



ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS

THE CONTRACT



**ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE
AND LADYSMITH HOSPITALS**

C1 - AGREEMENT AND CONTRACT DATA



**ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE
AND LADYSMITH HOSPITALS**

FORM OF OFFER AND ACCEPTANCE

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ZNB 9931-2021H



ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE
AND LADYSMITH HOSPITALS

C.1.1 - FORM OF OFFER AND ACCEPTANCE

THE OFFER AND ACCEPTANCE FORM IS BOUND INTO **SECTION 1** (See end of Returnable Documents) OF THIS DOCUMENT AS PART OF THE RETURNABLE DOCUMENTS. ONCE A CONTRACT IS CONCLUDED WITH A SUCCESSFUL TENDERER, THIS PAGE WILL BE REPLACED WITH THE FILLED AND SIGNED OFFER AND SIGN ACCEPTANCE BY THE EMPLOYER AND IT WILL BECOME PART OF THE CONTRACT.

PLEASE SUBMIT THE OFFER AND ACCEPTANCE FORM WITH THE OTHER
RETURNABLE DOCUMENTS.

Bid no:	ZNB 9931-2021H	
PART 1: DATA PROVIDED BY THE EMPLOYER		
[1.1.1.13]	Defects Liability Period The defects liability period is: A time measured from the date of the Certificate of Completion. Defects Liability Period is 12 Months Mechanical Defects Liability Period is 6 Months for Building Works	
Latent Defect Period		
[5.16.3]	The latent defect period is:	5 years
Documentation required before Commencement of the Works:		
[5.3.1]	The documentation required before commencement with the Works execution are;	
[4.3]	Health and Safety Plan	The Contractor shall deliver his Health and Safety Plan of the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
[5.6]	Initial Programme	The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.
[6.2]	Guarantee	The Contractor shall deliver his chosen Guarantee (security) for this Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
[8.6]	Insurance	The Contractor shall deliver his Insurance for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Cash flow by contractor	The Contractor shall deliver his Cash flow for the Works within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Priced Bill of Quantity	The Contractor shall deliver his Priced Bill of Quantity within 14 calendar days after notice from Engineer, prior to the Commencement Date.
	Programme	The Contractor is required to submit his Programme of Works in terms of Clause 5.6.1 and 5.3.1 and the Principal Agent is required to approve this within 7 days in terms of Clause 5.6.3
	Other requirements	
[5.3.2]	The time to submit the documentation required before commencement with Works execution is: 7 calendar days	

<p>[5.8.1]</p> <p>[5.8.1]</p>	<p>Non-Working days</p> <p>Non-Working days 0</p> <p>Special non- working days All Nationally Recognized Public Holidays and the year end break</p> <p>First Year end break - commences N/A ends on N/A</p> <p>Second Year end break - commences N/A ends on N/A</p> <p>Third Year end break - commences N/A ends on N/A</p> <p>Fourth Year end break - commences N/A ends on N/A</p>											
<p>[3.1.3]</p>	<p>Engineer/Principal Agent to consult with Employer</p> <p>The Engineer shall obtain the specific approval from the Employer before executing any of his functions according to the "Conditions under which Consultants are appointed", or in the event where an employee of the Employer represents the Employer, the relevant General Delegations applicable at the time of executing his/her duties.</p>											
<p>[6.2.1]</p> <p>[6.2.1]</p>	<p>Security</p> <p>The time to deliver the deed of guarantee is Prior to site hand over in terms of clause 5.3.1 and 5.3.2.</p> <p>The liability of the Guarantee shall be for 10%. Please see Offer and Acceptance form for various option available to Bidder.</p>											
	<p>Commencement Date</p> <p>Commencement date means the date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.</p>											
	<p><i>The Agreement comes into effect on the date when; The tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any)</i></p> <p><i>The agreement ("this document") consists of;</i></p> <ol style="list-style-type: none"> 1. Agreement and Conditions of Contract. 2. Form of Offer and Acceptance. 3. Contract Data. 4. Scope of Works. 5. Site Information. 6. Drawings & documents referred to in the 1 to 4 above. <p><i>(See Form of Offer and Acceptance)</i></p>											
<p>[5.3.1]</p>	<p>The contractor shall commence executing the Works within 7 calendar days from the Commencement Date.</p>											
<p>[5.4.1]</p>	<p>Possession of the site will be given within 10 calendar days after the contractor has fulfilled the conditions (4.3, 5.6, 6.2, 8.6) and received the notification from the Employer of Site Hand Over where the contractor will receive one <u>fully signed</u> copy of the Form of Offer and Acceptance from the employer.</p>											
<p>[5.6.1]</p>	<p>The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date.</p>											
	<p>CONTRACT DETAILS</p>											
<p>[1.1.1.33]</p>	<p>Works description: Refer to document C3 – Scope of Work.</p>											
<p>[1.1.1.30]</p>	<p>Site description: Refer to document C4 – Site Information.</p>											
	<p>Specific options that are applicable to a State organ only Where so :</p>											
<p>[6.10.6.2]</p>	<p>1) Interest rate legislation:</p> <p>(a) In respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) In respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply</p> <p>2) Lateral support insurance to be effected by the contractor:</p> <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> </table> <p>3) Payment will be made for materials and goods</p> <table border="1"> <tr> <td>Yes</td> <td>X</td> <td>No</td> </tr> </table> <p>4) Dispute resolution by litigation</p> <table border="1"> <tr> <td>Yes</td> <td></td> <td>No</td> <td>X</td> </tr> </table> <p>5) Extended defects liability period applicable to the following elements:</p> <table border="1"> <tr> <td>Electrical</td> </tr> </table>	Yes	X	No	Yes	X	No	Yes		No	X	Electrical
Yes	X	No										
Yes	X	No										
Yes		No	X									
Electrical												
<p>[8.6.1.1.2]</p>	<p>The Value of material, supplied by the Employer, and not included In the Contract Price, is: R0.00</p>											
<p>[8.6.1.1.3]</p>	<p>The amount to cover Professional Fees, not included in the Contract Price, for repairing damage and loss to be Included In the Insurance: 30% of the Contract Price</p>											
<p>[8.6.1.3]</p>	<p>The limit for indemnity for liable Insurance is: Unlimited</p>											
<p>[6.5.1.2.3]</p>	<p>The percentage allowance to cover overhead charges for contractor and subcontractors, is: 00,0%</p>											
<p>[1.1.1.14]</p>	<p>Practical Completion Date</p> <p>The Practical Completion date is: To be determined after the contractor has been awarded</p> <p>For the works as a whole:</p>											

	The whole of the works shall be completed within:	6 Months (which shall be deemed to include all Non – Working Days, Special Non – Working Days and the year-end Builders Annual Industry Holiday Periods).
[5.5.1]	The date for practical completion shall be	To be determined
[5.13.1]	The penalty per calendar day shall be :	0.04% of the Contract Price, rounded to the nearest R10

