensure that equipment is paid off.

This has led to the situation where many of the labour-based contractors have been in continuous employment for several years under specific programmes. The works have often been of a very small scale (routine maintenance), however a degree of dependence has been created, and a general expectation that labour-based contractors will be assured work outside the market for normal competitive bidding.

### **7. Contract Documentation**

Until recently, it has been necessary to have purpose designed contracts to be prepared for labour-based works. DFR Standard contracts have been considered unsuitable for a labour-based contractor to bid, and C class have thus been excluded. This is despite the fact that the nature of the work is virtually identical to that let to C class under the purpose made contracts.

The mission inspected a number of recent contracts. These include regravelling and rehabilitation work to gravel and earth roads under funding from GoG, DANIDA, IDA and DFID. The following observations concern the technology choice issue.

- The only contracts advertised in the national press for class C contractors under competitive procedures in 2002 were for DFID funded work. All IDA and GoG funded contracts specify A1-A4 class only.
- DANIDA contracts are restricted to Class C contractors and do not follow NCB regulations. Bids are reported to be competitive, but preference is given to contractors needing to repay equipment loans. It was common practice for many years to let contracts on a fixed rate basis, negotiated with the contractors association.
- The choice of technology type in IDA contracts is left at the discretion of the consultants preparing the documentation. The guidelines given to the consultants are

set out in Annex V: Excerpts from existing guidelines for labour-based and other employment creating procedures.<sup>5</sup>

- The only difference in the technical specifications between labour and equipment contracts appears to involve the shape of the side drains and the bill items for clearing and grubbing. These do not seem to be substantive reasons to exclude any particular technology approach.

The result is that technology choice and the use of more employment intensive approaches is not an option for contractors in a significant part of the works. The approaches are largely prescribed by the client (in this case DFR) and labour-based technology is very much linked to specific donor funding.

Recently the DFID funded Feeder Roads programme has started to issue contracts designed to be technologically neutral, in that certain bill items only apply to particular approaches. Thus both C class and A4 class contractors are eligible to bid. The contracts include a 10% price preference for labour-based. Even in these circumstances, very few labour-based contractors applied, thus out of 9 current contracts only 2 are labour-based. It is reported that where labour-based contractors have bid, they have been competitive, even without the 10% preference.

Evidence from a recent assessment of bids for periodic maintenance of 7 roads under DFID funding in the Brong Ahafo Region showed that only 12 bids out of 67 were from contractors with a C rating (and 10 of these also had A4/B3 rating). None of these are among the lowest even allowing for the 10% preference. This could demonstrate lack of experience in competitive bidding, but it does not bear out the analysis of comparative costs carried out in 1998.

In general it would seem appropriate to adopt a uniform set of contract documents for RSDP procurement, and particularly for DFR work, which is simple and straightforward and most likely to be the entry point for new construction enterprises.

It was stated to the mission that the IDA procurement of works for smaller contracts had been adopted as a simpler document than the FIDIC 4th edition. However neither document is particularly simple, short or tailored to typical DFR work (the IDA document is for work up to 10 million dollars).

The mission would suggest that consideration is given to the new FIDIC Short Form of Contract that has been specifically developed for simple or repetitive work or work of short duration without the need for specialist sub-contractors. The contract only contains 15 clauses (as opposed to 63 in the IDA document), and is designed to allow additional conditions of particular application from the full FIDIC document as required.

### **III. Small and medium enterprise promotion**

Discussions were held with the national executive of the Association of Road Contractors<sup>6</sup> as to barriers to entry for labour-based contractors and small contractors in general.

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<sup>5</sup> Found on page 25.

<sup>6</sup> The Labour-based Contractors Association recently joined up with ASROC in order to widen their market.

It was generally acknowledged that there was a general shortage of construction equipment whether for equipment or labour-based work, and an intervention would be desirable to support leasing arrangements that would enable domestic contractors to meet the demand.

It was also noted that the turnover requirements in some IDA bids were making domestic contractors ineligible to bid. Re-packaging into smaller contracts was suggested. This applied to both equipment- and labour-based contractors.

Lastly there was considerable debate on the practice of accepting the lowest bid, even when this bid was obviously unfeasible. The disquiet apparently stems from a previous practice of only accepting bids within a defined range of the engineers estimate. Again this applied to both equipment- and labour-base, and there was evidence of collusion with many bids coming in at exactly the margin.

In current NCB practice where the lowest bid is always accepted, there is apparently some evidence of winning contracts failing to complete or experiencing severe delays because of unfeasibly low bids. Low bids are common practice in some industries, where the hope is that the difference can be made up in claims. Apparently this is not the case with feeder roads and it was interesting to note that there have been no recent cases of DFR being taken to arbitration or the courts by a member of ASROC.<sup>7</sup>

#### **IV. Labour clauses in public contracts: DFR's Social Aspects of Construction Project**

Against this backdrop of a well-developed (if limited) labour-based contracting industry in Ghana, in about March 2000, DFR undertook the Social Aspects of Construction (SAC) pilot project of promoting the implementation of labour standards in a group of DFID financed feeder roads bridges in the Western region of Ghana.<sup>8</sup> Nine labour standards areas were identified and elaborated:<sup>9</sup>

- Freedom of association and collective bargaining
- Equality of treatment
- Wages to be paid promptly, and to comply with legal minima
- Working hours to be regulated
- Health and safety to be assured
- No deliberate, or repeated, casualization and equality of treatment for casual workers
- Social security regimes to be applied

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<sup>7</sup> ASROC is funded by a percentage of payments made by the client to the member, deducted at source.

<sup>8</sup> The activity had been agreed with the government of Ghana in 1998 as part of DFID support for upgrading skills and competencies within the private sector in the implementation of construction contracts awarded by DFR. The activity came under a larger DFID financed project called the Social Aspects of Construction (SAC) Project, which was undertaking related pilot activities in Lusaka, Zambia and Kerela, India.

<sup>9</sup> See Annex VI: Concerning labour standards selected in the SAC project found at page 27 for details.

- Employment of children to be restricted
- No forced labour

A tenth element promoting awareness of HIV/AIDS issues was also developed and applied in the SAC project.

The SAC project's implementation programme included a number of activities designed essentially to spotlight the standards tagged for implementation. The programme thus:

- Elaborated the standards and the concrete actions that contractors needed to take to implement them;
- Identified FIDIC sub-clauses addressing labour standards issues for inclusion in DFID-financed DFR contracts (Conditions of Contract Part II, Conditions of Particular Application);
- Developed special specifications for inclusion in DFID-financed DFR contracts;
- Developed and executed methods for raising contractors' awareness of contract requirements concerning labour standards, including pre-bid meetings and workshops for contractors;
- Developed bills of quantities for labour standards related cost items;
- Liaised with the Ghana Trade Union Congress' Construction and Building Materials Workers Union with a view to involve it in representation of affected workers;

Several useful and unique lessons have been learnt and documented from the SAC project experience.

### ***1. Little enforcement of labour laws***

Although it seemed only to be assumed at the outset, the SAC project confirmed that there is little evidence of labour law enforcement in the rural areas of Ghana where roads and bridge works is occurring. Information from the Department of Labour confirms that labour inspection is widely absent in urban centres and likely to be non-existent in rural areas. Transport is not available. The industry trade union, the Construction and Building Materials Workers' Union similarly have neither transport nor – and this may be worse – the interest of rural workers who are largely occupied with agricultural employment and only fill gaps with short term roads work. Thus, these mechanisms cannot be relied on to enforce legislated labour protections.

### ***2. Provisional sums critical***

It is traditionally assumed that contractors' bids include the cost of legality. Where labour is a major means of production this cost is for the payment of lawful wages, the provision of safety and health equipment required by law, the cost of site management comprising the supervision of labour, etc. Under the SAC project, provisional sums were set out for the provision of these requirements, as specified under the contract.<sup>10</sup>

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<sup>10</sup> Some contractual requirements give specifics that may go beyond the requirements of the law.

Contractors did not object to implementing labour standards when they were covered by provisional sums. In their absence, it is assumed that either competitive pressures or the desire for greater profits would undermine respect for the rule of law. Alternatively, workers' insistence up their rights would reinforce good industry practices developed with the help of the special clauses and provisional sums.

### ***3. Resistance to social security***

The Ghanaian Social Security Law, 1991 covers all workers, irrespective of their employment terms. The Scheme insures the Ghanaian worker against (a) old age, (b) invalidity, and (c) death.<sup>11</sup> Under the scheme, the worker contributes 5% of his salary and the employer adds 12.5%, paid to the Social Security and National Insurance Trust (SSNIT).

The experience under the SAC project showed that workers resisted having 5% of their already small earnings deducted. Some workers were not registered at all with the SSNIT. It proved difficult to get SSNIT representatives to sites in good time to register workers.<sup>12</sup> Rural workers did not have sufficient confidence in the Scheme or their likelihood to ever see benefits under it.

Contractors seem to have joined in with the rural workers in voicing opposition. For them, of course, full respect for the law would have cost 12.5% of the wage bill for all workers – and this was not an item covered as a provisional sum. Further discussion of this matter is found below under the heading “The question of “casualisation”” beginning on page 14.

### ***4. Arrangements for health and safety***

The SAC project required a number of specific health and safety provisions.<sup>13</sup> Some of the provisions seem to many to be more than is necessary. For example, *all* workers are required to have at work steel toe-capped safety boots, overalls, gloves, and raincoats for any works in rainy seasons. Multiplied by hundreds of workers for a roads project – the pilot was done on bridge works with much fewer workers – the requirements would certainly require continued use of provisional sums. The requirement of specified latrines is of the same nature.

The concern here is not the level of the standard, so much as its sustainability. A broad solution to this problem would be the more fundamental involvement of affected industry representatives, including workers, in deciding which standards ought most be implemented, and thus selected for inclusion as special labour clauses.

### ***5. Contract monitoring can be effective, but limited in the long-term***

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<sup>11</sup> To qualify for a full pension the member worker must be at least 60 years old and have made a minimum contribution of 240 months (20 years) in aggregate; a reduced pension can be given to a member worker who is 55 years old, with 20 years contributions. To qualify for invalidity pension the member worker must have made a minimum contribution of 12 months within the last 36 and must have been declared permanently invalid and incapable of any normal gainful employment. For the survivors' lump sum benefit, a member worker dies before retirement having made the required 240 months contributions. there is little possibility of a rural worker meeting these conditions. Notwithstanding the length of service required, the average life expectancy in Ghana is currently 57 year.

<sup>12</sup> The story was told of a SSNIT representative visiting a site, taking registration forms from a group of recently employed workers, and returning with registration cards two weeks latter. The SSNIT representative was invited to find the workers, as they were not longer working with the project.

<sup>13</sup> These can be seen starting on page 28.

A critical aspect of the SAC project was that each project's consulting engineer enforced labour clauses as part of contract monitoring. Since they have transport and are obliged to visit ongoing construction activities, the consulting engineers were able to require the production of employment records, see that latrines and drinking water was available, or interview workers to see if they had been paid appropriately.

Consulting engineers are not, however, trained as labour inspectors; nor can it be expected that their primary interest be in the enforcement of labour clauses without ongoing coaching and supervision.<sup>14</sup>

### **6. Important role of trade union is limited in practice**

As noted above, the SAC project involved the CBMWU in its work. While the Special Specifications resulting from the projects notes that

The current collective agreement between the Association of **Building and Civil Contractors of Ghana** (ABCCG) and the Construction and Building Materials Workers Union of TUC (CBMWU) for the period from 1<sup>st</sup> January 2000 to 31<sup>st</sup> December 2001 provides for many of the [specifications] Labour Standards,

it does not acknowledge that there is a collective agreement between the **Association of Road Contractors** of Ghana on behalf of each of its members, who are bound by the terms of the agreement.<sup>15</sup> The agreement does not appear to be made with labour-based construction operations in mind; some provisions are noteworthy.<sup>16</sup> Of importance is the coherence between the collective agreement and clauses in the public contract on the one hand, and

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<sup>14</sup> The monitoring consultants for the SAC project had the following observations concerning the consulting engineers:

“Issues that need to be discussed and straightened out:

1. They are not yet comfortable interacting with workers on CLS issues and checking on the monitoring indicators.
2. Their sustained commitment is crucial for further implementation and monitoring.
3. After a series of discussions to the contrary, they still see ISODEC as the sole agent responsible for CLS and only hope to take up the responsibility after the withdrawal of ISODEC.
4. They see CLS monitoring not part of their TOR and for which, if they have to monitor, the client has to pay for additional work.

Experience has shown that ER's, like contractors, need an orientation on CLS and its significance to enable effective implementation and monitoring.”

<sup>15</sup> This may be because the SAC Project focus was on bridges, not roads, *per se*.

<sup>16</sup> The contract covers all workers employed by the bound employer. No explicit distinction is made between those with on going employment agreements and others who are employed intermittently or on a short-term basis. “A permanent or regular employee may be granted special leave of absence with pay”, but there is no definition of these terms. Union dues are to be deducted, plus a 2% levy imposed; it is not clear whether the levy is meant to be a deduction from wages or an amount based on total wages, paid by the employer. Safety and health requirements are less specific than the SAC project's Special Specifications; there is no requirement for latrines, safety equipment is required on an “as needed” basis, latrines are not mentioned. A number of benefits have requirements for a period of previous employment, i.e. maternity leave (12 months continuous service), sick leave (1 year service), annual leave (12 calendar months service). No provision seems to be of a type that would hinder labour-based operation, but neither are their provisions that take particular account of labour-based employment patterns.



enforcement and monitoring of the collective agreement on the other. Greater importance needs to be laid on the industry collective agreement if the idea that collective bargaining is, indeed, something that is to be promoted.

