



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

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**DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE**



BID

FOR THE

SERVICES, REPAIRS AND MAINTENANCE OF

AIR CONDITIONING SYSTEM

WITHIN

JURISDICTION OF DURBAN REGIONAL OFFICE:

CONTACT PERSON FOR ANY QUIRIES OR SITE VISIT ARRANGEMENT

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Special Conditions of Contract

SCOPE OF WORK

This contract is limited for the maintenance/repairs to Heating, Ventilation and Air Conditioning Systems and associated equipment during normal working hours as required by the Department.

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs/ Replacements shall be carried out only upon the Bidder receiving instruction to do so in the manner as described in the Special Conditions of Contract Heating, Ventilation and Air Conditioning Systems, which include the following covered under this contract shall be deemed to include:

1. Fans and attenuators
2. Electric motors
3. Air filters
4. Air terminals
5. Noise and vibration
6. Painting and cleaning
7. Labelling and identification.
8. Heat Exchangers

All types, makes, sizes and model number of equipment will be included.

All equipment/parts/materials used shall be genuine.

The contractor shall be capable of effecting the necessary repairs and overhauling etc to the above-mentioned types.

The use of sub-contractors shall be limited to electronic components and/or controls forming an integral part of the air conditioning system.

Preference will be given to local manufactured products and materials. Only in the event of non-available local products, will consideration be given to foreign products. The contractor will notify the Department in writing with all relevant documentation and obtain authorization prior to purchasing. Also, these products are to comply with latest ISO standards applicable and our relevant SANS regulations.

The Department may, when necessary, utilize the contractor for other engineering related work that falls outside the above-mentioned scope. This will only be in cases where the contractor is deemed to have the necessary resources and expertise to perform the work required.



Note: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of **thirty six (36) months** commencing from the date of the letter of appointment.
- 1.2 **This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.**
- 1.3 Should the Contract be renewed/extended for a further period of months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document must be numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
 - 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to Director of Supply Chain Management, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works



and Infrastructure shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

3.1 Unit: The unit of measurement for each item.

3.2 Quantity: The provisional number of items.

3.3 Rate: The agreed unit rate per item.

3.4 Amount: The product of the quantity and the agreed rate for an item.

3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.

3.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc

3.7 Call- out (assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.

3.8 Client Department: All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. APPLICABLE LEGISLATION AND STANDARDS

Should there be any discrepancy between these Special Conditions of Contract and General Conditions of Contract (GCC 2015), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 South African National Standards or the equivalent,
- 4.4 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.5 The Local Municipal Gas Regulations.
- 4.6 General Conditions of Contract: GCC 2015.
- 4.7 Tenderers Additional Particulars.
- 4.8 All Sections of, and Addenda to, the Specification.
- 4.9 Standard Specification for Kitchen Equipment (PW 351)
- 4.10 General Electrical Specification Parts A, B & C (PW 354)
- 4.11 Specification of Materials and Methods to be Used (PW371)
- 4.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)



- 4.13 Standard Specification for Refrigeration Services (STS 2)
- 4.14 Standard Specification for Steam Boiler Installations (STS 3)
- 4.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)
- 4.16 Best industry practice to the appropriate and technical standards,
- 4.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at:

www.publicworks.gov.za/documents/consultants

The Bidder shall study these documents and acquaint himself/herself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

6. SCOPE OF CONTRACT

- 6.1 This contract is for the maintenance/repairs as per schedule of prices as mentioned on in properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works and Infrastructure reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 **The Department intends appointing one successful Service Provider per area.**
- 6.4 The Department reserves the right if required to employ any other contractor for any



project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.

- 6.5 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in area and within the estimate Price range for the area Bided.
- 6.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.
- 6.5.2 **When a contractor is the highest scoring bidder in all areas the first area will be recommended to that Bidder, the next highest scoring bidder will be recommended for the next area and so on, however the Department may take into consideration other factors for recommending a bidder such as:**
- 6.5.2.1 the bidder's performance on current and previous work,
- 6.5.2.2 the bidder's ability to handle large volumes of work
- 6.5.2.3 any other risks that the bidder may pose that may affect service delivery
- 6.5.3 **The Department reserves the right to negotiate the price with the successful bidder.**
- 6.5.4 **Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements.**
- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.8 Where repairs are required to specialized items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he/she shall apply to the Department for written approval before he/she makes use of their services.



7. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES AND PRICES

8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

8.2 Unit rates entered into the Schedule summary of Quantities:

8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*

8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*

8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT and for monthly fuel tariffs as stipulated by the Department of Transport.

8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

8.5 This is purely a maintenance term contract valid for three years only.



8.7 **As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the three years, it may exceed or be less than the offered amount on the Bid.**

8.7.1 National Department of Public Works and Infrastructure cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer on acceptance letter.

8.7.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.

8.8 **The Department reserves the right to disqualify bid offers which incorporate unit rates that are non-market related, nominal and nil or unbalanced.**

All items to be priced in the price Bill and to be of a competitive price.

NOTE:

Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the tender will be rejected.

9. VEHICLES AND TRANSPORT COSTS

9.1 Transport cost will be calculated from the **Bidder's Workshop** to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

9.2 The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted

9.3 The Department will only pay for transport costs (per kilometres) as specified by the Department of Transport under Category B for Vehicles with diesel/petrol engine. The bidder's rates for transport in the bid document shall be based on the latest fuel tariffs as



specified by the Department of Transport for the above-mentioned category at the time the bid advertisement closes.

- 9.4 Once the contract is awarded the bidder will be invoicing using the fuel tariffs specified by the Department of Transport based on the month he has performed work. In other words if he/she has performed work in September 2026, then he/she will use the fuel tariffs as specified by the Department of Transport for September 2026.
- 9.5 The bidder shall attach a copy or copies of the fuel tariffs to each claim. If work is performed over various months on the same job, then the bidder shall claim the kilometre rate based on the month he worked. Travel claims for each month worked should be clearly indicated on the bidder's invoice. This must be noted on his job cards as well. A copy of the fuel tariff/s that should be attached to each invoice.

Monthly fuel tariffs are available on the Department of Transport Website:

www.transport.gov.za

10. **ACCESS TO PREMISES**

The Bidder undertakes to:

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his/her employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.
- 10.7 Foreigners are not allowed in security cluster and National key points.

11. **ACCESS CARDS TO SECURITY AREAS**

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his



personnel and employees who work within such an area.

- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only RSA identity documents will be accepted on site.

12. **SECURITY CHECK ON PERSONNEL**

- 12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

13. **TRAINED STAFF**

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract. Certified copies of qualifications (not older than 6 months) to be attached with this document.
- 13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. **DRESS CODE**

The following dress code must be adhered to at all times by all workers:

- 14.1 Workers must have a **COMPANY WORK SUIT** with the company logo on it.
- 14.2 Must have clear identification tags with name, surname and a photograph openly displayed with the company logo as background.
- 14.3 The dress code must adhere to the OHSACT in terms of protection for all workers for this



particular service.