	For the works in sections:
	The date for practical completion from the commencement date and the penalty per calendar day:
	Portion 1:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 2:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 3:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 4:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 5:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
	Portion 6:
[5.5.1]	N/A
[5.13.1]	0.04% of the Contract Price, rounded to the nearest R10
[1.3.2]	The law applicable to this agreement shall be that of the: Republic of South Africa
[6.10.1.5]	The percentage advance on materials not yet built into the Permanent Works is: 80.00%
[6.10.3]	Percentage retention on amounts due to contractor is: The Percentage retention is nil. The only security required by the Employer will be such as selected by the Contractor on the Form of Offer and Acceptance and Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR, point 2 - Documents, of the Contract Data.
	Maximum retention is: 10.00% of the Contract Price
[6.8.1]	Notwithstanding anything to the contrary contained in the General conditions of Contract and Preliminaries, this contract could only, when the construction period exceeds 6 months and the contract exceeds R1,000,000.00, be subject to a Contract Price Adjustment Factor.
[6.8.2]	Clause 6.8.2 the last part of the sentence saying "calculated according to the formula and the conditions set out in the Contract Price Adjustment Schedule."
[6.8.3]	must be replaced by "calculated according to the Contract Price Adjustment Provisions (CPAP) Indices Application Manual for use with P0151 Indices (Revised 1 January 2013)" as published by Statistics South Africa. The Contract Price Adjustment Provision (CPAP) will be subject to the most recently released indices by Statistic South Africa. Bidders are advised that with reference to Clause 3.4.6 of the Contract Price Adjustment Provisions (CPAP) Indices Applications Manual, the Head: Public Works will not accept the submission by Bidders of lists of additional items."
[6.8.2]	Where this contract is a Lump Sum contract, the contract will only be subject to Contract Price Adjustment Provisions (CPAP) (Revised 1 January 2013) where the contract period equals or exceeds 6 calendar months. The applicable work group shall be WG 180 for domestic buildings or WG 181 for commercial and industrial buildings only.
[6.8.3]	
[5.14.5]	The following clause must be added to clause 5.14.5:
	[5.14.5.6] The employers agent shall submit the final account within 3 calendar months to the principal agent.
[10.5]	The determinations of disputes shall be by ARBITRATION ONLY.
[10.5.3]	The number of Adjudication Board Members to be appointed is: One
[10.9.1]	Replace the last part of the clause with the following: "...on the application of either party, by the Chairman, or his nominee of the Association of Arbitrators."
	Where CPAP is applicable, the contract sum will be adjusted in accordance with the Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as published by Statistics South Africa, dated 1 January 2013 and any amendments thereto:
	1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities.
	2) In case of uninterruptible power supplies, elevators, escalators and hoists, generating sets, motor-alternator sets and intercommunication systems shall be adjusted in accordance with Work Group 170.
	3) Further to clause 3.4.6 of the CPAP Indices Application Manual, the listing of additional items for exclusion by Bidder's, will not be permitted.
	Alternative Indices: Not Applicable
	Details of changes made to the General Conditions of Contract for construction works (2010) Second Edition
[1.1]	Clause
[1.1.1.5]	COMMENCEMENT DATE – means the actual date of Site Hand over that should not occur prior to the Bidder receiving one fully signed copy of the Offer and Acceptance in terms of the Form of Offer and Acceptance.
[5.12.2.2]	ABNORMAL CLIMATIC CONDITIONS - means conditions over and above what could reasonably be expected for the specific locality where the Works are being executed and include inter alia excessive rain, heat, cold, wind and any other climatic condition that would not normally be experienced during the season that the Works are executed in that area. The South African Weather Service's (http://www.weathersa.co.za) 10 year average climatic conditions statistics would be what could be reasonably expected for the specific locality where the Works are executed.
[6.2.1]	CONSTRUCTION GUARANTEE – means an on demand guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the Offer and Acceptance Form and the contract data.
	CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of due completion date. This period will be deemed to commence on actual site hand over date to the contractor and end on the date of practical completion and shall include all annual industrial holiday periods, Sundays and public holidays.
	CORRUPT PRACTICE – means the offer, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	FINAL ACCOUNT - The document prepared by the principal agent, which reflects the contract value of the works at final approval or termination.

FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after the bid submission) designed to establish tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

- (a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and
- (b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999), will apply