### ***7. Important role of the community in monitoring***

The monitoring of the DFR SAC initiative focused largely on developments at the workplace; there was limited follow-up on the impact of improved labour standards on the communities from which workers came. Future use of labour clauses and related similar efforts at improving labour standards in through procurement would benefit substantially from such monitoring to inform, for example, the GPRSP in respect of the actual benefits derived from such efforts.

## ***A. Adoption by DFR of SAC experience and contract clauses***

DFR's practice of including specific labour clause in contracts has clearly begun, even though there is no policy on the matter. A number of observations can be made concerning this developing practice.

### ***1. Uniformity would be desirable***

There is a lack of uniformity in both the clauses being included in DFR contracts and the occasions on which they are included at all. This has created a situation where, for example, the workers on one bit of a road enjoy exemplary conditions of work, while those on an adjoining bit work under "business as usual" terms. Annex IX: Comparison of contract clauses<sup>17</sup> details the differences in clauses found in current contract documentation. Even where particular points have been taken up, for example, on the provision on-site of first aid equipment, specifics of what is needed to meet the requirement – the contents of the first aid kit in this example, provisions for monitoring and arrangements for financing are not consistent. This lack of uniformity is explained by the following observation.

One particularly important area of inconsistency concerns insurance cover for workers' accidents. There is no requirement in Ghanaian law for insurance coverage; the Workmen's Compensation Law, 1987 imposes employer liability and a mechanism for determining the extent of liability. It does not set requirements for employer financing of potential liability. Thus, FIDIC clauses designed to require contractor insurance for workers' accidents – distinct from clauses indemnifying the employer liability or requiring insurance for the injury of third parties – ought to be placed as a matter of standard procedure in all DFR contracts. They currently are not.<sup>18</sup>

### ***2. Clauses driven by donor initiative or financing***

Current labour clause practices at DFR are driven by the availability of financing. According to interviews with GoG officials – confirmed by review of contract documents – clauses are included in contracts where there is a certainty that funds are available to pay for them.<sup>19</sup> Thus, detailed clauses with provisional sums to address specific related cost items are found

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<sup>17</sup> Found at page 40.

<sup>18</sup> Information was received that it is common practice in the industry for "all risk" insurance to be taken by contractors. It was not possible to investigate if, in fact, all risk insurance covers workers' injury. This matter should be investigated further.

<sup>19</sup> This is so even though there is no wholly consistent practice of setting particular labour clause requirements out as provisional sums.

in contracts financed by the DFID and IDA. DANIDA and GoG financed contracts use only FIDIC Part II clauses touching generally on the payment of wages.<sup>20</sup> Considering the “business as usual” non-compliance with labour standards noted by the SAC Project, two-tiers of working conditions might be the expected result in Ghana’s road construction sector. Conditions meeting legal requirements will be found in donor financed projects using provisional sums and conditions falling below legal requirements in other projects – because of lax monitoring or failure to include in bids the costs of compliance. This might not be the medium to long term result either if consulting engineers become lax in their monitoring labour clauses, shifting the upper tier downward, or contractors begin to model their bidding and management behaviour after practices on upper tier donor-financed contracts.

In any case, inclusion of labour clauses driven by a policy decision would show domestic commitment to the idea of improving respect for labour laws where public contracts are concerned. Such a policy should take up issues of financing, use of provisional sums, selection and content of clauses, and monitoring.

### ***B. The question of “casualisation”: The example of social security coverage***

The idea of hiring unskilled workers for relatively short periods of time is an important aspect of providing rural workers employment in the operation of labour-based construction projects. This practice is often referred to as casual employment, acknowledging that rural labour has other long-term commitments to such activities as food production and processing, but would welcome the opportunity for occasional cash earning activities.

Despite this, as a result of SAC project, DFID-financed contract language now specifies that

“The Contractor shall comply with the statutory regulations in respect of the employment of casual labour and shall not allow the deliberate or repeated casualisation of labour during the currency of the Contract.”

The essence of the clause is that workers should get what they are entitled to under law and, the contractor should not use repeated casualness as an excuse for denying rights. A critical underlying assumption of this clause is that persons hired intermittently and or for short durations are entitled to fewer rights and benefits *in law*.<sup>21</sup>

The fact of the matter is that there are no statutory regulations in Ghana concerning the employment of “casual” labour. Ghanaian law does not define “casual” labour or “casual workers”. There is no distinction made in law between workers based on their “casualness” –

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<sup>20</sup> It would be interesting to study to what degree the cost of compliance with labour standards implied but not specifically stated in contracts are subsumed in evaluation of projects and in actually bidding.

<sup>21</sup> It is interesting that there was some discussion at the outset of the project of the issue of “casualization”, reflected in an inception report.

“Monitoring indicators were suggested for the 9 core labour standards. However, during discussions to refine these indicators at the first workshop, participants thought equality of treatment and casualisation could be bulked as one in the Ghanaian context. Hence, the workshop reduced the 9 standards to 8 standards. At the second workshop, we decided to retain the 9 standards as originally prescribed. The argument being that, the 9 standards are part of a list of standards, which are internationally recognised and different from each other. It would then be plausible if it is maintained as such and observed during implementation so as to build and refine qualities associated with it. The monitoring indicators were circulated without Casualisation. It was however discussed and monitored during the pilot period at the site meetings. Stakeholders though still have not been able to fully differentiate between equality of treatment and casualisation. It has however been reinserted.”

whatever one defines that to be in practice; the legislated rights of the “casual” are equal to that of a “non-casual”. Thus the enforcement of statutory regulations is the issue, not casualisation *per se*.

This is an area of real concern, as workers often do not, in fact, receive benefits and rights required by law *regardless of their employment status*. The question of social security contribution/deductions can be used as an *extreme* example since

- (1) rural workers do not press for and indeed tend to resist registration and membership in SSNIT;
- (2) employers face a cost for respecting the SSNIT requirements; and
- (3) enforcement is, to say the least based on the SAC experience, not fully effective.

The pattern of intermittent and short duration waged employment the bulk of rural workers face undermines the possibility that the law – in this case the social security scheme – can be enforced. The stage is thus set for a policy choice: Either try to force application of the law as it stands, or craft the law to accommodate the employment pattern, that is, create in law a *class* of casual labour with rights different from other workers. In the former case there is a danger that this would encourage employers to minimize local recruitment because of the problems with registration and payment of short-term employees. In the later case there is a possibility that the assignment of rights to the new class of casual workers removes fundamental protections and encourages more abuse of labour standards; or that the reduction in rights is so great that employers deliberately casual-ize workers, adjusting the characteristics, i.e. duration/intermittency, of employment so that they fit the legal definition. In the case of Ghana, the rights currently granted to workers are not so onerous as to justify a reduction for a new class of casuals – the social security area is simply a good and extreme example of the problem.<sup>22</sup>

A constructive revision to one aspect of the law is currently being investigated by SSNIT under World Bank funding. In its *Informal Sector Social Security Scheme* SSNIT is trying to craft benefits as part of the national social security scheme that appeal to the “informal” sector – which is very similar to the situation for rural workers of the type employed intermittently and for short periods of time in labour-based employment projects.

In addition, a Labour Bill is currently before the Ghanaian Parliament. It contains, for the first time, a definition of “casual worker”. The current draft does not deal with the Social Security Act; it is not clear how its provisions would affect employment practices in the labour-based construction sector. Further comment on the draft is found in Annex VIII: Comments on the draft Labour Bill. However it should be noted that the proposed definition of a casual worker:

“casual worker” means a worker engaged on a work which is intermittent and whose remuneration is calculated on a daily basis.

is unclear and open to abuse. Furthermore, the rights belonging to the new class of casual workers is unclear as currently drafted.

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<sup>22</sup> See Annex VII: The rights of Ghanaian workers found at page 35. A very important nuance for consideration: The development of better management skills i.e proper elementary record keeping, required to administer the currently reasonable labour standards would probably be better for the country than cheapening labour further through the reduction of standards for casual labourers.

The judgment of what approach should be taken belongs to the legislator. The idea of a “casual worker” should be crafted to protect the rule of law by ensuring that the standards that are in place do not meet the fate of Ghana’s social security scheme – unappreciated by all involved and ultimately not applied. The concept can have abusive results where the rights removed are extreme, or where forces in the labour market do not operate to support enforcement of even the most minimum of labour standards. Basic awareness of rights among workers is also critical for preventing abuse.

### **C. National policy on labour clauses in public contracts**

As mentioned earlier, there is no clear policy on the inclusion of specific clauses on labour related matters in public contracts either at DFR or in Ghana. Despite this, there are indications that such a policy would be consistent with existing DFR practice.

First, it is very important to appreciate that the labour standards elaborated in the SAC initiative already exist in Ghanaian law. So much is recognized as early as 1998 and reiterated in project documentation in 2001. The aim of the SAC project was to improve the effect given to the legal provisions in practice by spotlighting the issue.<sup>23</sup>

Second, from a rule of law/good governance perspective – something endorsed by the GoG and the Bank – it is similarly critical to understand that contractors are obliged to respect Ghanaian *labour* laws since they are contractually obliged to respect Ghanaian law *generally*.<sup>24</sup> Legally speaking the addition of specific labour clauses does not add to contractor obligations. In practice, however, both the specification of particular concrete obligations – to provide latrines, safety equipment, and first aid kits to specification, keep particular types of records, etc., – and the provision of provisional sums, represents a very important development in trying to model future behaviour.

And third, Ghana ratified in 1961 the ILO’s Labour Clauses (Public Contracts) Convention, 1949 (No. 94) establishing an important basis for policy implementation. Ghana has never, however, been able to demonstrate to the relevant international supervisory bodies that it is implementing the Convention’s main obligations.<sup>25</sup>

Contracts ... shall include clauses ensuring to the workers  
concerned **wages** (including allowances), **hours of work**

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<sup>23</sup> “Most (if not all) of these norms are incorporated in Ghana’s legal and constitutional framework, and a number of them are given operational form in agreements pertaining to the construction industry (see SAC Report 1998). The regulatory framework for protection of workers’ rights is therefore comprehensive; but the extent to which standards are adhered to in practice falls far short of the intention of the labour laws.” *Piloting Labour Standards in the Western Region of Ghana: Final Report on Lessons Learnt*, January 2001, Integrated Social Development Centre, Ghana, page 6.

<sup>24</sup> For example, FIDIC General Conditions of Contract:

#### **Compliance with Statutes, Regulations**

The Contractor shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedy of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, ...

<sup>25</sup> The interested reader is advised to consult the full text of the instrument, available on the Internet at:

<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C094>

and **other conditions of labour** which are **not less favourable** than those established for **work of the same character** in the trade or **industry** concerned in the district where the work is carried on-

(a) by collective agreement or other recognised machinery of negotiation between organisations of employers and workers representative respectively of substantial proportions of the employers and workers in the trade or industry concerned; or

(b) or by arbitration award; or

(c) by national laws or regulations.

...

**Where** appropriate provisions relating to the **health, safety and welfare of workers** engaged in the execution of contracts are **not already applicable in virtue of national laws** or regulations, collective agreement or arbitration award, the competent authority shall take adequate **measures to ensure fair and reasonable conditions of health, safety and welfare for the workers concerned.**

Set against this backdrop, and considered in light of the lack of full respect for the rule of Ghanaian law, there is no justifiable argument against clear behaviour-modelling labour clauses in Ghanaian procurement contracts.

### ***D. The implications of the SAC Project and developing labour clause practice***

The SAC project has drawn attention to the fact that Ghanaian labour standards are not fully applied in practice in at least certain branches of the construction sector. The project has also shown that spotlighting the issue, developing a mechanism for ensuring payment for costs of implementation – estimated at 7% – and for promoting the monitoring of implementation can improve the situation.

It is not at all clear that the features of the project experience that were critical for making a difference will be sustained in either the short or the longer term. Currently, for example, the practice of giving time during pre-bidding meetings for focus on labour standards appears only to occur in DFID financed projects. From a policy standpoint it is also not clear how long provisional sums would be needed to reinforce the idea that contractors should treat the cost of compliance as an integral part of the cost of doing business by estimating costs and bidding with compliance taken into account.<sup>26</sup> Lastly, monitoring capacity needs to be protected against fatigue; if this sets in room will be created for padding profits instead of providing standards that have been paid for.

Public construction and maintenance projects are the most important when it comes to the employment of labour as a result of public procurement; they produce a lot of jobs. Labour clauses should thus be extended there, after consolidation and further experience in road construction and maintenance, both labour- and equipment-based. The areas of attention indicated in this study should inform the extension of such clauses.

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<sup>26</sup> In the area of occupational safety and health, it is probably a good idea to develop very specific industry requirements that can easily be estimated, in order to avoid undercutting that can accompany lesser attempts at implementing vague requirements.

## V. Principal Recommendations

**POLICY.** A government policy statement is introduced to cover all infrastructure procurement stating that in the construction and maintenance of civil engineering works, labour-based technology approaches will be adopted wherever these are technically feasible and cost effective.