- 14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.



18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required and include a motivation for replacement of parts.
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of urgent repairs in accordance with clause 21 of this contract.

19. MANAGEMENT AND EXECUTION OF WORK

- 19.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- 19.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.5 Provide qualified artisan(s) to carry out any emergency repair work on a



24 hours basis, including week-ends and public holidays.

- 19.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.7 Make suitable arrangements regarding the signing of job cards forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.8 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.9 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.10 Only specialized services to be sub-contracted.
- 19.11 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation in order to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor, and shall remain his property when the contract lapses.

20. FORCE MAJEURE

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that:



The bidder shall immediately give written notice to the Department of Public Works and Infrastructure Regional Manager/ Regional Facilities manager of the reason for the fault or delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If as a result of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

21. OFFICIAL INSTRUCTION FOR REPAIRS

- 21.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 21.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 21.3 No payments shall be made for work executed without the necessary written authority.
- 21.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 21.5 *The contactor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

22. URGENT REPAIRS

- 22.1 For purposes of this Bid document urgent services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday,



Sunday and Public Holidays, within time frames as above.

- 22.2 Urgent repairs after hours may be executed with only receipt of an official complaint (ID) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 22.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 22.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.
- 22.5 **The Work Completion Certificate:**
The Work Completion Certificate is no longer required.

23. JOB CARDS ("M" FORMS) FOR REPAIRS

- 23.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 23.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 23.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 23.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 23.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.



- 23.6 Failure to comply with the above could delay payment.
- 23.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card. (No job card will be accepted should the above not be completed)
- 23.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 23.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 23.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 23.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

24. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 24.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 24.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 24.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 24.4 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department:
 - 24.5.1 Must be on a Company Letter Head;
 - 24.5.2 The words 'tax invoice' in a prominent place;
 - 24.5.3 The name, address and registration number of the supplier;
 - 24.5.4 The name and address of the recipient;
 - 24.5.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 24.4.6 Description of the goods or services supplied;
 - 24.4.7 The quantity or volume of the goods or services supplied;



24.4.8 Either-

- i) The value of the supply, the amount of tax charged and the consideration for the supply; or
- ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 24.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 24.6 The supplier's address and contact details must be clear and current (contactable)
- 24.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 24.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 24.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

25. INVOICES FROM BIDDER

- 25.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and supplier's invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26).
- 25.2 The following information is required on the layout of an invoice:
 - 25.2.1 Invoice must be on company's letterhead;
 - 25.2.2 Invoice must be addressed to DPWI;
 - 25.2.3 Invoice must have invoice date and id number;
 - 25.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - 25.2.5 Invoice must indicate,(address) where service was rendered;
 - 25.2.6 Purchase Order Numbers must appear on invoice;
 - 25.2.7 Full description of work been carried out;



25.2.8 The name and email address of the respective Works Manager handling the specific service.

25.3 Services to equipment:

25.3.1 Services can be cancelled at the Department's discretion.

25.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.

25.3.3 Services completed without call centre complaint will not be paid by the Department

25.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPWI Official.

25.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.

25.3.6 When the bidder has done a service to any equipment he/she shall indicate on the invoice "**SERVICE**" in bold and larger font or highlighted.

25.3.7 Tick sheets for maintenance of Refrigeration plants and equipment (see Addendum A to J) to be completed and attached to invoices. The checklists detail the work to be carried out as part of the service/maintenance work of each piece of equipment list in the Addendums. The contractor must tick each and every box corresponding to a maintenance action. The Contractor provide the client with a copy of the tick sheet upon completion of work.

26. PAYMENT TO CONTRACTORS

26.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.

26.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.

26.3 Bidders are also urged to submit all outstanding invoices within three (3) months after completion of this contract.

26.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.

26.5 Payment of invoices complying with all the requirements will be made within 30 days



after official departmental receipt of correct invoices.

26.6. **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

26.7 The successful bidder's administration must be in order.

This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.

Failure to do so may lead to not being awarded a contract

27. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.

28. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

29. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.



31. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

33. COMPUTER SOFTWARE, PASSWORDS, LICENCES

On any system where computers are used, the Contractor shall, as part of the Contract, supply to the Department licensed and documented copies of all additional or modified software used. Removable disks needed to reload the system to fully operational level in the event of a complete breakdown of the system, or for installation on a new or alternative computer system, must be supplied. The software shall include the operating system, application software, utility software and specific programs written for the system. Where programs are compiled the source files must be handed to the Department.

Installation and start-up procedures shall be clearly set out and documented. Whenever changes are made to the software, the Contractor shall supply the Department with a new set of back-ups of the software that underwent the changes. Software may only be changed with the written permission from the Department, and the reasons for proposed changes shall be fully motivated in writing. Before any changes are made, the original software shall be copied by the Contractor to removable media, which shall be handed over to the Department.

Should passwords be used on any system, the highest level of passwords shall be handed to the Department in a sealed envelope, and should any changes to the passwords be made, the new passwords shall be handed to the Department in a sealed envelope by the Contractor.

The Contractor shall also supply the Department with anti-virus protection software, which shall be loaded onto the system by the Contractor, and shall be updated by the Contractor, as new versions become available in the market. The protection software shall be memory resident and shall warn the user the moment a virus is detected.

The Tenderer shall allow in his Tender for any reformatting of the hard disk drives which may



become necessary, reloading of back-up software and testing of the system once the backup software has been loaded.

The documentation and back-up software must be handed over to the Regional Representative upon completion of the restoration phase of the Contract.

All software installed by the contractor at all state-owned facilities prior to and during this contract shall become the ownership of the Department. The contractor shall provide the Department and the user department (client) with a copy and of the software, licences and passwords.

34. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- a) Health and Safety Specification
- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

35. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) to operational staff/personnel in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control rooms in the building and which shall be in a location and of a quality approved by the Regional Representative.

The bidder may claim for the time taken to train personnel/operational staff. The bidder shall submit the list of names and contact details of the trainees along with their invoices.

36. DISCLAIMER/EXIT CLAUSE

36.1 SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO TERMINATE THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, (WHERE APPLICABLE).

36.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National



Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.