	<p>[1.1.1.16] ENGINEER/PRINCIPAL AGENT – means the person or entity appointed by the Employer and named in the Contract Data as the Engineer/Principal Agent to act as agent of the Employer. In the event of an Engineer/Principal Agent not being appointed, then all the duties and obligations of an Engineer/Principal Agent as detailed in the Contract shall be fulfilled by a representative of the Employer as named in the Contract Data. (Hereafter referred to as Engineer)</p> <p>[1.1.1.21] GENERAL ITEMS - or preliminaries means items stipulated in the Pricing Data relating to general obligations, site services, facilities and/or items that cover elements of the cost of the work which are not considered as proportional to the quantities of the Permanent Works.</p>
	<p>[4.4.1] Add the following to the clause 4.4.1: "The Contract shall only use subcontractors who are duly registered with the CIDB and who has an ACTIVE status at the time of submitting the bid"</p>
	<p>[6.2.1] Refer to Offer and Acceptance form for the various options that the contractor may choose from in providing a form of Guarantee under "GUARATEE OPTIONS".</p>
	<p>[6.10.6.2] Replace "at the prime overdraft rate, as charged by the Contractor's Bank," with "...at the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975)." Omit "on all overdue payments from the date on which the same should have been paid..." and replace with "only after 30 calendar days from receiving written notice from the Contractor that the amount is overdue..."</p>
<p>[5.12.3]</p>	<p>SPECIAL CONDITIONS OF CONTRACT Omit clause 5.12.3 and add the following: "5.12.3. If an extension of time is granted, the Contractor shall be paid such additional time-related General Items, including for special non-working days, if applicable as are appropriate regarding to any other compensation which may already have been granted in respect of the circumstances concerned. The reasons for extension of time that would invoke payment of time related General Items are inter alia;</p> <p>5.12.3.1 Failure to give possession of the site to the contractor. 5.12.3.2 Making good physical loss and repairing damage to the works where the contractor is not at risk. 5.12.3.3 Contract instructions not occasioned by default by the contractor. 5.12.3.4 Failure to issue construction information timeously or the late issue of a contract instruction following a request from the contractor. 5.12.3.5 Late acceptance by the principal agent of a design undertaken by a selected subcontractor where the contractor's obligations have been met. 5.12.3.6 Suspension or cancellation termination invoked by a nominated or selected n/s subcontractor due to default by the employer or the principal agent. 5.12.3.7 Insolvency of a nominated subcontractor. 5.12.3.8 A direct contractor. 5.12.3.9 Opening up and testing of work and materials and goods where such work is according to in accordance with the contract documents. 5.12.3.10 The execution of additional work for which the quantity included in the bills of quantities is not sufficiently accurate. 5.12.3.11 Late or failure to supply materials and goods for which the employer is responsible. 5.12.3.12 Suspension of the works."</p>
<p>[5.14.5.1]</p>	<p>Omit entire clause 5.14.5.1</p>
<p>[5.16.4]</p>	<p>Add the following new clause "5.16.4. Upon the issue of a Final Approval Certificate, unless otherwise provided in the Contract: 5.16.4.1. The performance Guarantee (if any) shall be returned within 14 days to the guarantor in terms of Clause 7."</p>
<p>[6.2.2]</p>	<p>Replace the following "...it shall be deemed that the Contractor has selected a security of ten percent retention of the value of the Works." with "...it shall be deemed that the Contractor has selected a security of a bank or insurance guarantee of 5% of the value of the Works and a payment reduction of 5% of the value certified in the payment certificate excluding value added tax."</p>
<p>[6.2.3]</p>	<p>Add to clause 6.2.3 the following "The Contractor shall provide proof of paid-up premium payments to accompany his payment certificate as proof that his performance guarantee has not expired yet. The Contractor will not receive payment without proof of the validity of their performance</p>
<p>[9.3.2.2]</p>	<p>Omit "without prejudice to the exercise of any lien the Contractor may have acquired over the Employer's property."</p>
	<p>Duties and functions of the Engineer requiring the specific approval of the Employer BEFORE execution of any part of these duties are as follows:</p> <p>(a) Determinations of contractors claims for extension of time (revision of the contract completion date). All claims for extension of time shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination. Omit "Engineer" in clause 42.2 and</p> <p>(b) Drawings, instructions or communications of any kind requiring variations of the works and involving EXTRA's shall NOT be given effect by the Contractor UNTIL BOTH the "Official Variation Order" and the "Financial Request for Variation Order and Additional Funds" form, as issued by the Department of Public Works, have been approved and signed by the Employer.</p> <p>(c) Insurance policies to be approved by the Employer within 21 days of the date of the Commencement of the Works.</p> <p>(d) Any notice of disagreement raised by the Contractor or written Dispute Notice given by the Contractor to the Engineer shall be submitted by the Engineer, together with the Engineer's recommendations, to the Employer for determination.</p> <p>(e) The issue of the certificate of practical completion, certificate of completion and the final approval certificate shall be signed and submitted by the Engineer, to the Employer for final approval and signature. The certificates shall not be considered as officially issued until signed by the</p>
	<p>MANAGING PROJECT DURATION</p> <p>(a) The Contractor shall co-ordinate his programme with all other contractors whose work may precede or be executed simultaneously to his own. The Contractor will be called upon to plan and control the project using the Project Evaluation and Review Technique (PERT) or other approved Critical Path Method (CPM) network analysis of his events and activities and those of the sub-contractors in his employ and must co-ordinate his planning with any other contractor employed on the project. A fortnightly project control report will be expected from the Contractor in writing, evaluating any gains or delays against the critical path and he should allow for all costs involved in planning reviewing and updating the programme to the satisfaction of the Principal Agent against this item.</p> <p>(b) Activity-and total float shall belong to the Employer.</p> <p>(c) The Contractor shall deliver his programme of work within 10 calendar days after notice from Engineer, prior to the Commencement Date. It is a condition of this contract that, the contractor submit to the Engineer/principal agent a detailed CPM Programme which shall be to the approval of the Engineer/principal agent. In this regard tenderers are advised to consult with the Engineer/Principal Agent as to the format and requirements of the programme as no claim whatsoever will be entertained should the programme fail to meet the requirements of the Engineer/Principal Agent. Failure to submit the programme within the stipulated time may result in the contractor being held in breach of contract.</p> <p>The approved programme will form the basis of time management of the project and extension of time will not be guaranteed unless the Contractor has strictly complied with this provision.</p> <p>The programme shall make allowance for rain and the number of rain days allowed within the critical path shall be on the provisions of the clause dealing with inclement weather and claiming for delays in performance in this bill.</p> <p>Allowance for the above must be made under this item as no claims for failing to comply with this precondition will later be entertained.</p> <p>(b) Claims for delays in performance due to inclement weather shall be calculated separately for each calendar month and for the project as a whole. Delays or gains to the critical path shall be reflected in all revisions of the programme. An extension of time will only be granted where the following conditions are met:</p> <p>(i) The criteria to be used for WORK stoppages shall be for safety hazards or poor quality of work.</p> <p>(ii) The Employer's site representative or the Employer's Principal Agent, if the site representative is not available shall be notified when the Contractor stops the work and intends to claim performance delays. The Employer representative shall inspect the situation together with the Contractor and give an immediate decision.</p>

		<ol style="list-style-type: none"> 1. The stoppage claimed must cause a delay in the Completion Date of work. If the critical activities can proceed and a non-critical activity is delayed due to inclement weather no claims for delay shall be granted. 2. No claims for stoppages less than 2(two) hours per day shall be considered. 3. Claims granted for more than 2 (two) hours, but less than 10 (ten) hour (lunch included) day, shall be added together and expressed as full days. 4. All claims shall be submitted in writing to the Principal Agent within one working day of the actual stoppage. 5. The total delay in performance granted to the Contractor expressed in days shall be added to the contractual Completion Date of each section of the Works. The contractual penalty clause shall only come into effect after this newly arrived date. 6. Total delays (in hours) will be rounded up or down to the nearest integer for the calculation of Working Days. The total hours (including lunch) per Working Day shall be 10 unless otherwise indicated on the Contractor's programme. 7. Where the programmed delays for inclement weather exceed the actual delays incurred the Completion Date(s) will not be adjusted. 8. Where the project includes builder's holidays the programmed durations for inclement weather shall be adjusted pro-rate to the actual Working Days. 9. The total of all monthly delays due to inclement weather shall be calculated in accordance with the example given below: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th colspan="2" rowspan="2">Description</th><th colspan="5">Months</th><th rowspan="2">Total</th></tr> <tr> <th>Sept</th><th>Oct</th><th>Nov</th><th>Dec</th><th>Jan</th></tr> <tr> <th colspan="2"></th><th>Hours</th><th>Hours</th><th>Hours</th><th>Hours</th><th>Hours</th><th>Hours</th></tr> </thead> <tbody> <tr> <td>Programmed</td><td>Rain days</td><td>0</td><td>30</td><td>30</td><td>15</td><td>15</td><td>90</td></tr> <tr> <td>Actual</td><td>Rain days</td><td>16</td><td>22</td><td>35</td><td>15</td><td>18</td><td>106</td></tr> <tr> <td>Difference</td><td></td><td>-16</td><td>8</td><td>-5</td><td>0</td><td>-3</td><td>-16</td></tr> <tr> <td colspan="7" style="text-align: right;">Estimated Extension of time - in working days</td><td>2</td></tr> </tbody> </table> <p style="margin-top: 5px;"><i>See point 5.2 in the Scope of Works for the specific days the bidder must allow for in this contract.</i></p>	Description		Months					Total	Sept	Oct	Nov	Dec	Jan			Hours	Hours	Hours	Hours	Hours	Hours	Programmed	Rain days	0	30	30	15	15	90	Actual	Rain days	16	22	35	15	18	106	Difference		-16	8	-5	0	-3	-16	Estimated Extension of time - in working days							2	
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Bid no:	ZNB 9931-2021H	Part 2: CONTRACT DATA PROVIDED BY THE CONTRACTOR:																																																						
POST-TENDER INFORMATION Note: All information for this section requires consultation with the Contractor. The Engineer/Principal Agent shall not pre-select any of the alternatives available to the Contractor.																																																								
1 CONTRACT DETAILS																																																								
[1.1.1.9]	Contractor Name: _____																																																							
[1.2.1.2]	Postal address: _____ _____ _____																																																							
	Tel no _____ Fax no _____ Tax / VAT Registration No: _____ e-mail _____ Physical address: _____ _____ _____																																																							
[1.1.1.10]	The accepted contract price inclusive of tax is R : _____ [Amount in words] _____ Payment Of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																							
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">The preliminaries amounts shall be paid in terms of:</td><td style="width: 10%;">*Alternative A</td><td style="width: 10%;">Yes</td><td style="width: 30%;"></td></tr> <tr> <td></td><td>**Alternative B</td><td>N/A</td><td></td></tr> </table> <p><small>* Assessed by the Engineer/Principal Agent as an amount prorated to the value of the Work duly executed in the same ratio as the Preliminaries bears to the Contract Price excluding VAT, Preliminary amount, Contingencies and any CPAP.</small></p> <p><small>** Calculated from the priced Bill of Quantity/Lump Sum document. The Contractor and the Engineer/Principal Agent shall agree on a division of the priced Preliminaries items into: initial establishment charge, monthly charge and final disestablishment charge.</small></p> <p>If the Contractor and the Engineer/Principal Agent can not agree, within 10 Working Days from the Commencement Date, on such a division then the Engineer/Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p style="margin-left: 40px;">10% of the General Items/Preliminaries amount shall not be varied</p> <p style="margin-left: 40px;">15% of the General Items/Preliminaries shall only be varied in proportion of the Contract Price to the Contract Sum</p> <p style="margin-left: 40px;">75% of the General Items/Preliminaries shall be varied in proportion to the revised Construction Period compared with the initial Construction Period.</p>			The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes			**Alternative B	N/A																																														
The preliminaries amounts shall be paid in terms of:	*Alternative A	Yes																																																						
	**Alternative B	N/A																																																						
Alternative A	Adjustment of Preliminaries (Clause 6.7, 6.8, 6.10 and 6.11)																																																							
	For the adjustment of Preliminaries both the Contract Sum and the Contract Value (including tax) shall exclude the amount of Preliminaries, all Contingency Sum(s) and any provision for Cost Price Adjustment Provisions:- <p>- An amount which shall not be varied.</p> <p>- An amount varied in proportion to the contract value as compared to the Contract Sum.</p> <p>- An amount varied in proportion to the Construction Period as compared to the initial Construction Period (excluding revisions to the Construction Period to which the Contractor is not entitled) to adjustment of the Contract Value in terms of the agreement.</p> <p>The Contractor shall provide a breakdown of charges (including tax) within 15 working days of the date of acceptance of tender and, where applicable, an apportionment of Preliminaries per section</p> <p>If the Contractor and the Principal Agent cannot agree, within ten (10) Working Days from the Commencement Date, on such a division then the Principal Agent shall make a division of the Preliminaries to be incorporated in the valuations for each monthly payment certificate as follows;</p> <p style="margin-left: 40px;">10% of the amount shall not be varied</p> <p style="margin-left: 40px;">15% varied in proportion of the Contract Value to the Contract Sum</p> <p style="margin-left: 40px;">75% varied in proportion to the revised Construction period compared with the initial Construction Period</p>																																																							