**IMPLEMENTATION STRATEGY.** To facilitate this policy, three strategies are proposed:

- All contract documentation for works deemed technically feasible should be technologically neutral. That is, the packaging specifications and bills should be able to accommodate a labour or equipment based approach, or a combination of these approaches.
  - A standard form of contract document should be developed to lessen the potential for errors and misunderstandings from new entries into the industry, to help contractors and consultants to better appreciate the requirements of the client and to generally improve enforcement of contract conditions. The new FIDIC Short Form of Contract would appear to be an excellent vehicle for the type of work currently carried out by DFR.
- Consideration should be given to a percentage preference to tenders utilising labour-based works and guaranteeing an agreed percentage of labour content in the works.
- The innovative work carried out by the DFR over the past fifteen years to train and equip labour-based contractors should be revisited to see if it is possible to adapt and streamline the approach to a more competitive environment

**APPROPRIATE LABOUR CLAUSES.** Labour clauses need to be applied consistently in all projects, consistent in language, and appropriate with respect to the actual content of the project. Special attention is drawn to:

- consistency in all DFR contracts in respect of insurance cover against workers' accidents;
- an industry standard being developed giving detailed specifications in relation to safety and health obligations, with a view to prevent undercutting that can result from vague requirements; and
- standard groups of clauses be developed for different types of construction projects in order to insure both consistency and appropriateness.

**MONITORING.** It will be necessary to develop a set of guidelines to enable these recommendations to be implemented and monitored. Reliance for monitoring in the short term may be placed on consulting engineers, but in the longer-term approaches must be taken either to strengthen the capacity of the Department of Labour, or to explicitly broaden the mandate and capacity of consulting engineers. Procedures should be put in place to allow communities to inform Government of the impact of improved procedures and cases of lack of compliance. This will have increasing relevance as the Government's policy of decentralized provision of infrastructure is mainstreamed.

# ANNEXES

# **Annex I: Terms of Reference**

## **Terms of Reference for CPAR assessment of Social Dimensions of labour standards**

### **As agreed with the World Bank**

The purpose of this assessment is find out how labour standards are treated in the legal framework, procedures, bidding process and contract supervision and controlled by the Ministry of Labour and to make recommendations for improvements.

The assessment will determine whether the country has policies and a proper legal framework aimed at environmentally and socially responsible procurement.

More specifically; the assessment will cover the following;

- i. The clarity, comprehensiveness and consistency of the procurement system with regard to labour standards and safety in construction contracts.
- ii. Role and power of the Ministry of Labour in the area of Labour Standards and safety in construction contracts.
- iii. Whether the packages of project components is appropriate for procurement purposes, allowing participation of local suppliers.
- iv. Whether labour standards and decent working conditions are reflected adequately in the bidding documents, bid evaluation and contract award, contract documentation, and contract supervision and payments.
- v. The existence of monitoring and enforcement mechanisms to ensure compliance with contractual obligations with regard to labour standards.
- vi. Synthesis of any existing evaluation of pilot operations on labour standards conducted under DFID funding.
- vii. Any other issues in connection with this aspect.

The Assessors will work in close collaboration with staff of the Ministries and agencies that deal with works contracts.



## Annex II: Persons Met

<u>Name</u>	<u>Position</u>	<u>Organization</u>
S K Addison	Contractor	Afads Construction Works Ltd ?
Joana Adgei	LB contractor	Pasagyei Enterprises Ltd
Tony Airey	MST Project Manager	DFR
Ibrahim I Akalbila	Programme Officer	ISODEC
Paul K Amegee	Asst Chief Labour Officer	Labour Department
Tsri Apronti	Procurement Specialist	World Bank
B K Arthur	Contractor	Knatto Complex ltd
A B Asare	Contractor	Qubias (GRA)
Nii K Ashong	Deputy Director	DFR
Eric Asumda	Contractor	Uratec Engineering Ltd
Kofi Awanya	Procurement Specialist	World Bank
Prince J Banyerah	Contractor	Ba-Iseng Ltd
A G Beckley	RSDP Donor Coordinator	MRT
Henry Danso	National Coordinator	DFR
Amanda Duff	Engineering Adviser	DFID
Rosemund Ebdon	Social Development Adviser	DFID
Edward Ghanem	Contractor	Ghamini Enterprises Ltd
Ted Greenhalf	Carl Bro	DFR
Dauda Hakim	Road Contractor	Mikah Construction Company
Joseph E Hewton	National Secretary	ASROC
J Inumesi-Mensah	Contractor	Nkualalisa? Engineering
Malik Issahaku	Contractor	Mallam Issa Ishaku & Bros Ltd
James Klu	Quantity Surveyor	DFR
Bernard Koranteng-Yorlle	Contractor to donor coordinator	MRT
Don F Kuubeterzi	Regional Engineer Western	DFR
Ian Lunt-Bell	Maintenance Management Specialist	DFR
Hans Maennchen	GTZ Project Manager	GHA

I S Maliame	Contractor	Sawana Construction Co Ltd
Mbubu Mbunga	Senior Procurement Specialist	World Bank
Martin H Mensah	Director	DFR
Ernest Obuobi	Resident Engineer	Hag Consult
Joshe Poku	Director	Hitracs
Pious M K Quainoo	General Secretary	CBMWU
K Abbey Sam	Adviser	MRT
K Ghartey Sam	Contractor	BROSAM Ltd
Alhaji S Soaley	Contractor	Midjinmata Trading and Construction Enterprises Ltd
Ulla N Tawiah	First Secretary	Royal Danish Embassy
Robert K Tette	Contractor	Rotek Ltd
David L Tumweigye	Chief Technical Adviser	Ghana Social Trust Pilot project

## **Annex III: Documents studied**

A Bill Entitled the Public Procurement Act, 2002

Collective Agreement Between the Association of Road Contractors of Ghana and the Construction And Building Materials Workers Union of the Trades Union Congress of Ghana (1<sup>st</sup> June 2000 – 31<sup>st</sup> May 2001)

Cost Comparison between Labour-Based and Equipment-Based Methods for Roadworks: A Case Study from Ghana, Rural Transport Research Programme Sub-Saharan Africa (R6239), Gary Taylor 27 July 1998

Critical Comments of the TUC on Labour Bill (undated)

Danida Health and Safety Audit on the Takoradi - Agona Jn. Road TSPS, Ghana 26 September - 5 October, 2001

Department for International Development Addressing Poverty and Labour Rights Guidelines on Implementing Labour Standards in Construction, Draft Guidelines, April 2002

Department of Feeder Roads Bidding Documents for Rehabilitation of Some Selected Feeder Roads, Rehabilitation of Averebo-Dadwen, Bid No. FR/WR/REH/7/2002, Invitation for Bids, Instruction to Bidders, Conditions of Contract, Technical Specifications and Bill of Quantities, September 2002

Department of Feeder Roads Road Sector Development Programme (RSDP) - IDA Credit 3554-GU, Regravelling of Selected Feeder Roads in Ghana, Pokuase-Ablekuma Feeder Road, Contract No: DFR/GAR/REG/RSDP/IDA/LOT 1/2, Bidding Documents

Department of Feeder Roads Transport Sector Programme Support (Phase I) Progress Report No.12, 4TH Quarter 2002, December 2002

DFID Funded Support to Rural Feeder Roads -Standard Tender Documents, Section 3: Conditions of Contract Part II Conditions of Particular Application

DFID Funded Support to Rural Feeder Roads -Standard Tender Documents, Section 4 Special Specification

DFID Support for Rural Roads Project, Improvement of Feeder Roads in the Sene District, Contract No DFR/BAR/DFID/IMP/LCB Tender Documents, Hitrac Consult

DFID SUPPORT TO FEEDER ROADS IN GHANA INTERIM REPORT March 2002, IT Transport - Scott Wilson Joint Venture

Donors Conference, Ministry of Roads and Transport, November 2002, compilation of presentations

Employment-Intensive Infrastructure Programmes: Capacity Building for Contracting in the Construction Sector, Guidelines, International Labour Organisation, 1999

Factories, Offices and Shops (Registration Certificates) (Fees) Regulations, 1997 L.I. 1635

Factories, Offices and Shops Act, 1970 Act 328

Final Pilot Labour Standards Workshop in Takoradi, ISODEC, January 2001

Final Report on Lessons learnt, Piloting labour Standards in the Western Region of Ghana, SODEC January 2001

From Workfare to Fair Work, The Contribution of Public Works and other Labour-based Infrastructure Programmes to Poverty Alleviation, S Devereux, ILO, November 2002

Ghana Poverty Reduction Strategy, February 20, 2002

Ghana: Bridges for Feeder Roads PEC (97) 27, 5 August 1997

Ghana: Support to Rural Feeder Roads, Project Submission, 23 March 1999 PEC(99)11

Guidelines, Procurement under IBRD Loans and IDA Credits, The World Bank; January 1995

ILO/ASIST Technical Brief No. 5: Contract Documents

Industrial Relations Act, 1965 (Amendment) Decree, 1967 N.L.C.D. 189.

Industrial Relations Act, 1965 Act 299

Informal Sector Social Security Scheme Implementation report, The Informal Sector Project, SSINT, October 29,2002

Labour (Amendment) Decree, 1976 S.M.C.D. 33.

Labour Bill (undated)

Labour Decree, 1967 N.L.C.D 157.

Labour Regulations, 1969 LI 632.

Labour Standards Report for Bridges, OPR December 2002, Annex to main report

Labour-Based Contracting, A Study to Develop Guidelines for Project Formulation and Implementation, ILO, July 1995

Labour-Based technology for Construction/Maintenance of Feeder Roads, Ted Greenhalf, CarlBro International, undated

Memorandum of the President of the International Development Association and the International Finance Corporation to the Executive Directors on a Country Assistance Strategy of the World Bank Group for the Republic of Ghana, June 29,2000

Ministry of Roads and Highways Department of Feeder Roads, Articles of Agreement for a Routine Maintenance Contract

Ministry of Roads and Transport Guidelines for the Classification of Contractors for Road and Bridge Works, 2nd Sept, 2002

Project Report of the Second Phase of the DFID/DFR Labour Standards Project, ISODEC, September 2002

Project Report, 2<sup>nd</sup> Phase of the DFID/DFR Labour Standards Project in the Western and Central Regions, ISODEC, September 2002

Road Sector Development Programme, 2001 Review Report, Ministry of Roads and Highways

Road Sector Development Programme, 2002 Review Report, Ministry of Roads and Highways

Social Security Law, 1991 P.N.D.C.L. 247.

Socially Responsible Construction Investments, International Labour Office

Standard Bidding Documents, Procurement of Works ,The World Bank, January 1995

Transport Sector Programme Support Environmental Management Plan (Year 1999 - 2003) Danida, Carl Bro International, November 2001

Workmen's Compensation Law, 1987

## Annex IV: System for classification of contractors

<b>Class</b>	<b>Type of Work</b>	<b>Maximum Tender 10<sup>6</sup> Cedi</b>	<b>Minimum Capital 10<sup>6</sup> Cedi</b>	<b>Annual<sup>27</sup> Turnover 10<sup>6</sup> Cedi</b>	<b>Full time staff</b>	<b>Minimum Equipment Holding<sup>28</sup></b>
<b>C</b>	Road construction, maintenance and spot improvement using labour based methods	Not stated	100	Up to 200	1 civils supervisor	9 items of plant including 2 rollers, 1 tipper truck and 3 farm tractors (trailers are not mentioned)
<b>A4</b>	Spot improvement and reshaping up to 80km. And regravelling up to 20km	2,125	100	Up to 200	3 technical and administrative staff including 1 civils supervisor and 1 mechanical supervisor	4 items of plant including 1 grader, 1 roller and 2 tipper trucks
<b>A3</b>	As above plus resealing up to 20km and resurfacing up to 10km	5,590	200	200 to 400	6 technical and administrative staff including 3 civils supervisors and 2 mechanical supervisors	10 items of plant including 1 dozer, 1 grader, 2 rollers and 4 tipper trucks
<b>A2</b>	As above plus improvement, rehabilitation and minor construction work	10,750	500	400 to 600	17 technical and administrative staff including 1 engineer, 8 civils supervisors and 6 mechanical supervisors	30 items of plant including 2 dozers, 2 graders, 2 loader/excavators, 4 rollers and 8 tipper trucks
<b>A1</b>	As above plus major construction of roads and airports	No limit	1,000	Over 600	28 technical and administrative staff including 2 engineers, 5 civils supervisors and 12 mechanical supervisors	63 items of plant including 3 dozers, 4 graders, 5 loader/excavators, 9 rollers and 20 tipper trucks

<sup>27</sup> The intention of this obligation is not clear. The text states that this is the minimum turnover required for classification, but the figures are presented as an upper limit, ie if your turnover is greater than 200 million cedi you presumably cannot be classified as a labour-based contractor.

<sup>28</sup> The C class contractor equipment holding is significantly more comprehensive than the A4 contractor who is not required to hold equipment for excavating or loading material.

# Annex V: Excerpts from existing guidelines for labour-based and other employment creating procedures

## 1. Proposals for Tender Evaluation

As proposed in the bill entitled The Public Procurement Act, 2002. The following extracts relate particularly to the social and employment aspects of the tender evaluation process.

### *Evaluation of tenders*

*To determine the lowest evaluated tender, the procurement entity shall consider the effect, the acceptance of the tender will have on:*

- 1. the balance of payments position and foreign exchange reserves of the country; the extent of local content, including manufacturer, labour and materials, in goods, works or services being offered by suppliers or contractors;*
- 2. the economic-development potential offered by tenders, including domestic investment or other business activity;*
- 3. the encouragement of employment, the reservation of certain production for domestic suppliers;*
- 4. the transfer of technology;*
- 5. the development of managerial, scientific and operational skills;*

### *Margin of preference*

*A procurement entity may grant a margin of preference for the benefit of tenders for work by domestic contractors or for the benefit of tenders for domestically produced goods or the benefit of domestic suppliers of services.*

*The margin of preference shall be calculated in accordance with the procurement regulations and reflected in the record of the procurement proceedings;*

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## **STUDY COMMENTARY**

The matters highlighted in the “evaluation of tenders” section are very pertinent to maximising the employment creation potential of the procurement process. However it is not clear how effects will be measured and what weight should be given relative to the price.