37. CALL CENTER

The Department has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

- 38. The successful bidder, if awarded without a workshop shall establish it within the region/area awarded to him/her within one (1) month of the date of award. Failure to meet this requirement will result to termination of contract as no extensions are allowed.**

39. LOCAL CONTENT

- 39.1** The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with Local Content Declaration Templates [Annex C: Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) are accessible to all potential tenderers on **the dti's** official website <http://thedti.gov.za/industrialdevelopment/ip.jsp> at no cost
- 39.2** The Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.
- 39.3** The rates of exchange quoted by the tenderer in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.
- 39.4 AUTHORIZATION LETTERS**
- 39.4.1** If during the contract period, the quantity of required items cannot be wholly sourced from South African (SA) based manufacturers and/ or at stipulated local content threshold at any particular time, tenderers / suppliers should obtain written authorization from **the dti** to supply the remaining portion of the items at a lower local



content threshold. The dti, in consultation the procuring organ of state, will grant authorization on a case-by-case basis and will consider the following:

- a) required volumes in the particular tender;
- b) available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input material and components;
- e) security of supplies and emergencies;
- f) technical considerations including operating conditions;
- g) localisation plans aimed at establishing and/or increasing local manufacturing capacity; and
- h) replacement of components on the existing infrastructure (where applicable) in order to honour the warranties and guarantees.

39.4.2 Specifications, design standards, material availability, technology choices and volumes are some of the main causes of authorizations.

39.4.3 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorization letter:

- a) Procuring entity;
- b) Tender / contract description
- c) Tender reference number
- d) Closing date of tender
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications)
- f) Products/inputs/components to be imported
- g) Reasons for request
- h) Supporting letters from local bidders' suppliers and manufacturers

39.4.4 The turn-around time for processing of authorization requests is 5 working days from the date of receipt.

40. Application of Penalties: any service done after a required timeframe (8hrs), this is from receiving the notification of work/service.

40.1 R 41.65 per hour

40.2 R 1 000.00 per day

END OF THE SPECIAL CONDITIONS OF CONTRACT ADDITIONAL CONDITIONS



UNDER NO circumstances may the Bidder make use of Government employees to assist them on site to load/off load appliances. Failure to comply will lead to corrective steps being taken against him. The Department cannot accept responsibility for any injuries being sustained by government employees as a result of the Bidder not complying with this condition.

ACCESS TO THE SITE/S WILL BE DENIED FOR BIDDERS NOT COMPLYING.

Bidders must be careful not to damage any part of the building, curtains, carpets etc. during the execution of the work, as all damages arising from the work will be made good at the Bidder`s expense to the satisfaction of the supervising officer.

ASSOCIATED ELECTRICAL WORK

The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors:

NOTE:

All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department`s Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.

All electrical work falls within the scope of this document and is the responsibility on the main contractor.

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE. AND ALSO PENALTIES WILL BE IMPOSE TO THE BIDDER FOR FAILING ADHERE TO THE TIMEFRAMES SET TO START AND COMPLETE THE WORK PER ID NUMBER.



TECHNICAL SPECIFICATION

CCHEDULE 1: SERVICE SCHEDULE FOR AIR CONDITIONING AND VENTILATION PLANTS

PRICES FOR SERVICING

QUARTERLY/BI-ANNUAL SERVICE FOR AIR CONDITIONING AND AIR VENTILATION PLANTS AT MAGISTRATE COURTS; MILITARY BASE; POLICE STATIONS; CORRECTIONAL SERVICES AND OTHER CLIENTS DEPARTMENTS.

DEPARTMENTS:

Note: - 1 Description of the service required entails the following: The servicing of the units as per the attached checklist. Annexure A, B, C and D

2. Prices for servicing include checking of equipment and topping of gas or oil when its low as stipulated in annexure A , B , C and D must, include , labour, transport, consumables, minor and incidental repairs and all other overheads.
3. Prices are to be calculated in totals and all totals be carried over to the summary page.

Description of property

4. South African Police Service Complex (SAPS) consist of split units; package units and ventilation units in offices; board rooms; server rooms, mobile homes, workshops and barracks.
5. Military Bases consists of split units; ventilation units; package units; under ceiling units in offices, workshops; hospitals and boardrooms.
6. Correctional Services: Prisons consist of split units and package units in offices; boardrooms and workshops.
7. Magistrate courts consists of chilled water plants; air ventilation plants; package units; AHU; console units; etc. in offices and courtrooms.
8. Other clients include Department of Labour; Home Affairs; Agriculture; Higher Education; Culture and Health. The list below indicates the complexes which require regular services.



ANNEXURE A

PREVENTATIVE MAINTENANCE SERVICE

SERVICE SHEET: CHECK LIST

FOR

PACKAGE UNITS TO BE COMPLETED IN TRIPLCATE FOR CLIENTS, DPWI AND A CONTRACTOR

BUILDING NAME _____

DATE _____

- 1. Clean drain pans and drain []
- 2. Check fan motor for abnormal temperature and noise []
- 3. Check V belt alignment and tension also do adjustment []
- 4. Check refrigeration charge []
- 5. Check and set all safety switches []
- 6. Clean all filters []
- 7. Check for all condition for electrical connection []

REMARKS _____

NOTE:

All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price for servicing.

CONTRACTORS SIGNATURE

DATE: _____

CLIENT DEPARTMENT SIGNATURE

DATE: _____

STAMP



ANNEXURE C

PREVENTATIVE MAINTENANCE SERVICE

SCHEDULE AND CHECK LIST

FOR

WINDOW UNITS AND SPLIT UNITS TO BE COMPLETED IN TRIPLCATE FOR CLIENTS, DPW AND A CONTRACTOR

BUILDING NAME _____

DATE _____

- 1. Check the operation and the condition of a units []
- 2. Check and clean the drain []
- 3. Clean the filters []
- 4. Clean condenser with compressed air []
- 5. Check refrigerant charge []
- 6. Check the condition of electrical connection []
- 7. Check operation of fan motor []
- 8. Clean the unit complete []

REMARKS _____

NOTE:

All minor and incidental repairs such as the replacement of nuts, bolts, washers, self tapping screws, pop rivets etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price for servicing.

CONTRACTORS SIGNATURE

DATE: _____

CLIENT DEPARTMENT SIGNATURE

DATE: _____

STAMP



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA



ANNEXURE D

PREVENTATIVE MAINTENANCE- CHILLER PLANT

CLIENT: _____ **TECHNICIAN:** _____ **DATE:** _____

MODEL NUMBER: _____ **SERIAL NUMBER:** _____ **UNIT NUMBER:** _____

A	HVAC, Chiller Plant Checklist
1	Start unit and observe operation
2	Check compressors for proper operation
3	Check discharge & suction gas pressure
4	Descaling condenser tube with nylon brush if necessary
5	Check electrical wiring for loose connection
6	Check chiller & condenser water line float switch
7	Inspect gasket look for leaks
8	Check chiller and & condenser water pressure for any blockage
9	Check compressor oil pressure
10	Check controls for proper operation
11	Check piping and valves for leaks ,tighten connection if necessary
12	Check for corrosion, clean prime and paint area of corrosion if necessary
13	Check unit for noise & vibration
14	Check refrigerant pressure & add gas if necessary
15	Clean surrounding floor area