Sectional Completion : Subdivision of Preliminaries Costs

For the adjustment of preliminaries for sections of the work the value of fixed, value, and time related amounts of the preliminaries for each section is required. The contractor is to provide such information within fifteen (15) working days of taking possession of the site, failing which the categorised preliminaries amounts shall be prorated to the value of each section.

The above shall apply equally for projects where sectional completion was not contemplated at tender stage but subsequently occurred on an adhoc basis during construction of the works as agreed between the client and the employer. The original priced categorised amounts for fixed, value, and time related amounts shall be prorated to the value of each section.

When an extension of time has been granted in terms of the GCC and the preliminaries require to be adjusted accordingly, the pertinent sectional (subdivided) categorised preliminaries amounts shall be utilised, where applicable and not the overall preliminary amounts.

Where sectional completion is required in terms of the agreement, the Contractor shall provide the Principal Agent with the division of the above categorized amounts into sections. Should the Contractor fail to provide such information within the period stipulated the categorized amounts shall be prorated to the value of each section.

YES

yes / no

or	
Alternative B	The Contractor shall within 15 working days of the date of possession of the site provide the Principal Agent with a detailed breakdown of Preliminaries amounts for the works as a whole, or per section where applicable, including administrative and supervisory staff charges and for the use of construction equipment in terms of the programme.
	<div>NO</div> yes / no
The contractor is informed that only option 'A' shall apply	
2 DOCUMENTS	
Contract documents marked and annexed hereto:	
Priced Bills of Quantities:	Yes <div>X</div> No <div></div>
Lump Sum document: :	Yes <div></div> No <div>X</div>
Guarantee Options:	
Not applicable	
2.2 DESIGN BRIEF	
Not applicable	<div></div> YES or NO
2.3 DRAWINGS	<div>No</div> YES or NO
See list of drawings/Annexure's attached to this document.	<div></div> YES or NO
2.4 DESIGN PROCEDURES	<div>No</div> YES or NO
Not applicable	
Contract drawings:	Yes <div></div> No <div>X</div>
Other documents:	
Waiver of the Contractors lien or right of continuing possession is required.	
<div>YES</div>	
3 SIGNATURES OF THE CONTRACTING PARTIES	
Thus done and signed at.....onof.....20....	
Name of signatory	for and behalf of the Employer who by signature hereof
Capacity of signatory	as Witness.
Thus done and signed at.....onof.....20....	
Name of signatory	for and behalf of the Contractor who by signature hereof
Capacity of signatory	as Witness.



**ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE
AND LADYSMITH HOSPITALS**

C1.2 - CONTRACT DATA

**ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE
AND LADYSMITH HOSPITALS**

C1.3 - FORM OF GUARANTEE

C1.3 PERFORMANCE GUARANTEE - GCC FOR CONSTRUCTION WORKS (2nd Edition - 2010)

Head: Health
KZN Department of Health:
Private Bag X 9051
Pietermaritzburg
3200

Sir,

ON DEMAND PERFORMANCE GUARANTEE

Bid Number: ZNB 9931-2021H

Project Code N/A

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: _____

Physical Address: _____

"Employer" means: The Provincial Administration of KwaZulu-Natal in its Department of Health

"Contractor" means: _____

"Engineer" means: _____

"Works" means:

**ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT
WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS**

"Site" means: _____

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of: _____

Amount in Words: _____

"Guaranteed Sum" means: The maximum aggregate amount of: 10%
Of Contract Sum

Amount in Words: _____

"Expiry Date" means: _____

CONTRACT DETAILS

Engineer Issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under the Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum Certified in 4.
- 5 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payments in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Payment Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made with seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.

- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to this jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS

PART C2 - PRICING DATA

C2.1 PRICING INSTRUCTIONS
GCC FOR CONSTRUCTION WORKS (Second Edition 2010)

Project title:	ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS		
Bid no:	ZNB 9931-2021H	Project Code:	N/A

C2.1 Pricing Instructions

	<p>Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")</p> <p>The adjustment of the preliminaries each item priced is to be allocated to one or more of the three categories by insertion of "F", "V", "T" as the case may be against the price in the "rate" column immediately preceding the "amount" column, where "F" denotes a fixed amount (amount not varied), "V" denotes an amount variable in proportion to value and "T" denotes an amount variable in proportion to time.</p>
1	<p>MASSES AND MEASURING UNITS</p> <p>These shall be in accordance with the Measuring Units and National Measuring Standards Act No. 76 of 1973 and amendments thereto.</p> <p>The pages of each of these documents are numbered consecutively and before the Bidder submits his bid he should check the number of pages, and if any are found missing or duplicated, or the figures or writing indistinct, or the documents contain any obvious error, he should apply to the Head : Public Works AT ONCE and have same rectified as no liability whatsoever will be admitted by the Administration in respect of errors in Tender due to the foregoing.</p>
2	<p>PRICES FOR VARIATIONS</p> <p>Where prices or quotations for variations are submitted by the Contractor during the currency of the Contract, it is to be clearly understood that these are for the purpose of consideration by the Head : Public Works and that there is no assumption of acceptance. The Contractor will be notified of acceptance of prices or quotations either by insertion of the amount on the variation order or by written intimation.</p>
3	<p>SCALE</p> <p>The scale to which the Drawings are made is only to be made use of when no figured dimensions are given either on the Drawings or in the tender documents and the figured dimensions are always to be followed though they may not coincide with the scale of the Drawings, but dimensions where possible are to be taken from the buildings.</p>
4	<p>PROVISIONAL ITEMS</p> <p>All items described as "Provisional" shall be used as directed by the Employer and measured and valued or paid for.</p> <p>No work for which "Provisional" items are allowed shall be commenced without written instructions from the Head : Health.</p>

5	<p>TIMELY ORDERING OF MATERIALS</p> <p>The Contractor is warned to place all orders for materials or special articles as early as possible, as he will be held solely responsible for any delay in the delivery of such goods.</p> <p>Nevertheless this tender is conditional upon no liability being attached to the Contractor if delivery of materials is rendered impossible by reason of any act of the Government.</p>
7	<p>IMPORT PERMITS, DUTIES AND SURCHARGES.</p> <p>All bids by means of which imported products are being called for, must use the rate of exchange 14 days prior to the closing date indicated in the bid documents. If this day falls on a weekend or public holiday, the next working day must be used.</p> <p>Furthermore, Bidders must submit documentary proof (in the form of a certified copy) from their bank or legally recognised financial institution, clearly indicating what the rate of exchange was 14 days prior to the closing date, as mentioned above.</p> <p>Together with this, the Bidder must confirm that the tender price relating to an imported product, was based on the rate of exchange 14 days prior to the closing date as mentioned above.</p>
8	<p>STANDARD SYSTEM OF MEASUREMENT WHERE BILLS OF QUANTITIES FORM PART OF THE BID DOCUMENTS</p> <p>The work executed under this Contract has been measured in accordance with the;</p> <p style="text-align: center;">Standard System of Measuring Builders Work (7th Edition)</p> <p>including all amendments unless descriptions of items indicate a deviation and it shall be understood that the system of measurement which is herein adopted is the only system of measurement which will be recognised in connection with this contract. Any contradictions to this system of measurement contained in the "Model Preambles for Trades 2008" shall be disregarded (unless same have been accommodated in the system of measurement) but applicable rates shall be included for all requirements stated and not measured separately in compliance with this system.</p>

10	<p>BROAD BASED BLACK ECONOMIC EMPOWERMENT</p> <ol style="list-style-type: none"> 1. It is the deliberate policy of the Provincial Administration of KwaZulu-Natal to foster and to encourage the economic empowerment of Black South Africans. This policy will be implemented without prescription and without prejudicing the principles and the integrity of the Provincial Administration of KwaZulu-Natal. Subject to these constraints and also subject to good business practise and commercial consideration, it is therefore considered appropriate that the Provincial Administration of KwaZulu-Natal should encourage business relationships with companies which actively pursue Affirmative Action and Black Economic Empowerment Programmes. 2. In responding to this tender you are therefore encouraged to devote attention to these two subjects of Affirmative Action and Economic Empowerment. In addition, in considering the appointment of sub-contractors, you are requested to extend the spirit of these policies. 3. The foregoing enunciations of this policy are not intended to be prescriptive nor to preclude any individual or operation from responding to this bid. 				
11	<p>REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE</p> <ol style="list-style-type: none"> 1. In terms of the Public Finance Management Act (PFMA), 1999 (Act No 1 of 1999) Section 38 (1) (a) (iii) and 51 (1) (iii) and Section 76 (4) of PFMA National Treasury developed a single platform, The Central Supplier Database (CSD) for the registration of prospective suppliers including the varification functionality of key supplier information. 2. Prospective suppliers will be able to self - register on the CSD website: www.csd.gov.za 3. Once the supplier information has been varified with external data sources by National Treasury a unique supplier number and security code will be allocated and communicated to the supplier. Suppliers will be required to keep their data updated regularly and should confirm at least once a year that their data is still current and updated. 4. Suppliers can provide their CSD supplier number and unique security code to organs of state to view their varified CSD information. 5 Bidders are required to fill in clearly, legibly, in bold print and black ink their CSD supplier number in the space hereunder: <table border="1" data-bbox="145 1272 1410 1417"> <tr> <td data-bbox="145 1272 628 1339">Name of Supplier</td><td data-bbox="628 1272 1410 1339"></td></tr> <tr> <td data-bbox="145 1339 628 1417">Central Supplier Database (CSD) Supplier Number:</td><td data-bbox="628 1339 1410 1417"></td></tr> </table>	Name of Supplier		Central Supplier Database (CSD) Supplier Number:	
Name of Supplier					
Central Supplier Database (CSD) Supplier Number:					
12	<p>TAX CLEARANCE REQUIREMENTS</p> <p>It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations. It is a condition of this Offer of Commission that your practice remains in good standing with SARS (South African Revenue Services) in terms of its tax clearance, during the project, which is required to process your payment certificates.</p> <ol style="list-style-type: none"> 1 In order to meet this requirement bidders are required to apply via e-filing at any SARS branch office nationally. The Tax Compliance Status (TCS) requirements are also applicable to foreign bidders / individuals who wish to submit bids. 2 SARS will then furnish the bidder with a Tax Compliance Status (TCS) PIN that will be valid for a period of 1 (one) year from the date of approval. 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Compliance Status (TCS) PIN. 4 Application for Tax Compliance Status (TCS) PIN can be done via e-filing at any SARS branch office nationally or on the website www.sars.gov.za. 5 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za. 				