Detailed guidelines informed by a national study will be necessary to make this process effective.

The margin of preference is a much simpler procedure to operate, as the weighting is clear. However the determination of the size of the margin should be a matter of national policy.

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## 2. Guidelines for identifying works suitable for using labour-based methods

Extracted from DFR Terms of Reference for Engineering Studies and Design Services for bitumen surfacing, rehabilitation and spot improvement of roads.

*The consultant shall identify road links, which are appointee for rehabilitation using labour-based methods developed by DFR. The criteria for selection of road links suitable for labour-based methods are:*

- 1. Earthworks should be minimal and roadside material is suitable for road formation.*
- 2. Haulage distance for gravel sub-base and surfacing materials shall not exceed 5km;*
- 3. Under employed or surplus labour is available along the road within a walking distance to and from work site.*
- 4. Road section requires minor culverts.*

*For equipment-intensive National Competitive Bidding, the consultant shall package lots consisting of 15km, 25km, and 45km, without subdividing a specified road link into lots, to enable participation of contractors classified for A1 to A4 contracts by the Ministry of Roads & Transport.*

*For Labour-Based National Competitive Bidding, the aggregate length of road links in a lot shall be between 20 and 25km.*

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#### **STUDY COMMENTARY**

Item 3 requiring surplus labour is an obvious requirement, however it can be a difficult criteria to establish without conducting on site surveys and interviews. The availability of labour is highly dependent on the season in agricultural areas, but also on the general economic situation in the area.

Engineering consultants may not be equipped to carry out such studies adequately unless more guidelines are provided based upon national experience and advice from labour-studies.

Items 1, 2 and 4 are more difficult to justify, given that A4 contractors are allowed to bid. Equipment output for earthworks and skills in structures are unlikely to be very different between a class C and an A4 contractor. Similarly, tractor/trailer combinations are perfectly feasible for gravel haulage over distances up to 10 km.

In general experience, labour-based contractors provided with the equipment fleets specified in the classification system should be perfectly able to undertake the work required for gravel road rehabilitation and improvement.

The maximum lot size of 20 km for a labour-based contractor is an appropriate provision if the work is to be completed in one year.

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## Annex VI: Concerning labour standards selected in the SAC project

The following appears as standard Special Specifications in DFID and IDA funded rural feeder roads projects. Provisions dealing with provisional sums and other special compensation are *italicised*.

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### LABOUR STANDARDS

#### General

Labour Standards included in this Contract should not be regarded merely as protection for employees but as a way of improving the worker's welfare and hence their productivity. Labour Standards are included in the Conditions of Contract Part II, Conditions of Particular Application. Specific Bill of Quantities Items cover some of the requirements in respect of Labour Standards, the remainder are deemed to be included as overheads in the Contractor's general rates.

The Contractor shall fully comply with the following requirements in respect of Labour Standards the majority of which are already in force and embodied in the labour laws of Ghana. References to various laws, statutes, decrees legal instruments and other ordinances are given for information purposes and the Contractor shall ascertain for himself his obligations in respect thereof including those arising from any subsequent legislation. Compliance with this list of Labour Standards shall in no way absolve the Contractor of any of his obligations in respect of any of the labour laws in force in Ghana.

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#### STUDY COMMENTARY

The study suggests that the selection of items placed in the Specific Bill of Quantities, Provisional Sums, or left as a "remainder ... deemed to be included as overheads in the Contractor's general rates" is of critical importance, both for immediate impact, but also for issues of sustainability and industry practice, and monitoring.

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- **Freedom of Association and Collective Bargaining:** The Contractor shall adopt a co-operative attitude towards officers and members of registered trades unions in accordance with the provisions of the Industrial Relations Act, 1965. Section 7 of this Act lends legal force to process of collective bargaining and any collective agreement concluded through that process. The current collective agreement between the Association of Building and Civil Contractors of Ghana (ABCCG) and the Construction and Building Materials Workers Union of TUC (CBMWU) for the period from 1<sup>st</sup> January 2000 to 31<sup>st</sup> December 2001 provides for many of the following Labour Standards.

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#### STUDY COMMENTARY

Reference should be made to the agreement made with the Association of Road Contractors of Ghana, and consideration given to making contract special specifications consistent with the collective agreement, where they are different. Collective agreements should be cited as the basis for labour standards, and care should be taken to refer to those that are most directly applicable to the works concerned.

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- **Equality of Treatment:** The Contractor shall comply fully with Legal Instrument 632, Labour Relations, 1969. Part VIII provides that males and females shall

receive equal pay for equal work. As a requirement of this Contract the Contractor shall afford equal opportunity for women to perform any site task including those of a supervisory nature.

- **Payment of Remuneration:** N.L.C.D. 157, Labour Decree, 1967, Part VII requires that the whole of worker's remuneration shall be in legal tender. The minimum rates of remuneration for the various groups recognised by the industry are set out in Section 9.8 of the current collective agreement between ABCCG and CBMWU for the period from 1<sup>st</sup> January 2000 to 31<sup>st</sup> December 2001. However the rates contained therein were only applicable for the year 2000 and the Contractor shall pay any increases to those minimum rates that may have subsequently been agreed. The Contractor shall ensure that prompt and full payment of remuneration shall be made directly to individual workers.
- **Hours of Work:** Normal working hours as set out in Section 3.3 of the current collective agreement between ABCCG and CBMWU shall not exceed 40 in any week worked from Monday to Friday. Time worked in excess of the normal working hours shall be paid as overtime in accordance with Section 3.5 of that collective agreement which provides that overtime will be paid at the following rates:

Monday – Friday	Normal hourly rate x 1.25
Saturday	Normal hourly rate x 1.50
Sunday	Normal hourly rate x 2.00

The Labour Regulations, 1969 provide that workers shall be given a rest period of 36 consecutive hours in every 7 days of normal working hours.

Where work is allocated on a task basis, a task should be capable of being completed by an average worker within an 8-hour working day.

- **Protective Clothing:** The provisions of Act 328, the Factories, Offices and Shops Act, 1970, Section 25 require the Contractor to provide each worker with adequate, free protective clothing and appliances appropriate to their tasks. Minimum requirements for protective clothing particular to the industry are set out in Section 5.3 of the current collective agreement. The Contractor shall provide protective clothing to all site employees as follows:

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#### **STUDY COMMENTARY**

Although the Factories, Offices and Shops Act, 1970, is applicable to premises in which articles are made or prepared incidentally to the carrying on of building operations or works of engineering construction (the construction of any road) it does not apply to the premises in which such building operations or works of engineering construction are being carried on. See §83(1)(d) read with §86(1). This may warrant further investigation, and this is not to suggest that the application of this requirement is inappropriate – just probably not required by this particular law. This comment applies to other citations to this Act in these provisions.

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Basic protective clothing for all employees (including supervisors)

Steel toe-capped safety boots  
Overalls  
Gloves  
Raincoats for any works in rainy seasons

Additional protective clothing and equipment for specific tasks

Safety helmets for workers engaged in the construction of bridges or box culverts of height 2m and above.

Wellington boots, dust masks and safety goggles for concreting works.  
Dust masks for work in dusty conditions.  
Wellington boots for work in wet conditions.  
Ear defenders/plugs for work in noisy conditions.

The Contractor shall provide the protective clothing and equipment to his employees as soon as practicable during the mobilisation period and in any case no later than 42 days from the Engineer's instruction to commence the Works.

Section 5.3 of the collective agreement states that it is an infringement of the spirit and letter of that agreement for an employer to fail to provide necessary protective clothing and equipment. Notwithstanding that similarly it is an infringement of the spirit and letter of that Agreement for an employee having been provided with protective clothing and equipment to fail to use them, the Contractor shall stringently endeavour to ensure that any safety equipment provided for his workforce is effectively utilised.

The Contractor's attention is drawn to the fact that different sizes of clothing will be required to meet individual needs and that non-standard sizes e.g. safety boots for women may need advance ordering from suppliers.

*Separate payment shall be made under the Provisional Sum Items A420.2 and A420.3, Bill No. 1 of the Bills of Quantities "Provide and maintain protective clothing, safety equipment for use by site employees" and "Replacement of protective clothing, safety equipment and first aid kit items" respectively.*

*A percentage adjustment on those Provisional Sum Items is included as Item A420.8, Bill No. 1 of the Bills of Quantities.*

*If, in the opinion of the Engineer, the Contractor has failed to achieve full compliance with the requirements of this Clause, a reduction will be made in the amount payable as a bonus for full compliance with obligations in respect of Labour Standards to be awarded at the discretion of the Engineer under Item A420.9, Bill No. 1 in the Bills of Quantities.*

- **Safety:** The Contractor shall nominate and train one employee per lot as safety officer. The Contractor shall establish a safety committee during the mobilisation period comprising the Contractor's Safety Officer, the Engineer's Representative and one worker's representative from each site. The committee shall meet monthly to discuss the promotion of safe working practices, the prevention of accidents and other safety issues and shall report to the monthly progress meetings.

The Contractor shall nominate and train one employee per site to be responsible for first aid. The Contractor shall organise and pay for the first aid training of his nominated employee with the Ghana Red Cross Society (Contact Person, J. Harold Atisu, Coordinator, Resource Development Tel 021 661491 – 3).

Pursuant to the Factories, Offices and Shops Act 1970, Section 28, the Contractor shall provide and place under the charge of the person responsible for first aid a first aid kit at each site. That person shall be responsible for managing the first aid kit and informing the Contractor from time to time of any first aid items that have expired or been consumed. The Contractor shall immediately arrange for the replacement of such items.

The first aid kit shall include:

Antiseptic Cream

Gentian Violet

Sterilised Needles

Bandages	Hydrogen Peroxide	Surgical Blade
Cotton Wool	Iodine	Surgical Gloves
Crepe Bandages	Lint	Triangular Bandages
Disinfectant	Measuring Cup	Tweezers
Eye Rinsing Bath	Plasters	Washing Bowl & Soap
Eye Wash	Safety Pins	
Gauze	Scissors	

Pursuant to Section 5.4 of the collective agreement the Contractor shall provide free medical attention including drugs to his employees and, up to the agreed limits therein, their families.

The Contractor shall establish emergency evacuation procedures to enable rapid response to accidents viz establish prior contact with local clinics, health centres and district hospitals, make prior arrangements for transport, etc.

*Separate payment will be made for the provision of a first aid kit and training of a first aider under the Provisional Sum Item A420.5, Bill No. 1 of the Bills of Quantities.*

*A percentage adjustment on that Provisional Sum Item is included as Item A420.8, Bill No. 1 of the Bills of Quantities.*

*If, in the opinion of the Engineer, the Contractor has failed to achieve full compliance with the requirements of this Clause, a reduction will be made in the amount payable as a bonus for full compliance with obligations in respect of Labour Standards to be awarded at the discretion of the Engineer under Item A420.9, Bill No. 1 in the Bills of Quantities.*

- **Drinking Water:** The Contractor shall provide, pursuant to the Factories, Offices and Shops Act, 1970, Section 20 an adequate supply of potable water for all employees at each site. Potable water shall comply with WHO standards. A minimum of 10 litres per employee per day is to be provided and a minimum buffer supply of 250 litres is to be maintained at each site irrespective of the number of employees at the site.

The vessels used to transport and store drinking water shall be manufactured from polythene or similar approved material and shall only be used for those purposes. Such vessels shall be clearly and legibly marked "Drinking Water Only". The Contractor shall take all necessary steps to preserve the water and vessels from contamination and they shall be emptied, cleaned and sterilised with a solution of chlorine powder on a regular basis at intervals not exceeding twice per week.

*Separate payment will be made for the provision of drinking water under the Provisional Sum Item A420.1, Bill No. 1 of the Bills of Quantities "Provide safe drinking water for site employees including storage facilities (Polytank, etc)"*

*A percentage adjustment on that Provisional Sum Item is included as Item A420.8, Bill No. 1 of the Bills of Quantities.*

*If, in the opinion of the Engineer, the Contractor has failed to achieve full compliance with the requirements of this Clause, a reduction will be made in the amount payable as a bonus for full compliance with obligations in respect of Labour Standards to be awarded at the discretion of the Engineer under Item A420.9, Bill No. 1 in the Bills of Quantities.*

- **Water for Other Purposes:** Pursuant to the Factories, Offices and Shops Act, 1970, Section 16, the Contractor shall provide adequate and suitable washing

facilities at each site. The design, construction and location of washing facilities shall be subject to the approval of the Engineer. The Contractor shall provide hand-washing facilities (washing bowl, stand and soap) at each latrine location. The Contractor shall maintain a continual supply of clean water at each washing and hand-washing facility.

- **Latrines:** Pursuant to the Factories, Offices and Shops Act, 1970, Section 19, the Contractor shall construct temporary latrines at each culvert location unless otherwise directed by the Engineer. Separate facilities shall be provided for male and female workers.

Latrines shall be provided with privacy screens, screened ventilation pipes, covers and airtight slabs or squatting plates that may be readily cleaned so as to reduce any fly-borne nuisance. In formulating their design for temporary latrines Contractors shall take into consideration the economic need to maximise the re-use of materials and the frequency that such facilities will need to be relocated. Contractors shall submit their proposed designs for approval in respect of temporary latrines within 14 days from the date of the Engineer's instruction to commence the Works pursuant to Clause 41 of the General Conditions of Contract. The location of individual latrine sites shall be as directed by the Engineer.