B	HVAC, Cooling Tower Checklist
1	Check if and clean wet deck, remove all debris and dispose properly
2	Remove dirt or dust from al interior parts
3	Pressure wash cooling tower and tower structure
4	Inspect and adjust motor,belts,etc,for proper operation
5	Lubricate motor and fan bearings
6	Flush cooling tower if the tower has accumulated excessive debris during the operation session
7	Clean distribution nozzles and screens, adjust bleed, float and central valve for desired water level
8	Check electrical wiring for loose connection
9	Check drains line for restriction
10	Start unit and observe operation
11	Check frame of unit with ohm meter for proper electric ground
12	Inspect and clean protective finish inside and outside. Clean and refinish any damaged coating
13	Inspect keys and keyways in motor and drive shaft
14	Lubricate all bearings. Remove old or excess lubricant
15	Check fans and air inlet screens and remove any dirt or debris
16	Clean in out cooling tower strainer if necessary



C	HVAC, Chiller water pump Checklist
1	Check unit for proper operation
2	Check for leaks on suction and discharge piping
3	Check for seals, packing glands, etc
4	Check motor and pump operation for excessive vibration, overheating, noise, etc
5	Check operation of pressure controls
6	Lubricate pump and motor
7	Clean exterior of pump, motor and surrounding area
8	Clean strainer of suction line if needed
D	HVAC, Condenser water Pump Checklist
1	Check unit for proper operation
2	Check for leaks on suction and discharge piping
3	Check for seals, packing glands, etc
4	Check motor and pump operation for excessive vibration, overheating, noise
5	Check operation of pressure controls
6	Lubricate pump and motor
7	Clean exterior of pump, motor and surrounding area
8	Clean strainer of suction line if needed
9	

E	HVAC, Boiler Gas operated Checklist
1	Check boiler room for adequate ventilation in accordance with AGA burner requirements
2	Check operation of all gas controls and valves including manual gas shutoff, petal gas regulator, safety shut off valves (solenoid) automatic gas valve, petal solenoid valve, butterfly gas valve, motor and linkage to air louver, safety petal solenoid (if used)
3	Check flue connection for tight joints and minimum resistance to airflow, before firing
4	Draft regulators should give slightly negative pressure in the combustion chamber at maximum input
5	On forced draft burners, gas manifold pressure requirements should correspond with modulating (butterfly) valve in full open position and stable at all other firing rates
6	Check burner for flush back



7	Check operation of controls, clean and adjust if necessary
8	Check pilot for proper operation
9	Satisfactory operation and adjustment should conform with manufacturer's instruction
10	Clean all burner nozzles before operating
F	HVAC, Air Handling Unit Checklist
1	Check unit for noise and vibration
2	Clean filters
3	Drain and clean condensate pan
4	Lubricate, greasing motor and blower bearings
5	Clean coil with vacuum, water pressure, brushing
6	Use fin comb to straighten coil fins if needed
7	Clean fan blades and interior unit surfaces to remove soil
8	Damp wipe exterior surfaces
9	Check motor belt and pulley for proper operation
10	Visually inspect wiring for damage or loose connection, tighten loose connection if needed
11	Remove/clean, adjust and reinstall evaporative pads
12	Remove/clean debris from surrounding area
13	Start unit and check for proper operation
14	Check unit bypass valve for proper work
G	HVAC, Expansion Tank Check List
1	Check float valve for proper function
2	Check tank for leakage
3	Clean surrounding area
H	HVAC Fain Coil Unit Check list
1	Check unit for noise and vibration
2	Clean filers
3	Drain and clean condensate pan
4	Lubricate, greasing motor and blower bearings



5	Clean coil with vacuum, water pressure, brushing
6	Use fin comb to straighten coil fins if needed
7	Clean fan blades and interior unit surface to remove soil
8	Damp wipe exterior surfaces
9	Check motor belt and pulley for proper operation
10	Check wiring connection and tighten if loose
11	Remove/clean, adjust and reinstall evaporative pads
12	Remove/clean debris from surrounding area
13	Start unit for proper operation
14	Check unit bypass valve for proper work

I	Fresh Air Supply Fan Check List
1	Check bearing's noise of supply fan motor
2	Check fan blade for proper work, if it exist
3	Check air supply
4	Check air duct for any damage
5	Check air inlet and clean if needed
6	Clean blower for proper work, if it exist
7	Check electrical loose connection
8	Clean supply fan unit

J	Air Exhaust Fan Check List
1	Check bearing's noise of supply fan motor
2	Check fan blade for proper work, if it exists.
3	Check air supply
4	Check air duct for any damage
5	Check air inlet and clean if needed
6	Clean blower for proper work, it exists.
7	Check electrical loose connection
8	Clean exhaust fan unit.
9	

PRELIMINARIES AND GENERALS

Item	Description	Unit	Qty	Rate	Amount
1	Assessment Reports (for every ID/Reference Number)	1	1		
2	Scaffolding/Cherry Picker	1	36		
3	Safety File	1	1		
3.1	Safety Plan per ID/Reference Number	1	1		
4	Removal of debris and rubbish	1	36		
5	Occupational Health & Safety File	1	1		
	Carried over to the overall total (summary page)				

Note that 36 is 36 months

3.02	Replace Compressor (MT 22)	1	Each						
3.03	Replace Compressor (MT 28)	1	Each						
3.04	Replace Compressor (MT 32)	1	Each						
3.05	Replace Compressor (MT 36)	1	Each						
3.06	Replace Compressor (MT 40)	1	Each						
3.07	Replace Compressor (MT 44)	1	Each						
3.08	Replace Compressor (MT 50)	1	Each						
3.09	Replace Compressor (MT 56)	1	Each						
3.10	Replace Compressor (MT 64)	1	Each						
3.11	Replace Compressor (MT 72)	1	Each						
3.12	Replace Compressor (MT 80)	1	Each						
3.13	Replace Compressor (MT 100)	1	Each						
3.14	Replace Compressor (MT 125)	1	Each						
3.15	Replace Compressor (MT 144)	1	Each						
3.16	Replace Compressor (MT 160)	1	Each						
3.17	Replace Compressor (MT 180)	1	Each						
			Total						

SPARES		Qty	Unit	year (R)	year (R)	year (R)	Total (R)
5.1	Bremarg Air Curtain Motor - MOR005	1	EACH				
5.2	Toshiba Rotary Compressors	1	EACH				
5.2.1	ROT009 (9000BTU) PH170	1	EACH				
5.2.2	ROT012 (12000BTU) PH200	1	EACH				
5.2.3	ROT018 (18000BTU) PH295	1	EACH				
5.2.4	ROT024 (24000BTU) PH420	1	EACH				
			Total				
5.3	ALUMINIUM CAPACITOR	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)
5.3.1	AZL016	1	EACH				
5.3.2	AZL018	1	EACH				
5.3.3	AXL018	1	EACH				
5.3.4	AZL301	1	EACH				
			Total				
5.4	REVERSE CYCLE VALVE	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)
5.4.1	REVERSE VALVE 1/2" TO 3/4"	1	Each				
5.4.2	REVERSE VALVE 1/2" TO 5/8"	1	Each				
5.4.3	REVERSE VALVE 3/8" TO 1/2"	1	Each				
5.4.4	SCHRADER/CHARGE NG VALVE 1/4" SWEAT ON	1	Each				