	<p>6 Tax Clearance Certificates may be printed via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.</p>		
	<table border="1"> <tr> <td data-bbox="145 226 512 293">Security PIN Number</td> <td data-bbox="512 226 1414 293"></td> </tr> </table>	Security PIN Number	
Security PIN Number			
	<table border="1"> <tr> <td data-bbox="145 293 512 360">Company / Entity Tax Reference Number</td> <td data-bbox="512 293 1414 360"></td> </tr> </table>	Company / Entity Tax Reference Number	
Company / Entity Tax Reference Number			
13	<p>BILLS OF QUANTITIES/LUMP SUM DOCUMENT</p> <p>The Bills of Quantities document forms part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Standard Conditions of Bid, Conditions of Contract, Standard Preambles to all Trades, Specifications, Drawings and all other relevant documentation.</p>		
14	<p>VALUE ADDED TAX</p> <p>The bid price must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Bills of Quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.</p>		
15	<p>FIXED PRICE CONTRACT</p> <p>Should the Bills of Quantities/Lump Sum Document be a fixed price contract, the following clause must be inserted in the Pricing Instructions:</p> <p>Bidders are to take note that the contract price adjustments are not applicable to this contract. Bidders should therefore make provision in the Contract Sum, schedule of rates, etc. for possible price increases during the contract period, as no claims in this regard shall be entertained.</p>		



health
Department:
Health
PROVINCE OF KWAZULU-NATAL

Please do a print preview
before printing.
ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESTABLISHMENTS WITH HOSPITALS

PART C2.3 BILL OF QUANTITIES

Item No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	LADYSMITH HOSPITAL				
	SECTION :A				
1	<u>PRELIMINARY AND GENERAL</u>				
	NOTE:				
	<u>1). All rates for items contained in this Schedule of Rates must be computed excluding the applicable Sales Tax.</u>				
	<u>2). The Department of Health reserves the right to Negotiate rates in the Bill of Quantities.</u>				
	<u>3). All rubble shall be removed from site and suitably disposed of.</u>				
	<u>4). The Bidder is advised that the institution is fully functional and Occupied and disruptions to services are to be kept to the bare minimum.</u>				
	<u>5.) Bidders are to allow for costs in providing a Health and Safety Plan. Bidders are further reminded that it is their responsibility to amend their safety plan if the assessed risk of the work changes in the slightest manner.</u>				
	<u>6) The contractor to include all necessary preliminaries in the pricing of preliminary below. This to also include safety plan as well.</u>				
a	All P & Gs	Item	1		
	Total carried to final summary				

Item No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Bill No. 1				
1	SECTION :B EQUIPMENT EQUIPMENT AND MATERIALS <u>Equipment specified required to complete the heat pumps and storage tanks supply & installation at the LADYSMITH HOSPITAL as specified:</u>				
1.1	<p>Supply and install a 10 000 litres cold water storage tank on a suitable size plinth. The plinth needs to have a concrete bed of at least 150mm thickness and 200mm wider than the diameter of the tank on all sides. It must withstand at least 25 MPa. The tank must be made from a polyethelene product with suitable UV- stabilizer outer layer. The tank must be anchored to the plinth by means of plain wire tied from the top of the tank to the plinth at an angle. A suitable pressure boosting pump must be installed such that there is sufficient water flow from the cold tank to the hot water tank. The tank must be fed from the Municipality line with a non return valve and a strainer between the tank and the municipality line. The tank must have an Isolation valve on the minicipality line and on the line connected to the hot water tank. A drain valve, a level control float valve and a overflow line shall be fitted. The tank must have a manhole for maintenance and must be installed in a vertical position.</p> <p>PIPING</p> <p><u>Supply, delivery and installation of all piping and must be colour coded to SANS 1091 and isolation valves shall comply with SANS 664 and SANS 776</u></p> <p>HOT WATER STORAGE TANK (Vertical Installation)</p> <p>Supply and installation 5000 L insulated tank. The tank shall be manufactured from a non-corrosive plastic type material capable of supporting 85°C hot water. The tank shall be suitably re-inforced with steel support bands and be insulated with 75mm mineral wool insulation which shall be metal clad externally. The external cladding shall be 0.8mm 304 stainless steel. The vessel to be fitted with a pressure reducing valve on the outlet to the building, a temperature gauge, isolation valves between the tank and the heat pump and a drain valve outlet. This tank will be inside the existing makeshift plant room on a suitable size plinth. The plinth needs to have a concrete bed of at least 150mm thickness and 200mm wider than the diameter of the tank on all sides. The tank must be anchored onto the plinth. There must be a water level control float valve, overifow line, a manhole and a pressure gauge on supply line fitted to the tank.</p>	No	1		
1.2		No	1		

1.3	Supply and install the electric control switch gear panel (IP 54), with contactor(s), circuit breakers, Fuses, warning lights & alarms, Over/ under current protection, phase rotation protection, toggle switches and isolators including all electrical & control wiring, cable trays, conduits (Bosal type or other approved), saddles, brackets, Mepla fittings or other approved, and all necessary accessories in accordance with the specification for hot water plant installation.	Item	1		
	Total carried to final summary				
Item No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.4	Supply and install two 60 KW Air to Water high temperature Heat Pumps (one acting as a standby, rotation frequency to be discussed on site) heating resevoir water to a temperature of 60°C, with an ambient temperature of -5°C, including automatic defrost cycle ,all safety features, thermostats, controls, connections to main control panel, with maximum noise level of 70 dB(A), Mepla fittings or other approved, insulation, cladding, bends, tees and necessary accessories. All pipework interconnections between tanks and heat pumps to be fitted with lagging as specified, including PVC pipes to drain to the nearest drainage point. Excluding corrosion treatment. Heat pumps to be installed on a suitable sized concrete plinth	No	2		
	INSULATION				
	<u>Insulation to include supply, delivery and installation of k-flex or other approved over hot water piping , including all necessary accessories with a minimum R value of 0.80 (mK/W), lagged 0.5 mm galvinised sheeting</u>				
2	CIRCULATING PUMPS (including supply & installation)				
2.1	Grundfoss CM10-2 or other approved (primary circulating pumps from building to the tank)	No	1		
2.2	Grundfoss UPS 25-60-40 (hot water return circulating pumps from the tank to heat pumps)	No	2		
2.3	Scala 2 3 -45 variable speed booster pump or other approved (from vessel to building)	No	1		
	PIPING				
	<u>Piping to include supply, delivery and installation of (Mepla or other approved)piping, copper piping (SANS 460 class 1 and isolation valves between hot water tank and Heat pumps.</u>	Item	2		
4	FITTINGS				
	<u>Supply and install copper capillary soldered type fittings. Hangers to be of Zinc Electroplated Mild steel construction with EPMD rubber lining</u>				
4.1	Tees, Elbows, Reducers, Reducing tees, Straight connectors	Item	2		
4.2	Hangers and brackets	Item	2		

	Total carried to final summary				
Item No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
6	INLINE STRAINERS	No	2		
7	NON RETURN VALVE	No	1		
	BIII No. 2				
	ELECTRICAL INSTALLATION				
9	Terminal / Extension Box				
	Supply and install steel type electrical terminal box to accommodate the three phase busbars, neutral, earthing, incomer isolator and enough space for cable entry including labelling. Note: the extension box must be painted with colour as per existing panel and must be measured on site before is ordered.				
9.1		Item	1		
10	Laundry DB				
10.1	Replace main 150A MCCB' with new 300 MCCB	No	1		
10.2	Supply and install 100A 3 phase tripple pole circuit breakers for heat pumps	No	2		
11	Cables				
11.1	Supply and install 2x25mm ² , 4 core Cu ECC PVC/SWA cable from the Laundry DB to Heat pump control panel	m	35		
11.2	Supply and install 1x steel cable tray(heavy duty)	m	35		
12	Terminations				
12.1	Terminate the 70 mm ² 4 core Cu ECC PVC/SWA cables.	Item	1		
12.2	Terminate 35mm ² 4 core Cu ECC PVC/SWA cable equipment.	Item	1		
12.3	Provide circuit labelling and legend	Item	1		
13	Isolators				
13.1	Supply and install 3phase 150A isolators for heat pumps	No	2		
14	Commissioning				
14.1	Test and commissioning of electrical and mechanical installation.	Item	1		
14.2	Provide a Certificate of Compliance for the whole of the electrical and plumbing installation to be issued on completion of the project	Item	1		
	Total carried to final summary				
Item					AMOUNT
	LADYSMITH				
	ESHOWE				
	VAT (15%)				
	TOTAL				