Latrines construction shall commence as soon as practicable during the mobilisation period and continue from time to time on an "as needs" basis such that adequate facilities are available to the whole workforce.

The Contractor shall ensure that latrines are continuously maintained in a clean and sanitary condition. The Contractor shall provide and maintain hand- washing facilities including adequate supplies of soap and water for hand washing at all latrine sites.

*Separate measurement and payment shall be made for providing latrines under the Provisional Sum Item A420.4, Bill No. 1 of the Bills of Quantities "Provide and maintain temporary latrines, relocate as necessary and remove and backfill on completion.*

*A percentage adjustment on that Provisional Sum Item is included as Item A420.8, Bill No. 1 of the Bills of Quantities.*

*75% of the cost for providing latrine facilities will become payable upon acceptance and approval by the Engineer of the first pair of latrine facilities. The remaining 25% will become payable upon removal and satisfactory backfilling and reinstatement of the final latrine to be last in use.*

*If, in the opinion of the Engineer, the Contractor has failed to achieve full compliance with the requirements of this Clause, a reduction will be made in the amount payable as a bonus for full compliance with obligations in respect of Labour Standards to be awarded at the discretion of the Engineer under Item A420.9, Bill No. 1 in the Bills of Quantities.*

- **Record Keeping:** The Contractor shall maintain contemporaneous records of all employees engaged under the Contract. Records shall be kept at the site and shall be made available for inspection by the Engineer or any Labour Officer pursuant to L.I. 632, Labour Relations, 1969, Section 19 at any reasonable time. Records are to be maintained from the date of the Engineer's instruction to commence the Works pursuant to Clause 41 of the General Conditions of Contract.

Contractors shall use the standard forms given in Appendix 1 to keep Employment Records, Daily Records of Hours Worked, Monthly Pay Records and Accident Records.

Contractors shall not engage workers through repeated temporary contracts or apprenticeship schemes to avoid meeting the wages and other benefits given to permanent workers.

*Separate measurement and payment shall be made for record keeping under Item A290.3, Bill No. 1 of the Bills of Quantities "Keeping of employment records".*

*The unit of measurement shall be the month of adequate record keeping submitted to the Engineer. If, in the opinion of the Engineer, the Contractor has failed to achieve full compliance with the requirements of this Clause, a deduction in the amount for payment will be made against that item in the Bill of Quantities.*

*The tendered rate shall include for the full costs associated with complying with the requirements of this specification including the provision of stationery, clerical staff and associated office facilities.*

- **Employment of Children:** N.I.C.D. 157, Labour Decree, 1967, Section 44 proscribes child employment. Section 45 defines a child as a person under the apparent age of 15. Section 46 requires the Contractor to keep a register of young persons employed including their dates of birth or, if unknown, their apparent age. Section 45 provides that young persons under the age of 18 should not work at night.
- **Forced Labour:** In accordance with the provisions of N.I.C.D. 157, Labour Decree, 1967, Part IX the use of forced labour by the Contractor is prohibited.

## HIV/AIDS AWARENESS

The Contractor shall display appropriate health education materials at the Site concerning the dangers and impact of Sexually Transmitted Diseases (STDs) in general and HIV/AIDS in particular. Suitable materials are available from the Ministry of Health and the Ghana AIDS Commission. The Contractor shall also facilitate local Ministry of Health staff to conduct awareness and consultation visits to each site at least every four months for the benefit of site staff and labour.

The Contractor shall throughout the Contract (including the Defects Liability Period if workers are on site) also facilitate local Ministry of Health staff to operate an STD clinic on site periodically or make arrangements for workers to visit suitable local clinics.

All the above provisions shall be provided free of charge to staff and labour.

The Contractor shall make condoms freely available to all of the workforce free of charge. No separate measurement and payment shall be made for the provision of condoms the costs of which shall be deemed to have been covered elsewhere in the Contractors rates and prices.

*Separate payment for the education of workers and local communities in STDs and HIV/AIDS awareness shall be made under the Provisional Sum Item A420.6, Bill No.1 of the Bills of Quantities "Provide assistance to and facilitate site visits by MOH personnel to educate workers and local communities in STDs HIV/AIDS awareness and consultation meetings"*

*A percentage adjustment on that Provisional Sum Item is included as Item A420.8, Bill No. 1 of the Bills of Quantities.*

*If, in the opinion of the Engineer, the Contractor has failed to achieve full compliance with the requirements of this Clause, a reduction will be made in the amount payable as a bonus for full compliance with obligations in respect of Labour Standards to be awarded at the discretion of the Engineer under Item A420.9, Bill No. 1 in the Bills of Quantities.*

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## APPENDIX

The Contractor shall record the particulars of each employee on an Employee Record Card as follows:

EMPLOYEE RECORD CARD	
Employee Name:	
Employee Work Reference N <sup>o</sup> .	
Date of Birth:	
Age:	
Sex:	
Marital Status:	
Social Security Number	
Home Town	
Address / House Number	
Previous Employment	
Date of Employment	
Date of Termination	
Membership of Union	

**Daily Record of Hours Worked**

**Contract Name:**  
**Name of Contractor:**  
**Date:**

Employee's Name	Sex	Casual / Permanent	Absent / Present	Reason for Absence	Start Time	Close Time	Overtime Hours	Work Done	Remarks

**Monthly Record of Payment**

**Contract Name:**  
**Name of Contractor:**  
**Month:**      **Year:**

Employee's Name	Sex	Class of Employment	Basic Pay	Overtime Pay	Gross Pay	Social Security	Tax	TUC Dues	Net Pay	Signature

**Accident Record**

**Contract Name:**  
**Name of Contractor:**

Month	Accident Number	Date / Time	Name of Employee	Accident Type	Injuries Sustained	Damage to Property, etc.	Measures Taken	Remarks



## Annex VII: The rights of Ghanaian workers

There is no distinction made in Ghanaian law between workers employed for short, intermittent or in any way “casual” periods of time. The following is a selected collection of provisions that are the rights of Ghanaian workers that would be of interest to labour-based contractors, i.e. items potentially affecting costs or the management of labour.

- All workers are covered by the minimum wage, just pegged at 9,200 Cedi (\$ 1.07).
- Records must be kept by the employer of remuneration paid to workers covered by a remuneration order.<sup>29</sup>
- Annual leave not less than 14 working days with full pay in any calendar year of continuous services, that being 200 days in the year in question.<sup>30</sup>
- Hours of work are a maximum of 8 per day or 45 hours a week.<sup>31</sup>
- A rest break of 30 minutes must be given during a continuous working day; where the working day is split in two parts, one unpaid hour must be given and the break is not counted toward working hours.<sup>32</sup>
- A daily rest period must be given, that is, at least 12 hours of rest between two consecutive workdays.<sup>33</sup>
- A weekly rest period of 36 consecutive hours to be given in every 7 days of normal working hours.<sup>34</sup>
- Rest periods are not inclusive of public holidays.<sup>35</sup>
- The previous provisions dealing with hours of work and rest, daily, weekly and between days of work, are *not* applicable to task workers.<sup>36</sup>
- Equal pay for equal work as between men and women.<sup>37</sup>
- Protection from victimization where worker has made a complaint, given evidence or assisted relative to a violation of law.<sup>38</sup>

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<sup>29</sup> §17 Labour Regulation, 1969

<sup>30</sup> §34 and 35 Labour Regulation, 1969

<sup>31</sup> §49 Labour Regulation, 1969. Certain flexibilities are possible, for example for seasonal work, and average of daily work hours of one year is to be used, with an absolute maximum of 10 hours a day.

<sup>32</sup> §55 Labour Regulations, 1969

<sup>33</sup> §56 Labour Regulation, 1969

<sup>34</sup> §57 Labour Regulation, 1969

<sup>35</sup> §58 Labour Regulations, 1969

<sup>36</sup> §59 Labour Regulations, 1969. This exception would be applicable to task workers properly organized under labour-based construction methods.

<sup>37</sup> §57 Labour Regulation, 1969

- Employer may not employ any unemployed or employed person unless that person is in possession of a registration certificate showing registration with the Public Employment Centre.<sup>39</sup> Penalty of 200 Cedis or imprisonment not exceeding 12 months.<sup>40</sup>
- For any agreement the duration of which is unspecified, other than for the performance of some specific work, the agreement to remuneration at a monthly rate.
- Severance pay is required only with an enterprise closes<sup>41</sup> and then where it has been negotiated.
- Where an agreement to work is to pay remuneration at any rate other than monthly or weekly, i.e. at a daily rate, it is deemed to be a contract determinable at the close of any day without notice.<sup>42</sup>
- The employer is liable for personal injuries as a result of an accident occurring in the course of an employee's employment. Certain exceptions are made in coverage.<sup>43</sup> A mechanism is established for determining how much should be paid to an individual suffering permanent or temporary, partial or complete invalidity as a result of the accident.<sup>44</sup>

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#### **STUDY COMMENTARY**

As can be seen here, there is little in these provisions that would be offensive to a reasonable employer with respect to providing decent work to unskilled rural workers on a short-term basis. Several – those dealing with record keeping, for example – would seem to be simply a matter of basic good management of labour-based construction activities.

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<sup>38</sup> §70 Labour Regulation, 1969

<sup>39</sup> §5(1) Labour Decree, 1967

<sup>40</sup> §9 Labour Decree, 1967

<sup>41</sup> §34 Labour Decree, 1967

<sup>42</sup> §33 Labour Decree, 1967. Short term, locally

<sup>43</sup> The following persons are exempted from the definition of “workman” –

(a) A person whose employment is of a casual nature and who is employed otherwise than for the purposes of the employer's trade or business, not being a person employed for the purposes of any game or recreation and engaged or paid through a club;

(b) an outworker; or

(c) a tributer; or

(d) a member of the employer's family dwelling in his house or compound; or

(e) a person employed in agriculture or handicraft work by an employer who normally employ less than five workmen; or

(f) any class of persons declared by regulations made under this Law not to be workman for the purposes of this Law.

<sup>44</sup> Workmen's Compensation Law, 1987

## Annex VIII: Comments on the draft Labour Bill

A draft Labour Bill is being debated in the Ghanaian Parliament. It introduces, for the first time in Ghana, the concept of temporary and casual workers. The Memorandum accompanying the Bill says about these provisions:

Part X is on special provisions which relate to temporary workers and casual workers. The Part dwells, among others, on the remuneration of temporary and casual workers and payment of remuneration for public holidays. A novelty of this Part is the right of the casual workers to receive equal pay for equal work and to benefit from any necessary medical facilities provided to workers by an employer (Clause 73(5)).

The following criticisms can be levelled against the draft, purely on drafting grounds.<sup>45</sup>

- It does not make sufficiently clear who a casual worker would be. The following definition is given and does not provide certainty as to what would be considered “intermittent” or what the phrase “calculated on a daily basis” means.<sup>46</sup>

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### *Interpretation*

#### *76. In this Part*

*“temporary worker” means a worker who is employed for a continuous period of not less than one month and is not a permanent worker or employed for a work that is seasonal in character;*

*“casual worker” means a worker engaged on a work which is intermittent and whose remuneration is calculated on a daily basis.*

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- The provisions do not make clear what rights or benefits temporary or casual workers are entitled to. The following provision seems to say that any agreement between the worker and the employer is binding even though it does not respect the requirements of the law mentioned. Furthermore, there is a conflict between the definition of temporary worker above and that in clause 4 below.

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#### *73. ...*

*(2) A contract of employment with a temporary workers or a casual workers need not be in writing and shall bind the parties with respect the terms and conditions of employment mutually agreed by the parties.*

*(3) Without prejudice<sup>47</sup> to the terms and conditions of employment mutually agreed by the parties, the provisions of this Act in respect of minimum wages, hours of work, rest period, paid public holidays, night work and sick leave are applicable to the contract of employment with a temporary worker.*

*(4) A workers who is employed by the same employer on a daily basis for a continuous period of six months and more shall be treated for the purposes of the Part as a temporary worker.*

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<sup>45</sup> The Mission received a full draft of the document from the Department of Labour. As the document is a draft, it is not certain if the provisions discussed here have fallen away, have been amended, or are moving toward inclusion in a final law.

<sup>46</sup> The fact that such a calculation is made suggests that the employment would be ongoing for a period, that is to say, wages calculated on the basis of each day worked but paid at some time in the future.

<sup>47</sup> *Webster’s Third New International Dictionary, Unabridged Edition* defines the term: “Without injury to or detraction from one’s own rights or claims or any cause of action or defence asserted.”

- The remaining provisions, concerning **Remuneration of temporary and casual workers** and **Payment of remuneration for public holidays** are in comprehensible. They also seem to suggest an ongoing nature of the employment of these persons.

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*Remuneration of temporary and casual workers*

74. (1) *Subject to this section, the minimum remuneration of a temporary workers or a casual workers shall be determined as follows:*

*(a) where a temporary workers or a casual workers is required to work on week-days only, the minimum monthly remuneration is the amount represented by the worker's daily wage multiplied by twenty-seven;*

*(b) where a temporary workers or a casual workers is required to work every day in the week, the minimum monthly remuneration is the amount represented by three hundred and sixty-five times his daily wage divided by twelve.*

*(2) A temporary workers or a casual workers referred to in subsection (1)(a) is not entitled to 1/27 of his or her minimum monthly remuneration as specified in that paragraph for each day the worker is absent from work during the month.*

*(3) A temporary workers or a casual worker referred to in subsection (1)(b) is not entitled to a twenty-eighth, twenty ninth, thirtieth or thirty-first part of his or her minimum remuneration as specified in that paragraph for each day the worker is absent from work during the month, depending on whether the month consists of twenty-eight, twenty-nine, thirty or thirty-one days.*

...