5.4.5		SCHRADER/CHARGI NG VALVE 1/4" WITH COPPER TAIL	1	Each										
			Total		R0,00	R0,00	R0,00	R0,00	R0,00	R0,00	Unit Rate for 3 rd year (R)	Unit Rate for 2 nd year (R)	Unit Rate for 1 st year (R)	Total (R)
6		EVAPORATIVE COOLING SPARES	Qty	Unit										
6.01		FAN BLADE AZL16/500D	1	Each										
6.02		CONTROL PCB/BOX 1810 (DIGITAL)	1	Each										
6.03		CONTROL PCB/BOX 1812 2-SPD	1	Each										
6.04		CONTROL PCB/BOX 1811 1-SPD	1	Each										
6.05		MOTECH WATER PUMP 25LT	1	Each										
6.06		AOLAN WATER PUMP 25LT	1	Each										
6.07		AZL 1812 MOTOR	1	Each										
6.08		AZL 1610 MOTOR 750W	1	Each										
6.09		AZL 1611 MOTOR 750W	1	Each										
6.10		AZL 3011 2200W MOTOR	1	Each										
6.11		MOTOR 1000W	1	Each										
6.13		AZL 16 SIDE PANEL	1	Each										
				Total										
7		REFRIGERANTS & FLUSHING AGENTS	Qty	Unit	Unit Rate for 1 st year (R)	Unit Rate for 2 nd year (R)	Unit Rate for 3 rd year (R)	Total (R)						

7.01	R134A REFRIGERANT/13Kg	1	Each						
7.02	1LTR R141B SOLVENT	1	Each						
7.03	R141 /13Kg	1	Each						
7.04	R22 REFRIGERANT / 13KG	1	Each						
7.05	R404A REFRIGERANT / 13KG	1	Each						
7.06	R406 REFRIGERANT /13Kg	1	Each						
7.07	R408 REFRIGERANT DISP / 13KG	1	Each						
7.08	410A REFRIGERANT / 13KG	1	Each						
7.09	R507 REFRIGERANT / 13KG	1	Each						
7.10	RGR600A 420G SMALL TIN	1	Each						
7.11	R600A 6.5KG DISPOSICAN	1	Each						
7.12	410A DISPOSACAN	1	Each						
			Total						
8	VALVES	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		
8.01	Solenoid Valve 3/8"	1	Each						
8.02	Solenoid Valve 1/2"	1	Each						

8.03	Solenoid Valve 5/8"	1	Each						
8.04	Solenoid Valve 7/8"	1	Each						
	Total								
9	Replacement of burnt out driers	Qty	Unit	Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		
9.01	Replace 3/8" Line drier	1	Each						
9.02	Replace 1/2" Line drier	1	Each						
9.03	Replace 5/8" Line drier	1	Each						
9.04	Replace 3/8" Burnt out drier	1	Each						
9.05	Replace 1/2" Burnt out drier	1	Each						
9.06	Replace 5/8" Burnt out drier	1	Each						
	Total								
10	Filters	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		
10.01	Replace Primary filters - Panel Filter	1	Each						
10.02	Replace Secondary filters - Bag Pocket Filter	1	Each						
	Total								
11	CIRCUIT BREAKERS	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		
	Replace Single Pole								
11.01	1 to 20 Amp	1	Each						
11.02	25 to 40 Amp	1	Each						
11.03	45 to 60 Amp	1	Each						
11.04	63 Amp	1	Each						

			Total	Unit Rate for 1 st year (R)	Unit Rate for 2 nd year (R)	Unit Rate for 3 rd year (R)	Total (R)
11	Replace Triple Pole Circuit Breakers	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)
11.05	1 to 20 Amp	1	Each				
11.06	25 to 40 Amp	1	Each				
11.07	45 to 60 Amp	1	Each				
11.08	60 to 80 amp	1	Each				
11.09	100 to 150 amp - D Frame Type	1	Each				
			Total				
12	CONTACTORS	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)
12.01	Replace 20 Amp	1	Each				
12.02	Replace 25 Amp	1	Each				
12.03	Replace 32 Amp	1	Each				
12.04	Replace 40 Amp	1	Each				
12.05	Replace 50 Amp	1	Each				
12.06	Replace 60 Amp	1	Each				
12.07	Replace 100 Amp	1	Each				
12.08	Replace 120 Amp	1	Each				
			Total				
13	ISOLATORS - All Types Indoor and	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)
13.01	Replace 60 Amp Double Pole	1	Each				
13.02	Replace 30 Amp Double Pole	1	Each				
13.03	Replace 60 Amp Triple Pole	1	Each				
13.04	Replace 80 Amp Triple Pole	1	Each				
13.05	Replace 100 Amp Triple Pole	1	Each				

13.06	Replace 150 Amp Triple Pole	1	Each						
			Total						
14	OVERLOADS & STARTERS	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		
14.01	Replace overload (0.5 to 1)amp	1	Each						
14.02	Replace overload (1 to 2)amp	1	Each						
14.03	Replace overload (2 to 3) amp	1	Each						
14.04	Replace overload (3 to 4) amp	1	Each						
			Total						
15	MOTORS - PARTS	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		
15.01	EVAP FAN MOTOR KIT - 220V M230	1	Each						
15.02	220V EVAP FAN MOTOR M240	1	Each						
15.03	CONDENSOR FAN MOTOR 220V-7WATT	1	Each						
15.04	ZIEHL(EBM)COND FAN MOTOR 10W 220V UNIVERSAL	1	Each						
15.05	CONDENSOR FAN MOTOR 220V-10WATT	1	Each						
			Total						
16	DRYERS	Qty	Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)		

17.01	COMM.DRIER 3/8 SWEAT-ON 153	1	Each					
17.02	COMM.DRIER 1/2 SWEAT-ON	1	Each					
17.03	COMM.DRIER 5/8 SWEAT-ON	1	Each					
17.04	COMM DRIER 3/8" THREADED	1	Each					
17.05	COMM.DRIER 3/8 SWEAT-ON	1	Each					
17.06	COMM.DRIER 1/2 THREADED	1	Each					
17.07	COMM.DRIER 1/2 SWEAT-ON	1	Each					
17.08	COMM.DRIER 5/8 THREADED	1	Each					
17.09	COMM.DRIER 5/8 SWEAT-ON	1	Each					
			Total					
18	SERVICE OF AIRCONDITIONING UNITS ALL MODELS(including mid wall split units under		Unit	Unit Rate for 1st year (R)	Unit Rate for 2nd year (R)	Unit Rate for 3rd year (R)	Total (R)	
18.01	0 - 9000 Btu	1	Each					
18.02	9001 - 12000 Btu	1	Each					
18.03	12001 - 15000 Btu	1	Each					
18.04	15001 - 18000 Btu	1	Each					
18.05	18001 - 20000 Btu	1	Each					
18.06	20001 - 28000 Btu	1	Each					
18.07	28001 - 36000 Btu	1	Each					
18.08	36001 - 48000 Btu	1	Each					
18.09	48001 - 48000 Btu	1	Each					