ESHOWE BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1.	The contractor to include all necessary preliminaries in the pricing of preliminary below. This to also include safety plan as well.	No	1		
2	LV Switchgear Room				
2.1	Replace the existing 400A MCCB with 800A MCCB	No	1.		
2.2	Supply and Install Distribution Kiosk				

2.3	<p>The kiosk (kiosk shell, roof, doors and base) shall be manufactured from 5 mm thick (minimum thickness) 3CR12 steel, except for the gland plates, which shall be manufactured from 2 mm thick 3CR12 steel and inner plate, which shall be manufactured from 1,5 mm thick 3CR12 steel.</p> <p>The kiosk shall have an ingress protection (IP) rating of 64.</p> <p>The kiosk shall be ground mounted from plinth with the use of a kiosk base</p> <p>Kiosk shall fitted with surge arrestors</p> <p>Supply and installation, including all components for complete installation including earthing of the kiosk</p> <p>Kiosk shall be manufactured, pre-wired and equipped with the following:</p> <ul style="list-style-type: none"> ▪ 800A TP Isolator (Incomer) ▪ Surge arresters ▪ 200A MCCB (Feeder to Nurses Quarter) ▪ 80A MCCB (Feeder to Calorifier) ▪ 300A MCCB (Feeder to Laundry DB) ▪ Spares 	Item	1		
3	New Nurses Quarter DB				
3.1	Disconnect all cables (Incomer and Feeders)	Item	1		
3.2	Remove the exiting Distribution Board including all circuit breakers	Item	1		

3.3	<p>Supply and install new Distribution Board pre-wired and equipped with the following:</p> <ul style="list-style-type: none"> ○ 200A Isolator (Incomer to DB from Kiosk) ○ Surge arresters ○ 50A MCCB ○ 80A MCCB ○ 60A MCCB ○ 30A MCCB ○ 10 x 15A MCB's to supply lights ○ 15 x 10A MCBs ○ 1 x 20A MCB's ○ 2 x 25A MCB's ○ 1 x 45A MCB's ○ 3 x 63A Earth Leakage (Per phase) ○ Spares (for future purposes) <p>Note: Painting colour must match the existing DB.</p>	Item	1		
4.	New Laundry DB				
4.1	Disconnect all cables (Incomer and Feeders)	Item	1		
4.2	Remove the existing laundry DB including Circuit Breakers	Item	1		

4.3	<p>Supply and install new Distribution Board (new position to be identified on site) pre-wired and equipped with the following:</p> <ul style="list-style-type: none"> ○ 200A Isolator (Incomer to DB from Kiosk) ○ Surge arresters ○ 100A CB (Feeder to Clinic) ○ 100A CB (Feeder to Laundry DB) ○ 60A CB (Feeder to washing machine) ○ Spares (for future purposes) <p>Note: Painting colour must match the existing DB.</p>	Item	1		
5	CABLES				
5.1	Supply and install 2 x 95mm ² , 4 core Cu ECC PVC/SWA from the LV board to a new kiosk	m	150		
5.2	Supply and install 70mm ² , 4 core Cu ECC PVC/SWA cables from kiosk to Nursing Quarter.	m	15		
5.3	Supply and install 70mm ² , 4 core Cu ECC PVC/SWA cables from kiosk to Laundry.	m	100		
5.4	Supply and install 16mm ² , 4 core Cu ECC PVC/SWA cables from kiosk to Calorifier.	m	20		
5.5	Supply and install 70mm ² , 4 core Cu ECC PVC/SWA cables from new laundry DB to existing laundry D B.	m	29		
5.6	Reroute all cables from the existing laundry DB1 to the new Laundry DB2	Item	1		
5.7	Install cable markers to indicate the location of all underground power cables and to indicate the change direction of cables.	Item	1		
5.8	All cables crossing roads shall be installed in cable ducts	Item	1		

6	EXCAVATIONS				
6.1	Excavate and backfill trench 150m, 0.6 mx 0.3m for a cable supplying kiosk from LV room.	m ³	27		
6.2	Excavate and backfill trench 15m, 0.6 m x 0.3m for a cable supplying nursing quarter from kiosk	M ³	2.7		
6.3	Excavate and backfill trench 100m, 0.6 m x 0.3m for a cable supplying Laundry	M ³	18		
6.4	Excavate and backfill trench 20m, 0.6m x 0.3m for a cable supplying Calorifier from kiosk	M ³	3.6		
7	Testing and Commissioning				
7.1	Supply and installation of all labelling in accordance with the DoH Electrical Policy Document Rev 7 2013	Item	1		
7.2	Test and commissioning for all distribution boards	Item	1		
7.3	Issuing of Certificate of Compliance for each distribution board..	Item	1		
Total carried to final summary					R

ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM

Item No	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
FINAL SUMMARY PAGE					
Item					AMOUNT
	LADYSMITH				
	ESHOWE				
	VAT (15%)				
	TOTAL				



ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS

PART C3. SCOPE OF WORKS

C3.1 SCOPE OF WORKS
GCC FOR CONSTRUCTION WORKS (Edition 2 of 2010)

Scope of Works complied in accordance with SANS 10104

Project title:

ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS

Bid no:

ZNB 9931-2021H

Project Code:

N/A

SECTION 1

1

EXTENT OF THE WORKS

1.1 EMPLOYERS OBJECTIVES

To improve the electrical reliability for hospital's laundry and kitchen. To ensure safe operational of LV distribution system at hospital laundry and kitchen. Upgrading the LV supply and distribution to the hospital laundry to ensure security, quality and quantity of electrical power supply to the hospital laundries for continuous uninterrupted washing operations to keep up with daily dirty linen volume coming into the laundry and the availability of enough clean linen for the hospital.

1.2 OVERVIEW OF THE WORKS

To carry out maintenance, repair, upgrade to LV switchgear, Cables, Distribution Board, cable terminations as per Bill of Quantities on an as required basis.

1.3 EXTENT OF THE WORKS

ELECTRICAL SCOPE OF WORK

Supply and install new supply cables, Supply, deliver and install distribution boards, Supply, deliver and install distribution kiosk. Upgrade cables and circuit breakers. Excavate and backfilling trenches. Supply and install cable markers to indicate the location of underground cables. Provide labelling and legends for all distribution boards. Test and commissioning of all electrical installation. Issue Certificate of compliance

MECHANICAL SCOPE OF WORK

Supply and install two(2) heat pumps 60kw as per the specification. Supply and install one(1) hot water storage tank 5kl. Supply and install one(1) cold water storage tank 10kl. The installation must be such that the heat pumps get water from the cold water storage tank and heat it up and store water in hot water tank to the laundry.