*Payment of remuneration for public holidays*

75(1) *Every employer shall pay each temporary or casual workers in respect of every public holiday the full remuneration which would have been payable to the temporary or casual workers for a full day's work if that day had not been a public holiday.*

*(2) Where a temporary or casual worker attends and performs work of a full day or more on a public holiday, the employer shall pay the worker in addition, the remuneration which would have been payable to the temporary or casual workers for the work if that day had not been a public holiday.*

*(3) Where a temporary or casual worker attends and performs work for part only of a public holiday, the employer shall pay the worker in addition to the remuneration provided under subsection (1), the proportion of the remuneration for a full day's work on that day if that day had not been a public holiday, represented by the number of hours for which the temporary or casual worker has performed work.*

*(4) Any payment required to be made under subsection (1), (2) or (3) in respect of a public holiday shall be made after the public holiday in the same manner as the worker is normally paid.*

*(5) When an employer fails to comply with subsection (1), (2), (3) or (4), the temporary worker or the casual worker aggrieved by the non-compliance of the employer may present a written complaint to the Commission for determination and the parties shall abide by the decision of the Commission.*

*(6) The Commission may order the employer to pay, such sum as appears to the Commission to be due to the temporary worker or the casual worker on account of any remuneration payable to him or her under the section, and may in that order specify the time within which the payment shall be made.*

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- Clause 73(5)(a) saying that “A casual worker shall (a) be given equal pay for equal work” is duplicative of an clause 68 that says “Every worker shall receive equal pay for equal work without distinction of any kind.”

The idea of creating levels of rights is not new to Ghanaian labour law. The Labour Decree, 1967 does so as seen in the table below; the divisions are done by sector and not type of employment arrangement.

**CLASSIFICATION OF WORKERS**

<u>Groups of Rights</u>	<b>Clerical</b>	<b>Artisan</b>	<b>Labourer</b>	<b>Domestic</b>
<b><u>Part I</u></b> <i>concerning National Employment Service</i>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b><u>Part II</u></b> <i>concerning contracts and agreements</i>		<b>X</b>	<b>X</b>	
<b><u>Remainder of rights</u></b>	<b>X</b>	<b>X</b>	<b>X</b>	

As shown in the table, the rights set out in Parts II and I are not oriented toward employment rights and benefits and benefits, *per se*. It would be possible, for example, to organize the arrangement of the labour law such that all workers get a group of core rights and benefits, and then, exceptionally, workers who are employed in long-term relationships can receive additional rights. In the case of Ghana, however, it is worth saying once more, that the rights that are, in fact, granted in law, do not appear to be onerous, even for small enterprises.

## Annex IX: Comparison of contract clauses

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### STUDY COMMENTARY

The contracts reviewed were confirmed to be representative of the vast number actually produced. Labour clauses of *different types* appear in *different locations* in the contracts reviewed in this study. The contracts reviewed consist of a several sections based on the FIDIC model. Thus:

- *General conditions of Contract* (Part I of FIDIC 4<sup>th</sup> Edition contract) are FIDIC clauses intended to be used *unaltered* for all contracts.
- *Conditions of Particular Application* (Part II of FIDIC 4<sup>th</sup> Edition contract) are standardized FIDIC clauses (commonly called “sub-clauses”) selected and specially prepared for inclusion in each contract. They may introduce amendments or additions to Part I.
- *General Specifications* set out the quality of work required and may contain stipulations as to the manner of working.
- *Special Specifications* specify the materials, workmanship and testing required relating to those works and activities required on a particular contract not covered in the General Specifications and to further specify special requirements that apply to a particular contract or group of contracts. The provisions tend to be the most detailed.

To summarize what is detailed below:

- DFID, DANIDA and GoG contracts are based on FIDIC 4<sup>th</sup> Edition; IDA contracts are based on World Bank Procurement of Works, Smaller Contracts, 1995.
- Pre-bidding meetings where time is specifically set aside to explain the labour clauses are provided currently in DFID financed projects. This does not occur in the case of contracts financed by other sources.
- DFID and IDA financed contracts have the most detailed, tailor-made provisions, appearing as Special Specifications (origins in the SAC Project); contracts financed by DANIDA and GoG have general clauses touching on labour matters (payment of wages, record keeping, water with origins in FIDIC Part II).

- Provisional sums are provided in DFID and IDA financed contracts, but there are differences as between items that are included. There are also differences in items included where provisional sums are included in contracts financed by other sources.
- Provisions concerning insurance, and specifically insurance cover for workers' accidents differ between contracts with different financing.
- Provisions concerning penalty for breach are made in the DANIDA and GoG financed contract, i.e. removal for pre-qualification list.

X	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
<b>INSTRUCTIONS TO TENDERERS</b>	<p><b>1.16.2 (Concerning pretender meeting)</b> ... In addition the meeting will seek to emphasize specific issues in respect of labour standards, health and safety, HIV/AIDS awareness, quality control and the environment that are of key concern to DFID/DFR and are embodied in this programme.</p> <p><b>1.18.1 Conditions of Labour</b>            The tenderer's particular attention is drawn to the requirements in the Conditions of Contract to comply with all regulations, rules or instructions concerning conditions and terms of employment of any class of employee. Before submitting his tender the tenderer is to ascertain from the Labour Department their requirements affecting the employment of labour in respect of this contract and obtain from the appropriate officer of the Labour Department a statement that this has been done, which statement shall be attached to the tenderer's submission in compliance with this instruction."</p> <p><b>1.28 Preference for Labour-based Tenderers</b>  <b>1.28.1</b> Labour-based contractors will receive a margin of preference in the evaluation of Tenders, for which this clause shall apply. Labour-based tenderers shall provide a copy of their valid MRT classification certificate confirming their status as Category C Labour-based contractors pursuant to Sub-Clause 1.3.3 to prove their eligibility for a ten (10) percent margin of preference in the comparison of their Tenders with those of Tenderers who do not qualify for the preference.  <b>1.28.2</b> Labour-Based Contractors shall not subcontract more than 25 percent of the Works measured in terms of the value to equipment-based contractors and shall undertake to utilize only the major items of equipment listed pursuant to Clause 1.3.4(e) of the Instructions to</p>	<p><b>Pre-bid meeting</b>, but not specific indication that labour issues are to be discussed.</p>	<p>No pre-bid meeting referred to in documentation</p>	<p><b>Section 1. Instructions to Bidders</b>            3.2 Bidders shall provide the following evidence of their eligibility together with their bids.            (i) copy of valid MRH classification certificate            (ii) copy of valid labour certification,            (iii) such evidence of their eligibility satisfactory to the employer as the employer shall reasonably request.</p> <p>...</p> <p><b>Section 19. Pre bid meeting</b>            The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at this stage. [No specific reference to labour matters to be raised.]</p>

	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
	Tenderers for the execution of the Works. <b>1.28.3</b> Responsive tenders will be classified into two groups for the purposes of applying a margin of preference as follows: (a) tenders offered by labour-based contractors complying with the requirements of Sub-Clauses 1.28.1 and 1.28.2 above; and (b) all other Tenderers. <b>1.28.4</b> For the purpose of further evaluation and comparison of tenders only, an amount equal to ten (10) percent of the evaluated tender prices determined in accordance with Clause 1.29.2 (a), (b), (d), (e) will be added to all evaluated tender prices classified in Group (b).			
<b>FIDIC PART I PROVISIONS</b>	Fourth Edition	Fourth Edition	Short form	Fourth Edition
<b>FIDIC STANDARD PROVISIONS</b>	19.1 Safety, Security and Protection of the Environment 19.2 Employer's Responsibilities (concerning his own workmen on site) 24.2 Insurance Against Accident to Workmen 25.1 Evidence and Terms of Insurances 26.1 Compliance with Statutes, Regulations 34.1 Engagement of Staff and Labour 35.1 Returns of Labour and Contractor's Equipment 45.1 Restriction on Working Hours 70.1 Increase or Decrease of Cost	19.1 Safety, Security and Protection of the Environment 19.2 Employer's Responsibilities (concerning his own workmen on site) 24.2 Insurance Against Accident to Workmen 25.1 Evidence and Terms of Insurances 26.1 Compliance with Statutes, Regulations 34.1 Engagement of Staff and Labour 35.1 Returns of Labour and Contractor's Equipment 45.1 Restriction on Working Hours 70.1 Increase or Decrease of Cost	FIDIC Short form is used. No relevant provisions in this part of the contract document	The Condition of Particular Application, Part II, Section 5, contains a statement that "The General Conditions of Contract, Part I, are prepared in accordance with FIDIC 4 <sup>th</sup> Edition (1987)" and therefore are not reproduced in the document. It is assumed that the following standard provisions are included. 19.1 Safety, Security and Protection of the Environment 19.2 Employer's Responsibilities (concerning his own workmen on site) 24.2 Insurance Against Accident to Workmen 25.1 Evidence and Terms of Insurances 26.1 Compliance with Statutes, Regulations 34.1 Engagement of Staff and Labour 35.1 Returns of Labour and Contractor's Equipment 45.1 Restriction on Working Hours 70.1 Increase or Decrease of Cost
<b>FIDIC PART II PROVISIONS</b>				
<b>RE: EMPLOYMENT</b>	16.4 Employment of Local Personnel The Contractor shall, to the extent practical and reasonable, employ staff and labour from sources indigenous to the neighbourhood of the Works. <b>36.1 Quality of Materials, Plant and Workmanship</b>	34.1 Engagement of Staff and Labour The Contractor shall make his own arrangements for the engagement of all labour, local or otherwise, and save insofar as the contract otherwise provides, for the transport housing, feeding and payment thereof. The Contractor is encouraged, to the extent practicable and	Section 30 Preference for domestic bidders  Not applicable	34.1 The Contractor shall make his own arrangements for the engagement of all labor, local or other wise, and same insofar as the contract otherwise for the transport, housing, feeding and payment thereof. The Contractor is encouraged to the extent practicable and reasonable. to



X	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
	<p>The Contractor shall, to the extent practicable and reasonable, use materials and Plant from sources within Ghana.</p>	<p>reasonable, to employ staff and labour with the required qualifications and experience from sources within Ghana. The Contractor shall not knowingly employ staff who are in regular employment of the Government, unless the services of such persons are no longer required by the Government.</p>		<p>employ staff and labour with the required qualifications and experience from source within Ghana. The Contractor shall not knowingly employ staff who are in regular employment of the Government, unless the services of such persons are no longer required by the Government.</p> <p><b>36.1 Quality of Materials, Plant and Workmanship</b>          The Contractor shall be encouraged to the extent practicable and reasonable, to use Plant and materials from sources within Ghana.</p>
<b>RE: SAFETY OF ENVIRONMENT</b>	<p><b>19.2 Safety, Security and Protection of the Environment</b>          ... (f) provide adequate sanitary facilities for his staff and labour and that of his Sub-Contractors, and submit the details of his proposed arrangements to the Engineer, for approval, within 14 days of the Commencement Date of the Contract, and          (g) ensure that no sanitary waste or other spillage or leakage of materials likely to cause pollution is discharged into groundwater or surface watercourses, and          ...</p>			
<b>RE: INSURANCE</b>	<p><b>25.1 Evidence and Terms of Insurance</b>          The Contractor shall provide to the Employer prior to the start of the work on site the insurance policies required under the Contract. When providing such policies to the Employer, the Contractor shall notify the Engineer of so doing.</p>	<p><b>25.1 Evidence and Terms of Insurance</b>          The Contractor shall provide evidence to the Employer as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. ...          (insertion of the italicized provisions into the standard form).</p>	<p><b>Clause 13 Insurance</b>  <b>13.1</b> The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date through the end of the Defects Liability Period, in the amounts and with the deductibles stated in the Contract Data for the following events, which are due to the Contractors risk:          (a) loss of or damage to the Works, Plant, and Materials;          (b) loss of or damage to Equipment;          (c) loss of or damage to property (except Works, Plant, Materials, and Equipment) in connection with the Contract; and          (d) personal injury or death.  <b>13.2</b> Policies and certificates for insurance shall be given by the Contractor to the Project Manager for the Project Manager's approval before the Start Date.          All such insurance shall provide for compensation to be payable in the parts and proportions of currency required to rectify the loss or damage incurred.</p> <p><b>Contract Data</b>  <b>Clause 13.0</b>          Minimum insurance coverage shall be:          (a) the maximum deductible for insurance of the</p>	