18.10	60001 - 90000 Btu	1	Each					
18.11	90001 - 120000 Btu	1	Each					
			Total					

SCHEDULE FOUR - LABOUR FOR UNSCHEDULED ITEMS

No.	DESCRIPTION	Qty	UNIT RATE PER YEAR	UNIT RATE YEAR 1	UNIT RATE YEAR 2	UNIT RATE YEAR 3	TOTAL		
							YEAR 1	YEAR 2	YEAR 3
1	LABOUR NORMAL WORKING HOURS								
	Skilled	1 Hour	Rate						
	Artisan/Technician	1 Hour	Rate						
	General Assistant	1 Hour	Rate						
		Total	Rate						

SCHEDULE FIVE - TRANSPORT: BAKKIE/UTILITY VEHICLE (PER DISTRICT RADIUS)

No.	DESCRIPTION	Qty	UNIT RATE PER YEAR	UNIT RATE YEAR 1	UNIT RATE YEAR 2	UNIT RATE YEAR 3	TOTAL		
							YEAR 1	YEAR 2	YEAR 3
1	TRANSPORT: BAKKIE/UTILITY VEHICLE								
	Engine Capacity (Petrol) - 1 to 2 litres	100 km	Rate						
	Engine Capacity (Diesel) - 1 to 2 litres	km	Rate						
		Total	Rate						
		TOTAL							

REPAIR, SERVICE AND MAINTENANCE OF AIR CONDITIONING UNITS FOR 36 MONTH

The total tender price for this service must include all labor and material required for

No.	SCHEDULE DESCRIPTION	AMOUNT (RANDS)
1.	Schedule 1: Preliminaries and Generals	
3.	Schedule 3: Repair & Service	
5.	Schedule 4: Labour	
6.	Schedule 5: Transport	
	Sub total	
	Value Added Tax (VAT)	
	Total Carried Forward to DPW-07	

ADDRESS:

TENDERER'S SIGNATURE:

DATE:



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY

GENERIC GUIDELINES FOR SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATIONS

IN

CONSTRUCTION PROJECTS, REPAIRS,

RENOVATIONS & MAINTENANCE

MANAGED BY

**THE DEPARTMENT OF
PUBLIC WORKS & INFRASTRUCTURE**

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made thereunder. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope

and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“ Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

“Hazard” – means anything including work activities and practices with the potential to cause harm;

“Risk” – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made

available to the principal Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 Communication, Participation & Consultation

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.

- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works

- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work

- c) Construction of a new two storied Administration building.
 - Preparation of site by leveling, compaction etc.
 - Excavations for parking areas/services

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.

- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.

- (c) The principal contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
 - Environmental restrictions and existing on-site risks arrangements, imposed

by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

(d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details; details of the principal contractor;
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

(e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- the development of a construction project traffic management plan;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at

least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

- (f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (i) **Reporting Of Near-Misses**
- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives('SHE – Reps')

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

- The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) *Training & Induction*

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) *Site Specific Induction Training*

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) *Other Training*

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grabbling the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COVID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.

<p>Section 19 & 20 General Administrative Regulations 5</p>	<p>Health & Safety Committees/s</p>	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
<p>Section 37(1) & (2)</p>	<p>Agreement with Mandatories/ (Sub-)Contractors</p>	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
<p>Section 24 & General Admin. Regulation 8 C/OID Act Sect.38, 39 & 41</p>	<p>Reporting of Incidents (Dept. of Labour)</p>	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
<p>General Admin. Regulation 9</p>	<p>Investigation and Recording of Incidents</p>	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
<p>Construction. Regulation 8</p>	<p>Fall Prevention & Protection</p>	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
<p>Construction. Regulation Driven Machinery Regulations 18 & 19</p>	<p>Cranes & Lifting Machines Equipment</p>	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered

		<ul style="list-style-type: none"> • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced

General Safety Regulation 9		<ul style="list-style-type: none"> • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 13A	<p>Inspection & Use of Welding/Flame Cutting Equipment</p>	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety regulation 13B	<p>Inspection of Ladders</p> <p>Ramps</p>	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

- The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

Rev H&S Spec Guideline Oct 2015

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

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

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or

increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site, or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

a) Facilities

The site establishment plan shall make provision for:

b) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

c) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

d) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

e) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

f) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

g) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

h) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

i) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

j) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

k) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

l) Hazardous Chemical Substances Waste Removal

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.

The contractor shall provide adequately marked and sealable containers to transport The hazardous chemical waste from the source to the approved Department of Public Works disposal point.

m) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards

- 5) a review plan for risk assessments shall provide for:
- i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

- All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE

NUMBER

CONTACT PERSON



Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN
DEPARTMENT OF PUBLIC WORKS
(Hereinafter referred to as Department of Public Works)

AND

.....
(Name of contractor/supplier/Agent/)

I, [Insert name of contractor/supplier], do hereby acknowledge that [insert name of contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service [insert brief details of project/service, for example, name, contract/project number]and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between [Insert name of contractor/supplier/Agent **Safety Manager/Safety Officer**] and Department of Public Works, which will ensure compliance by [Insert name of contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of **(Supplier/contractor/Agent)**

Contractor Responsible Manager (responsible for signing the Department of Public Works' contract on behalf of the contractor)

Witnesses

1.

2.

Signed this day of20.....

at (Place)

(Full name..... (Signature).....on

Behalf of **Department of Public Works.**

(Contracts and/or Project Manager or Department of Public Works representative)

Witnesses

1.

2.



Additions to health and safety specifications for all construction sites to include COVID 19

1. Introduction
2. References
3. Special appointments
4. Workers transport
5. Security/access control/control of visitors onsite
6. Pre-construction evaluation of medical requirements, screening and training
7. Facilities, resources and action required by principal contractor where applicable contractor onsite
8. Required procedures, documentation development and updates
9. Procedures at start during and at end of shift
10. Managing and controlling flammable hazardous chemicals
11. Contractor management
12. Compliance monitoring and discipline
13. Additional resources and recourse management

1. Introduction

COVID 19 Novel Corona virus has changed the world we live in and how we will conduct business activities and life in the future. Due to this it has become necessary to take special precautions, to plan and implement control measures, to prevent further spread of this disease.

These specifications are based on the prevention of persons, objects/tools being contaminated with the virus, infection transmission and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.

This document is an addendum to the original project health and safety specification to assist the principal contractor and contractors to protect their workers, and to comply with the interim Regulations that has been gazetted

2. References

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID19 under the National Disaster Act

Department of labour, notice no. 479, 29 April 2020, covid-19, Occupational health and safety measures in workplaces Covid-19 (c19 ohs), directive by the minister of employment and labour in terms of regulation 10 (8) of the regulations issued by the minister of cooperative governance



and traditional affairs in terms of section 27 (2) of the disaster management act, 2002 (act no. 57 of 2002)

The OHS Act read with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees

Section 8(2)(b) of OHS act requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID19, a combination of controls is required, although the main principle is to follow the hierarchy of controls

However, before the implementation of control measures, current risk assessments need to be reviewed and updated, considering the new hazards posed by exposure to COVID-19 in the workplace. The risk assessment should take the Risk Assessment Guides published online by the National Department of Health into account

3. Special appointments

- a. The employer must appoint a manager (from within the existing structure) to address the concerns of employees and workplace representatives concerning COVID 19
- b. Appointment and training of security personnel and adequate personnel to conduct procedures of screening, isolating, conducting questionnaire and further actions required if person presents positive COVID 19 symptoms

4. Workers transport

- a. Where possible the contractors must arrange transport of their employees in line with the travel rules of not more than 70% occupancy and social distancing
- b. Where not possible to avoid the use of public transport provide employees with information on the virus and precautions to take during public transport travel:
 - i. Frequent sanitising
 - ii. Maintain social distancing (at least 2 m)
 - iii. Always wear a mask
 - iv. Coughing, sneezing safe practice and spitting
 - v. When being coughed or sneezed on, turn face away and do not touch face before hands have been sanitised
 - vi. Do not travel if experiencing symptoms of infection
 - vii. Provide employees with CIPC travel certificate

5. Security/access control/control of visitors onsite



- a. **Only 1 access point allowed on site during the Phase lockdown period.**
- b. **A policy of lockdown inside site for the whole shift must be maintained which will mean that employees will not be allowed to exit and re-enter the site during working hours. This will prevent employees from bringing contaminated food or articles onto site and will have to bring food from home**
- c. **The principal contractor must enforce strict access control and no person may enter the site except those who have undergone induction training and who is listed on the employee list**
- d. **The only exceptions are persons who have pre-arranged official appointment which has been approved by the project construction manager. This person may not enter the site before they have passed the screening procedure (fever and questionnaire) and thereafter must be escorted by a person designated by the construction manager**
- e. **Biometric or any form of touch access entry is prohibited**
- f. **Delivery vehicle drivers must undergo and pass the full COVID 19 screening procedure or may not leave the cab of the vehicle and wear a face mask**
- g. **Where more than one Principal Contractor operates on site. A meeting must be held with all the Principal Contractors where an access plan must be formulated and agreed to in writing, which incorporates the sharing of expenses and other resources.**

6. Pre-construction evaluation, screening and training

Principal contractor and contractor's pre-construction requirements:

It is critical that the principal contractor conduct the following preparatory actions before going to site. These actions must be documented and each employee must sign that he/she has undergone this screening and training and understands and procedures

a. Evaluation:

- i. **Employees medical evaluation, ensuring annual medical is valid**

ii. Screening:

1. **Fever screening**
2. **Health questionnaire (signs and symptoms)**
3. **Questionnaire of travel during shut down level 4 and exposure**
4. **Employee practical understanding of:**

- a. **the risks of the virus**



- b. how do you get contaminated?
- c. how do you get infected?
- d. signs and symptoms
- e. prevention

b. Training program

It is important to understand that workers have been of site for an extended period and which requires that the principal contractor and contractors develop a full risk based induction training and awareness program, policies and procedure for COVID 19 and communicate it with management, employees and contractors which include the following:

- i. Employees responsibility to look after their own health and safety and preventing from being infected or infecting other persons
- ii. What is COVID 19
- iii. How are you infected
- iv. Explanation of symptoms and signs (ever, cough, sore throat, redness of eyes or shortness of breath or difficulty in breathing, body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness
- v. Incubation period
- vi. Explain the risk of underlying conditions, i.e.:
 - 1. People 60 years and older
 - 2. People with chronic lung disease or moderate to severe asthma
 - 3. People who have serious heart conditions
 - 4. People who are immunocompromised
 - 5. People with diabetes
 - 6. People with chronic kidney disease undergoing dialysis
 - 7. People with liver disease
- vii. Self-monitoring and reporting of symptoms, possible exposure or infection to company
- viii. The importance of being aware of who you have been in contact with during work and after hours to assist with tracking in case of being infected
- ix. How to self-isolate
- x. Company COVID sick leave and Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act
- x. How to prevent infection:
 - 1. Correct methods of sanitising
 - f. Hands
 - g. Personal hygiene
 - h. Site facilities
 - 2. Social distancing
 - 3. Not touching face



4. The correct way to cough or sneeze
 5. Correct use, limitations of and disposal of PPE
 6. How to protect yourself and family after hours
- xi. What to do if employee is not feeling well and are presenting with the symptoms when already at the work-place or before arrival onsite include:
1. Employees
 - a. If already onsite
 - i. Immediate reporting to employer
 - ii. Social distancing and other preventative actions
 - b. When not onsite yet
 - i. Do not go to work
 - ii. Who to contact at your company?
 - iii. Relevant company contact numbers
 2. Principal contractor and contractors
 - a. Procedures and PPE required when employee presents with symptoms at the site screening and needs to be isolated and tracking of persons in contact with that employee
 - b. Procedures and care of persons who are in self isolation or being treated at hospital or COVID 19 facility
 - c. Company and employee return to work after recovery procedures
- xii. Updated company COVID 19:
1. SHE plan and risk assessment
 2. Policies
 3. PPE requirements
 4. Method statements & risk assessment
 5. Stay at home policy and sick leave
 6. Employee assistance/care program
- xiii. Include COVID awareness in every day DSTI/permit to work system
7. **Facilities, resources and action required by principal contractor where applicable contractor onsite**
 - a. Provide these employees with appropriate PPE for their tasks
 - b. Prevention of employees having to come into close-proximity (Queuing or bundling together)
 - c. Method/procedure of providing drinking water that cannot be contaminated with the virus
 - d. Adequate and appropriate risk-based:



- i. PPE
- ii. Sanitising/hand washing facilities at entrance, eating areas, offices, kitchens, toilets (Foot pedal hand sanitisers is the preferable option)
- iii. Awareness signage and posters
- e. Procedures for sanitising site, offices, toilets, eating areas, meeting rooms communal kitchen appliances, printers and telephones
- f. Procedures and rules to minimise exposure during:
 - i. Meetings (Alternates to close contact meetings)
 - ii. Duration and maximum number of delegates at close contact meetings
 - iii. Induction, Toolbox talk, DSTI
 - iv. Sanitising of areas, offices, boardrooms and furniture
 - v. Communal drinking facility use
 - vi. Housekeeping and garbage removal
- g. Provide an isolation area/tent/room where person can be interviewed and remain until instructions have been received from the COVID 19 control centre on next step to be taken

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8. Required procedures, documentation development and updates

The contractor must develop new and update existing plans, policies, documentation and procedures to include COVID 19

- a. She plan and policy
- b. Company COVID 19 plans, policies, procedures and programs to include:
 - i. Prevention, exposure, infection
 - ii. Social distancing during entering and exiting site, meetings, training
 - iii. Creating different areas for and staggering start of work and lunch-times, training sessions and effective planning of required staff compliments
 - iv. Cooperation with local police, clinic, emergency services and notifying them of the project and developing beneficial relationships
 - v. Engaging with CLO and communities and establish a trust relationship by providing relevant information and possible assistance where possible
 - vi. Emergencies (mass infections)
 - vii. Post-infection return to work guideline, which include:
 - 1. minimum medical and practical criteria for return to work
 - 2. medical evaluation by occupational health practitioner
 - viii. Employee emotional care and assistance during and post infection
 - ix. Management and disposal of contaminated PPE and equipment



- x. Planning to maximise social distancing
- xi. Planning of production and progress to optimise the work-force to minimise the amount of persons onsite at one-time
- xii. Managing and disposal of biological (Virus) contaminated PPE and other personal waste
- xiii. Daily reporting to management of screening results and of persons who were isolated, taken for testing and follow-up
- xiv. Reporting of persons who have been confirmed to be infected to company management, department of labour and Health
- xv. Contact-tracing of persons who were in contact with a person who have been isolated or who has been confirmed as being infected
- xvi. Updated risk assessment to include COVID 19 hazards and risks
- xvii. Evaluation of daily screening, reporting to management and if required update procedure and training
- xviii. Company policy related to paid sick leave in terms of section 22 of the BCEA illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
- xix. Also revise the permit to work where required.

9. Procedures at start during and at end of shift

a. Include conducting and recording information of:

i. Sanitisation

- 1. At start of shift all persons must sanitise with sanitiser that contains at least 70% alcohol with foot pedal or automatic detection and spray device, no hand contact
- 2. Site facilities, offices, boardrooms, toilets, eating areas, surfaces
- 3. Hand and power tools, and other communal equipment to be wiped down

ii. Fever screening and procedure when person has fever

1. Re-do fever screen and if high fever

- a. Isolate and questionnaire
- b. Procedure if evidence points at infection
- c. Contact call centre and follow instructions
- d. Also follow company procedure for reporting to management, client and authorities

10. Managing and controlling flammable hazardous chemicals

- a. The type of sanitiser used for COVID 19 must have a minimum of 70% alcohol and it is important that adequate stock is held onsite
- b. Due to its high alcohol content it poses a fire risk as well as a possible risk of being used by workers for intoxicating purposes which can lead to poisoning
- c. It is therefore particularly important to include these risks into account when the risk assessments is updated



- d. The principal contractor and contractors must ensure that they provide a flammable liquid storage facility, considering the quantities they will be storing onsite which conforms with local government fire regulations and GSR 4
- e. The storage area must be lockable and issuing and stock levels must be controlled by an appointed competent hazardous chemical substance controller
- f. Records of stock levels, issuing and usage must be updated daily and any discrepancies must be reported to management and investigated
- g. Decanting procedures must be developed which includes spillage control. Bottles into which it has been decanted into must be marked to clearly show the contents
- h. Appropriate and adequate signage must be posted
- i. Adequate Alcohol resistant foam or Carbon dioxide (CO₂) fire extinguishers must be appropriately positioned. Inspections of the flammable hazardous chemicals store must be conducted at least monthly
- j. Inspections of the flammable hazardous chemicals store must be conducted at least monthly
- k. First aiders should be trained on the first aid measures as set out in the MSDS

11. Contractor management

It is the responsibility of the principal contractors to ensure that all contractors comply with the requirements of the addition to the original project health and safety specifications

12. Compliance monitoring and discipline

- a. Monitoring of compliance is critical to the prevention program and there may be no tolerance of non-compliance
- b. Strict appropriate disciplinary action must be instituted against employees, contractors, consultants or any person
- c. found in breach of the requirements
- d. The client will be responsible for compliance through audits and inspections and evaluation of principal contractors' reports
- e. The principal contractor must monitor compliance through inspections and COVID 19 specific audit of:
 - i. Available equipment
 - ii. Sanitiser/washing facilities
 - iii. Sanitising of site facilities
 - iv. Employee screening
 - v. Access control
 - vi. Availability of isolation facilities
 - vii. Separation and procedures followed when employees present with symptoms
 - viii. Continuous awareness training
 - ix. Recordkeeping
 - x. Sub-contractor training and screening records, risk assessments and monitoring
- f. Any suspected or confirmed infection or noncompliance with the COVID 19 requirements must be reported to the client health and safety agent with immediate effect



- g. A written incident report must be supplied within 24 hours after the incident. If the risk assessment or procedures are required to be reviewed, same will be done within 36 hours.

13. Additional resources and recourse management

- a. It is a fact that finance and budgets of active projects that were shut down due to COVID 19 have approved budgets and available capital projects that are currently running have already been allocated and approved and Therefore funds should be available from the client to pay Principal Contractors/Contractors
- b. It is therefore critical that the principal contractor ensure that their payment certificates and related documents are correct and is submitted before deadline dates with their invoices. Many delays in payment from clients are due to incorrect or insufficient documentation that has been submitted late.
- c. It is important to understand that the COVID 19 virus has affected all parties and cooperation will increase the probability of completing the project successful
- d. It is critical that the client and principal contractor re-negotiate and discuss the project deadlines and budget and agree on solutions to the benefit of all. The impact of screening, site access, delayed delivery of long lead items due to manufacturing constraints and restrictions due to COVID19 legislation must be considered when negotiating the program and deadlines specifically.
- e. Clients must not delay payment to principal contractors and principal contractors must do the same with their contractors. Delaying payments will have a snowball effect all the way down to the workers who have in some case already not received salaries or has only received partial payment
- f. Businesses must do their utmost to protect the workers who are the most crucial asset of construction
- g. Although SMME are businesses in their own right, many of these companies were already struggling financially before lockdown started and the principal contractor could use the assistance of the project CLO to ensure that workers are being paid and if not report it to the principal contractor.
- h. Contractor must assist employees with UIF claims.
- i. All the above requirement and information must be filtered down to the contractors onsite

“Health and safety is not negotiable”