X	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
			works and of plant and materials is 100,000,000 Cedis; (b) the minimum coverage for insurance of the works and of plant and materials in respect of the contractors fault in design is 200,000,000 Cedis; (c) the maximum deductible for insurance of equipment is 2,000,000 Cedis; (d) the minimum cover for loss or damage to equipment is 1,000,000 Cedis; (e) the maximum deductible for insurance of other property is 50,000,000 Cedis; (f) the minimum for insurance of other property is 50,000,000 Cedis; (g) the minimum coverage for personal injury or death (i) for the contractors employees is 50,000,000 Cedis; (ii) and for other people is 50,000,000 Cedis.	
<b>RE:            PAYMENT TO            LABOUR AND            RECORDS</b>	<b>34.2 Payment of Labour</b> The Contractor shall pay rates of wages, on an equitable basis as between male and female labour, that are no less favourable than the minimum established by the Government in the District where the Works are being carried out. The Contractor shall pay his staff and labour in a prompt and timely manner at the customary intervals. The Contractor shall keep accurate up-to-date records of the time worked by every employee engaged on the Contract, the class of work on which engaged and the wages paid including all statutory deductions and allowances. Such records shall be available for inspection by the Engineer and the Commissioner of Labour, or their representatives, at all reasonable times for the duration of the Contract. The Contractor shall, as required by the Engineer, produce such other records as may be necessary as evidence of his compliance with the requirements of this Clause.	<b>34.2 Rates of Wages</b> The Contractor shall pay rates of wages not less favourable than those approved by the Government in the district where the Works are being carried out. <b>34.3 Payment of Wages</b> The Contractor shall pay his employees promptly and regularly at the customary intervals and all employees shall be paid in full and up to date before the issue of the Engineer's Maintenance Certificate. <b>34.6 Records of Time Worked and Wages Paid</b> The Contractor shall keep proper records of the time worked by every employee engaged on the Contract, the class of work on which employed and the wages paid. Such records shall be available for inspection by the Engineer and the Engineer's Representative or any duly appointed representative of the Commissioner of Labour, and the Contractor shall produce if required such other records as may be necessary as evidence of his compliance with the requirements of this clause.		<b>34.2 Rate of wages</b> The Contractor shall pay rates of wages not less favourable than those approved by the Government in the District where the Works are being carried out. <b>34.3 Payment of Wages</b> The Contractor shall pay his employees promptly and regularly at the customary intervals and all employees shall be paid in full and up to date before the issue of the Engineer's Maintenance Certificate. <b>34.6 Records of Time Worked and Wages Paid</b> The Contractor shall keep proper records of the time worked by every employee engaged on the Contract, the class of work on which employed and the wages paid. Such records shall be available for inspection at any time by the Engineer and the Engineer's Representative or any duly appointed representative of the Commissioner of Labour, and the Contractor shall produce if required such other records as may be necessary as evidence of his compliance with the requirements of this clause.
<b>RE:            DEFAULT ON            PAYMENT TO</b>	<b>34.3 Default in Payment of Labour</b> In the event of the Contractor's failure to comply with the requirements of Sub-Clause 34.2, the Engineer shall immediately inform the Employer. The Employer may take steps to pay any amounts outstanding directly to the Contractor's staff and labour from monies held, or due to the Contractor, and to deduct such amounts from payments made to the Contractor under Sub-Clause 60.2	<b>34.3 Default in Payment of Labour</b> In the event of default being made in payment of wages of any workmen employed on the Contract, and, if a claim thereafter is filed in the office of the Engineer's Representative and satisfactory proof thereof furnished, the Engineer shall be notified forthwith and may, failing payment by the Contractor, arrange the payment of such claim out of the monies at any time payable under the		<b>34.19 Default in Payment of Wages</b> In the event of default being made in payment of wages of any workmen employed on the Contract, and, if a claim thereafter is filed in the office of the Engineer's Representative and satisfactory proof thereof furnished, the Engineer shall be notified forthwith and may, failing payment by the Contractor, arrange the payment of such claim out of the monies at any time payable under the

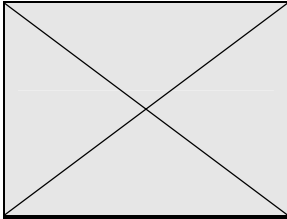
X	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
<b>LABOUR</b>		Contract and the amount so paid shall be deemed payments to the Contractor under the Contract. <b>34.19 Default in Payment of Wages</b> In the event of default being made in payment of wages of any workmen employed on the Contract, and, if a claim thereafter is filed in the office of the Engineer's Representative and satisfactory proof thereof furnished, the Engineer shall be notified forthwith and may, failing payment by the Contractor, arrange the payment of such claim out of the monies at any time payable under the Contract and the amount so paid shall be deemed payments to the Contractor under the Contract.		Contract and the amount so paid shall be deemed payments to the Contractor under the Contract.
<b>RE: PENALTY FOR BREACH</b>		<b>34.20 Breach: Removal from List</b> Should the Contractor or any sub-contractor be found to be in breach of this clause, the Engineer may recommend to the Government his removal from the list of approved Contractors.		<b>34.20 Breach: Removal from List</b> Should the Contractor or any sub-contractor be found to be in breach of this clause, the Engineer may recommend to the Government his removal from the list of approved Contractors.
<b>RE: WORKING HOURS</b>	<b>34.4 Working Hours</b> The Contractor shall comply with the statutory requirements in respect of working hours. Any overtime required to be worked shall not exceed the statutory hours per week for any person and such overtime shall be on a voluntary basis with no coercion or penalty being applied by the Contractor. The Contractor shall allow at least the statutory consecutive hours rest for every 7 day period for each labourer. The Contractor shall, where agreed by the Engineer, be permitted to operate a task work system for his labour, provided that any designated task shall not be more than that which a labourer can reasonably accomplish within a normal 8-hour working day. The Contractor shall keep records of all task rates for inspection by the Engineer who may withdraw his agreement to this method of work if, in his opinion, such task rates are unreasonable.			
<b>RE: CHILD LABOUR</b>	<b>34.5 Employment of Children</b> No person below the age of 15 shall be employed by the Contractor and no person below the age of 18 shall be permitted to work at night or in hazardous conditions. The Contractor shall keep records of the ages of all persons under the age of 18 engaged on the works and make such records available for inspection by the Engineer whenever required.			

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<b>RE: FORCED LABOUR</b>	<b>34.6 Forced Labour</b> The Contractor shall not employ any forced labour.			
<b>RE: CASUAL LABOUR</b>	<b>34.7 Casual Labour</b> The Contractor shall comply with the statutory regulations in respect of the employment of casual labour and shall not allow the deliberate or repeated casualisation of labour during the currency of the Contract.			
<b>RE: WORKER HEALTH AND SAFETY</b>	<b>34.8 Health and Safety</b> Due precautions shall be taken by the Contractor, and at his own cost, to ensure the safety of his staff and labour and, in collaboration with and to the requirements of the local health authorities, to ensure that medical first aid, trained personnel and transport for sick or injured workers are available at the Contractor's camps and on the Site at all times throughout the duration of the Contract. The Contractor shall ensure that suitable arrangements are made for the prevention of epidemics and for all necessary welfare and hygiene requirements. The Contractor shall allow access, at all reasonable times, to the Engineer and the health authorities for inspection to ensure compliance with the provisions of this Clause. The Contractor shall display Health and Safety Regulations and information in a prominent position on the Site for the duration of the Contract.		<b>19 Safety</b> 19.1 The Contractor shall be responsible for the safety for all activities on the Site.	
<b>RE: RESPECT FOR LAW</b>	<b>34.9 Compliance with Statutory Regulations</b> The Contractor shall comply with all statutory provisions of the Labour Law and any employment regulations as may, from time to time, be issued by the Commissioner of Labour or his authorized representative. The Contractor shall himself ascertain from the Labour Department and strictly comply with any regulations having legal force in Ghana affecting the employment of any class of employee during the continuance of the Contract. The Contractor shall display in a prominent position for the period of the Contract the provisions of the Employment Regulations and the terms and conditions of employment of his staff and labour.	<b>34.4 Compliance with Laws and Regulations</b> The Contractor shall comply in all respects with the requirements of all laws for the time being in force and shall ascertain from the Labour Department and shall strictly comply with all the regulations written or otherwise of the Commissioner of Labour and any of his duly appointed representatives affecting the employment of any class of employee under this contract and from time to time in force. <b>34.5 Display of Provision of this Clause</b> The Contractor shall at all times during the continuance of the contract display in conspicuous places on the site and in the factory or other place occupied by him for the execution of the Contract in positions convenient, reading notices information his employees of the		<b>34.4 Compliance with Laws and Regulations</b> The Contractor shall comply in all respects with the requirements of all laws for the time being in force and shall ascertain from the Labour Department and shall strictly comply with all the regulations written or otherwise of the Commissioner of Labour and any of his duly appointed representatives affecting the employment of any class of employee under this contract and from time to time in force. <b>34.5 Display of Provision of this Clause</b> The Contractor shall at all times during the continuance of the contract display in conspicuous places on the site and in the factory or other place occupied by him for the execution of the Contract in positions convenient, reading notices information his employees of the

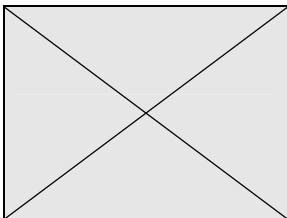
X	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
		foregoing provisions of this Clause and of their conditions of work.		foregoing provisions of this Clause and of their conditions of work.
<b>RE: ACCOMMODATION</b>		<b>34.7 Contractor's Dwellings</b> The Contractor shall at his own expense make his own arrangements for the accommodation of his staff and labour and shall not make use of Government rest houses or other Government facilities unless with the express permission of the appropriate authorities and on payment of the appropriate charges.		<b>34.7 Contractor's Dwellings</b> The Contractor shall at his own expense make his own arrangements for the accommodation of his staff and labour and shall not make use of Government rest houses or other Government facilities unless with the express permission of the appropriate authorities and on payment of the appropriate charges.
<b>RE: SUPPLY OF DRINKING AND OTHER WATER</b>	<b>34.10 Supply of Water</b> The Contractor shall provide on the Site an adequate supply of safe drinking and other water for the use of his staff and labour. Where a suitable local source is not reasonably available in the opinion of the engineer, he may instruct the Contractor to provide alternative facilities for the supply of water. The costs of providing such facilities will be treated as a variation and valued under Clause 52 of the Contract.	<b>34.8 Supply of Water</b> The Contractor shall, so far as reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer's Representatives, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.		<b>34.8 Supply of Water</b> The Contractor shall, so far as reasonably practicable, having regard to local conditions, provide on the site, to the satisfaction of the Engineer's Representative, an adequate supply of drinking and other water for the use of the Contractor's staff and work people.
<b>RE: ACCIDENT REPORTING, ETC.</b>	<b>34.11 Accidents</b> The Contractor shall assign one of his staff on Site to deal with safety and protection against accidents of all staff and labour. The Contractor shall report any accident occurrence, as soon as is reasonably possible, to the Engineer and to the competent authority where such a report is required by law.	<b>34.17 Accidents</b> The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the Works report such accident to the Engineer's Representative. The Contractor shall also report such accident to the competent authority whenever such report is required by law.		<b>34.17 Accidents</b> The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the Works report such accident to the Engineer's Representative. The Contractor shall also report such accident to the competent authority whenever such report is required by law.
<b>RE: EXPATRIATE LABOUR</b>		<b>34.11 Expatriate Labour</b> The Contractor shall make his own arrangement for the engagement of expatriate labour and for the housing, health, welfare and repatriation of the Same, and shall conform in all respects with the conditions and requirements of the Immigration Act No. 154 of 1957 and the Aliens Act No. 160 of 1963, and any amendments thereto or replacements thereof.		<b>34.11 Expatriate Labour</b> The Contractor shall make his own arrangement for the engagement of expatriate labour and for the housing, health, welfare and repatriation of the Same, and shall conform in all respects with the conditions and requirements of the Immigration Act No. 154 of 1957 and the Aliens Act No. 160 of 1963, and any amendments thereto or replacements thereof.
<b>RE: PROTECTIVE CLOTHING</b>	<b>34.12 Protective Clothing</b> The Contractor and any Sub-Contractor engaged in the performance of the Contract shall provide and equip all workers in hazardous occupations with protective clothing, gloves, goggles, masks, footwear and headgear manufactured to such a standard as to ensure adequate			

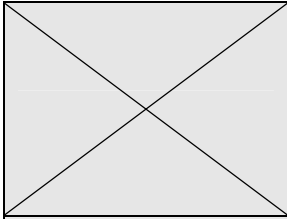
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	protection against injury and accident.			
<b>RE:            PAYMENT IN            ALCOHOL, ETC.</b>	<b>34.13 Alcoholic Liquor or Drugs</b> The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government regulations or Orders for the time being in force, import, sell, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.	<b>34.13 Alcoholic Liquor or Drugs</b> The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government regulations or Orders for the time being in force, import, sell, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.		<b>34.12 Alcoholic Liquor or Drugs</b> The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government regulations or Orders for the time being in force, import, sell, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his Sub-Contractors, agents or employees.
<b>RE:            ARMS</b>	<b>34.14 Arm and Ammunition</b> The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.	<b>34.13 Arm and Ammunition</b> The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.		<b>34.13 Arm and Ammunition</b> The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid.
<b>RE:            RELIGIOUS            CUSTOMS</b>	<b>34.15 Festivals and Religious Customs</b> The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.	<b>34.14 Festivals and Religious Customs</b> The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.		<b>34.14 Festivals and Religious Customs</b> The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.
<b>RE:            EPIDEMICS</b>	<b>34.16 Epidemics</b> In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same. The Contractor shall provide details of the measures he proposes to adopt to combat the spread of HIV/AIDS and STIs (sexually transmitted infections) amongst his staff, labour and the indigenous population. Such measures shall include education and awareness promotion campaigns conducted in conjunction with local health authorities and non-governmental organisations.	<b>34.15 Epidemics</b> In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulation, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.		<b>34.15 Epidemics</b> In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulation, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
<b>RE:            DISORDERLY            CONDUCT</b>	<b>34.17 Disorderly Conduct</b> The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same. The Contractor shall neither be entitled to institute	<b>34.16 Disorderly Conduct</b> The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same but the Contractor shall neither be entitled to		<b>34.16 Disorderly Conduct</b> The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the Works against the same but the Contractor shall neither be entitled to

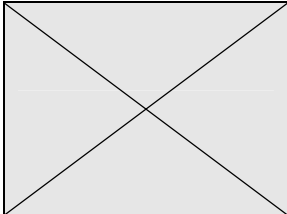
	<p align="center"><b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)</p>	<p align="center"><b>DANIDA (6.2002)</b></p>	<p align="center"><b>IDA</b> POKUSE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)</p>	<p align="center"><b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)</p>
	<p>his own Police Force nor to interfere with members of the statutory law enforcement agencies who shall be given free and undisputed access at all times to any part of the Works in the legitimate execution of their duties.</p>	<p>institute his own Police Force nor to interfere with members of the Ghana Police Force who shall have free and undisputed access at all times to any part of the Works in the execution of their duties.</p>		<p>institute his own Police Force nor to interfere with members of the Ghana Police Force who shall have free and undisputed access at all times to any part of the Works in the execution of their duties.</p>
<p align="center"><b>RE: LATRINES</b></p>	<p><b>34.18 Temporary Latrines</b> The Contractor shall provide adequate and sanitary latrine facilities constructed in compliance with any Government regulations in force for the use of his employees. The Contractor shall keep temporary latrines in a clean and sanitary condition in accordance with the requirements of the health authorities and to the satisfaction of the Engineer. The Contractor shall dismantle, disinfect and back fill all latrines when no longer required or instructed by the Engineer.</p>	<p><b>34.9 Temporary Latrines</b> The Contractor shall provide and maintain at his own cost efficient, adequate and sanitary latrine accommodation constructed to comply with any Government regulations in force for the use of his employees on the Works and shall keep the whole of the site and latrines in a clean and sanitary condition to the satisfaction of the Engineer and in accordance with the requirements of the health authorities of the Government. The Health Officer shall be informed when the Works are about to begin. The Contractor shall thoroughly disinfect and fill all latrines pits, swamps and trenches when no longer required.</p>		<p><b>34.9 Temporary Latrines</b> The Contractor shall provide and maintain at his own cost efficient, adequate and sanitary latrine accommodation constructed to comply with any Government regulations in force for the use of the employees on the Works and shall keep the whole of the site and latrines in a clean and sanitary condition to the satisfaction of the Engineer and in accordance with the requirements of the health authorities of the Government. The Health Officer shall be informed when the Works are about to begin. The Contractor shall thoroughly disinfect and fill all latrines pits, swamps and trenches when no longer required.</p>
<p align="center"><b>RE: TRADE UNIONS</b></p>	<p><b>34.19 Trade Unions</b> The Contractor shall recognize the freedom of his employees to be members of registered trade unions in accordance with the labour laws of Ghana.</p>	<p><b>34.10 Trade Union Membership</b> The Contractor or subcontractor shall recognize the freedom of his work people to be members of registered trade unions.</p>		<p><b>34.10 Trade Union Membership</b> The Contractor or subcontractor shall recognize the freedom of his work people to be members of registered trade unions.</p>
<p align="center"><b>RE: SUB- CONTRACTORS BOUND</b></p>	<p><b>34.20 Observance by Sub-Contractors</b> The Contractor shall ensure and be held liable for the observance by his Sub-Contractors of the provisions of this Clause 34.</p>			<p><b>34.21 Observance by Sub-Contractors</b> The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.</p>
<p align="center"><b>RE: CERTIFICATE OF COMPLIANCE</b></p>		<p><b>34.18 Certificate of Compliance</b> The Contractor shall, in respect of all persons employed by him (whether in the execution of the Contract or otherwise), in every factory workshop or place used by him for the execution of the contract comply with sub clause 34.4 [none in contract] and, if required by the Government, shall before entering into the Contract certify that to the best of his knowledge and belief he has complied with sub clause 34.2 [Breach: Removal from list] for three months immediately preceding the date of submission of the Bid.</p>		<p><b>34.18 Certificate of Compliance</b> The Contractor shall, in respect of all persons employed by him (whether in the execution of the Contract or otherwise), in every factory workshop or place used by him for the execution of the contract comply with sub clause 34.4 and, if required by the Government, shall before entering into the Contract certify that to the best of his knowledge and belief he has complied with sub clause 34.2 for three months immediately preceding the date of submission of the Bid.</p>
<p align="center"><b>LOCATION IN CONTRACT</b></p>	<p align="center">Section 4: General</p>	<p align="center">Section 3A: General</p>	<p align="center">Section VI: General</p>	

	<b>DFID ROAD</b> (KWAME DANSO – GYASIPO, CONTRACT NO. DFR/BAR/DFID/IMP/LCB, SEPTEMBER 2002)	<b>DANIDA (6.2002)</b>	<b>IDA</b> POKUASE-ABLEKUNA FEEDER ROAD DFR/GAR/REG/RSDP/IDA/LOT1/02 (DECEMBER 2002)	<b>GoG</b> FROM DOCUMENT: INVITATION FOR BID, INSTRUCTION TO BIDDERS, CONDITIONS OF CONTRACT, TECHNICAL SPECIFICATIONS, BILL OF QUANTITIES FOR THE REHABILITATION OF AVER EBO- ADWIN (4.5 KM)
<b>DOCUMENTATION:</b>	<b>Specifications</b>	<b>Specifications</b>	<b>Specification</b>	
<b>RE: WATER</b>	<p><b>Water</b>          The Contractor shall provide an adequate supply of drinking and other water for the use of his employees in accordance with the provisions of the Special Specification.</p> <p>The Contractor shall arrange clean water for construction that is free of concentrations of deleterious salts and other materials. He shall arrange water sources so as to not adversely affect the quality or availability of ground water or surface water resources to the indigenous users.</p> <p>The cost of providing water for construction shall be included in the prices tendered for the various items of work for which water is needed.</p>		<p><b>Water</b>          The Contractor shall provide an adequate supply of drinking and other water for use of his employees in accordance with the Special Specification.</p> <p>The Contractor shall arrange clean water for construction that is free of concentrations of deleterious salts and other materials. He shall arrange water sources so as to not adversely affect the quality or availability of ground water or surface water resources to its usual users. The cost of providing water for construction shall be included in the prices tendered for the various items of work for which water is needed.</p>	
<b>RE: HEALTH AND SAFETY</b>	<p><b>Health and Safety</b>          The Contractor shall take due precautions to ensure the health and safety of his employees and shall comply with statutory and local health and safety and labour regulations. He shall ensure that medical first aid, trained personnel and emergency transportation for sick and injured workers are available on the Site at all times. The Contractor shall notify the engineer immediately if any accident occurs that results in injury to any person, whether concerned with the Site or a third party.</p> <p>The Contractor shall include in his work plan details of measures he proposes to adopt to combat the spread of HIV/AIDS and STIs (sexually transmitted infections) amongst his work force and the local community. Such measures shall include education and awareness promotion campaigns conducted in conjunction with the local health authorities and access to condom supplies.</p> <p>More detailed provisions for health and safety, labour and HIV/AIDS prevention measures are given in the Special Specifications.</p>		<p><b>Health and safety</b>          The Contractor shall take due precautions to ensure the health and safety of its employees and shall comply with health and safety and labour regulations. He shall ensure that medical first aid, trained personnel, and emergency transportation for sick or injured workers is available on the Site at all times. The Contractor shall notify the Project Manager immediately if any accident occurs that results in injury of any person, wither concerned with the Site or a third party.</p> <p>The Contractor shall include in his work plan details of the measures he proposes to adopt to combat the spread of HIV/AIDS and STIs (sexually transmitted infections) amongst his work force and the local community. Such measures shall include education and promotion campaigns conducted in conjunction with local health authorities and access to condom supplies.</p> <p>More detailed provisions for health and safety, labour and HIV/AIDS prevention measures are given in the Special Specifications.</p>	
<b>RE: SANITATION</b>	<p><b>Sanitation</b>          The Contractor shall locate sanitary facilities so that the disposal of waste does not pollute any ground water or surface water courses. Pit latrines shall be kept clean and odor free. The Contractor shall not use disinfectants or detergents to clean such latrines, only water. Pit latrines shall be filled in and the super structure completely</p>		<p><b>Sanitation</b>          The Contractor shall locate sanitary facilities so that the disposal of waste does not pollute any ground water or surface watercourses. Pit latrines shall be kept clean and odor free. The Contractor shall not use disinfectants or detergents to clean such latrines, only water. Pit latrines shall be filled in and the super structure completely</p>	



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	<p>removed when the pit is no longer required, or when the pit is full to within 700mm of ground level, all to the approval of the Engineer.</p> <p>When instructed, the Contractor shall construct permanent pit latrines in accordance with the Drawings and to the Engineers satisfaction. Where the use of latrines is not appropriate, the Contractor shall ensure that his workforce dig holes and cover their excrement on an individual basis. More detailed requirements for sanitation are given in the Special Specifications.</p>		<p>removed when the pit is no longer required, or when the pit is full to within 700mm of ground level, all to the approval of the Project Manager.</p> <p>When instructed, the Contractor shall construct permanent pit latrines in accordance with the Drawings and to the Project Manager's satisfaction. Where the use of latrines is not appropriate, the Contractor shall ensure that his workforce dig holes and cover their excrement on an individual basis. More detailed requirements for sanitation are given in the Special Specifications.</p>	
<b>RE: PUBLIC CONSULTATION</b>	<p><b>Public Consultation and Payment to Property Owners and Users</b></p> <p>...</p> <p>A public consultation was carried out during the Design Phase with regard to the Permanent Works. The Contractor shall organise public consultations to discuss temporary land take for working areas, and water sources. The Contractor shall invite the following people to the consultation, clearly stating the date, time and location of (the) consultation.</p> <ul style="list-style-type: none"> <li>• Paramount Chief</li> <li>• Village/Area Chief</li> <li>• Assemblymen</li> <li>• Village Development Committee Chairman</li> <li>• Engineer's Representative</li> <li>• DFR Regional Engineer</li> <li>• Local school teacher</li> <li>• Village secretary</li> </ul> <p>The Contractor shall also erect notices in the villages along the route to inform villagers of the consultation.</p> <p>The Contractor shall inform all attendees at the consultation of:</p> <p>Hear Item 5</p> <ul style="list-style-type: none"> <li>• The work to be carried out and the associated health and safety risks. Parents and village elders shall be requested to ensure that children do not play on the construction sites,</li> <li>• The need for laborers, and the rates of pay and conditions which will be available.</li> </ul> <p>The Contractor shall, as a minimum, comply with the requirements of this Specification and National labour laws.</p> <p>...</p>		<p><b>A Public Consultation and Payment to Property Owners and Users</b></p> <p>...</p> <p>public consultation exercise was carried out during the Design Phase with regard to the Permanent Works. The Contractor shall organise public consultations to discuss temporary land take for working areas, and water sources. The Contractor shall invite the following people to the consultation, clearly stating the date, time and location of the consultation.</p> <ul style="list-style-type: none"> <li>• Paramount Chief</li> <li>• Village/Area Chief</li> <li>• Assemblymen</li> <li>• Village Development Committee Chairman</li> <li>• Project Manager's Representative</li> <li>• DFR Regional Engineer</li> <li>• Local school teacher</li> <li>• Village secretary</li> </ul> <p>The Contractor shall also erect notices in the villages along the route to inform villagers of the construction.</p> <p>The Contractor shall inform all attendees at the consultation of:</p> <ul style="list-style-type: none"> <li>• The works to be carried out and the associated health and safety risks. Parents and village elders shall be requested to ensure that children do not play on the construction sites,</li> <li>• The need for laborers, and the rates of pay and conditions which will be available.</li> </ul> <p>The Contractor shall, as a minimum, comply with the requirements of this Specification and National labour laws.</p> <p>...</p>	

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	<b>Section 4</b> <b>Special Specification</b>		<b>Special Specification</b>	
<b>CONTENTS:</b>	See:  <b>Annex VI: Concerning          labour standards selected          in the SAC project</b>		See:  <b>Annex VI: Concerning          labour standards selected          in the SAC project          (provisions are identical,          with exception of          reference to Project          Manager and not          Engineer)</b>	
<b>PROVISIONS IN          PROVISIONAL          SUMS</b>	A150: Insurance against accident to workmen, Clause 24 A290.3 Keeping employment records A420.2 Provide safe drinking water for the employees including storage facilities (Polytank, etc.) A420.3 Provide and maintain protective clothing, safety equipment for use by the site employees A420.4 Replacement of protective clothing, safety equipment for use by site employees A420.5 Provide and maintain temporary latrines, relocate as necessary and remove and backfill on completion A420.6 Provide first aid kit and train first Aider A420.7 Provide assistance to and facilitate site visits by MOH personnel to educate workers and local communities in STDs HIV/Aids awareness and consultations meetings		Provide water storage Provide safe drinking water for site employees Provide and maintain sanitary latrine Provide water storage tanks  A150: Insurance against accident to workmen, Clause 24 A420.2 Provide water including storage facilities for the employees (Polytank, etc.) A420.3 Provide and maintain protective clothing, safety equipment for use by the site employees A420.4 Replacement of protective clothing, safety equipment for use by site employees A420.5 Provide and maintain temporary latrines, relocate as necessary and remove and backfill on completion A420.6 Provide first aid kit and train first Aider A420.7 Provide assistance to and facilitate site visits by MOH personnel to educate workers and local communities in STDs HIV/Aids awareness and consultations meetings	

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