1.4 LOCATION OF THE WORKS

Eshowe and Ladysmith Hospital

1.5 TEMPORARY WORKS

N/A

2

ENGINEERING

2.1 EMPLOYER'S DESIGN

Not applicable

2.2 DESIGN BRIEF

Not applicable

2.3	DRAWINGS N/A
-----	-----------------

2.4	<p>DESIGN PROCEDURES</p> <p>Not applicable</p>										
3	<p><u>PROCUREMENT</u></p> <tr> <td data-bbox="86 342 209 667">3.1</td><td data-bbox="209 342 1482 667"> <p>PREFERENTIAL PROCUREMENT PROCEDURES</p> <p>0</p> </td></tr> <tr> <td data-bbox="86 678 209 790">3.2</td><td data-bbox="209 678 1482 790"> <p>RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p> </td></tr> <tr> <td data-bbox="86 801 209 913">3.3</td><td data-bbox="209 801 1482 913"> <p>SCOPE OF MANDATORY SUBCONTRACT WORK</p> <p>Not applicable</p> </td></tr> <tr> <td data-bbox="86 925 209 1037">3.4</td><td data-bbox="209 925 1482 1037"> <p>PREFERRED SUBCONTRACTORS/SUPPLIERS</p> <p>Not applicable</p> </td></tr> <tr> <td data-bbox="86 1048 209 1167">3.5</td><td data-bbox="209 1048 1482 1167"> <p>SUBCONTRACTING PROCEDURES</p> <p>Not applicable</p> </td></tr>	3.1	<p>PREFERENTIAL PROCUREMENT PROCEDURES</p> <p>0</p>	3.2	<p>RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p>	3.3	<p>SCOPE OF MANDATORY SUBCONTRACT WORK</p> <p>Not applicable</p>	3.4	<p>PREFERRED SUBCONTRACTORS/SUPPLIERS</p> <p>Not applicable</p>	3.5	<p>SUBCONTRACTING PROCEDURES</p> <p>Not applicable</p>
3.1	<p>PREFERENTIAL PROCUREMENT PROCEDURES</p> <p>0</p>										
3.2	<p>RESOURCE STANDARD PERTAINING TO TARGETED PROCUREMENT</p> <p>NOTE : This project will be adjudicated as not exceeding R 50,000 000,00</p>										
3.3	<p>SCOPE OF MANDATORY SUBCONTRACT WORK</p> <p>Not applicable</p>										
3.4	<p>PREFERRED SUBCONTRACTORS/SUPPLIERS</p> <p>Not applicable</p>										
3.5	<p>SUBCONTRACTING PROCEDURES</p> <p>Not applicable</p>										

| 4 | **WORKS** Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not. 0 |

4.2	APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS See above 4.1				
4.3	PARTICULAR / GENERIC SPECIFICATIONS The Contractor is referred to the following documents whether attached to this document or not: <table border="0"> <thead> <tr> <th><u>SPECIFICATION</u></th><th><u>PAGES</u></th></tr> </thead> <tbody> <tr> <td>Health and Safety Specification</td><td>0</td></tr> </tbody> </table>	<u>SPECIFICATION</u>	<u>PAGES</u>	Health and Safety Specification	0
<u>SPECIFICATION</u>	<u>PAGES</u>				
Health and Safety Specification	0				
4.4	CERTIFICATION BY RECOGNIZED BODIES N/A				
4.5	AGRÉMENT CERTIFICATES Not applicable				
4.6	PLANT AND MATERIAL PROVIDED BY THE EMPLOYER Not applicable				
4.7	SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER Not applicable				
4.8	OTHER SERVICES AND FACILITIES 0				
5	<u>MANAGEMENT</u>				
5.1	APPLICABLE SANS 1921 STANDARDS				
5.3	MANAGEMENT OF MEETINGS There will meeting(s) arrangement(s) between the succesful service provider and the represantatives of the Department.				
5.4	FORMS FOR CONTRACT ADMINISTRATION The Employer shall provide all necessary forms.				
5.5	ELECTRONIC PAYMENTS The Contractor shall provide all required information to the Employer to facilitate electronic payments upon request.				

5.6	DAILY RECORDS The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site.
5.7	BONDS AND GUARANTEES The Contractor shall within 10 calendar days after receiving notice from the Engineer and prior to receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data.
5.8	PAYMENT CERTIFICATES Requirements will be in accordance with the Employers prescriptions.

5.9	<p>PERMITS</p> <p>The Contractor is advised that, in the case of an existing building or institution, all security measures in force will remain in operation and he must acquaint himself and his Employees with them as he and his Employees will at all times be subject to these measures.</p> <p>The Contractor will on no account extend his operations beyond the confines of the building site as indicated by the Employer and must ensure that all his Employees are made aware of these limits. Any Employee disregarding this instruction and found outside the limit of the building site without authority, shall be redeployed immediately and shall not again be employed on this Contract.</p> <p>The Contractor will be responsible for ensuring that this instruction is strictly enforced and must provide and remove upon completion or when directed, such other necessary temporary barriers, fences, etc., as may be required and is to allow opposite this item for any charges he may wish to make in this connection.</p> <p>The Employer will accept no responsibility whatsoever for damage to or the loss of plant, materials, etc., from the site.</p>
5.10	<p>PROOF OF COMPLIANCE WITH THE LAW</p> <p>The following certificates must be provided before first delivery is taken:</p> <ul style="list-style-type: none"> - Electrical (trade test) - Mechanical (trade test) - Electrical and Mechanical test certificates - SANS 10400-A:2010 compliance certificates - Latest National Building Regulation
5.11	<p>INSURANCE PROVIDED BY THE EMPLOYER</p> <p>Not Applicable</p>
<p>Clause Numbers</p>	<p><u>SECTION 2</u></p>
	<p><u>SPECIFICATION DATA ASSOCIATED WITH SANS 1921-2004</u></p>
	<p>4.1.7 The requirements for drawings, information and calculations for which the Contractor is responsible are:</p>
	<p>N/A</p>
	<p>4.2.1 The responsibility strategy assigned to the Contractor for the works is:</p>
	<p>Strategy A</p>
	<p>4.2.2</p>
	<p>4.2.3 Drawings & other info are to be submitted in accordance with the contractors programme</p>
	<p>N/A</p>
	<p>4.3 The planning, programme and method statement are to comply with the following:</p>
	<p>N/A</p>

4.12.2	Fabrication drawings that the contractor is to provide to the employer are: None
4.12.3	Office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:
4.17.4	Requirement for detection apparatus None
4.22	WORK BY NOMINATED AND SELECTED SUBCONTRACTORS COMPRISE: [Provide list of applicable contractors]



ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM AT ESHOWE AND LADYSMITH HOSPITALS

ANNEXURES

WAIVER OF CONTRACTOR'S LIEN

DEFINITIONS

Contractor: _____

Employer: KZN-Department of Health

Agreement: GCC FOR CONSTRUCTION WORKS - SECOND EDITION 2010

Works (description):

**ELECTRICAL UPGRADE AND INSTALLATION OF LAUNDRY HOT WATER SYSTEM
AT ESHOWE AND LADYSMITH HOSPITALS**

Site:

Eshowe, and Ladysmith Hospital

AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

Thus done and signed at _____ on _____ [Date]

Name of signatory

Capacity of signatory

As witness

For and on behalf of the contractor who by
signature hereof warrants authorisation
hereto



KWAZULU-NATAL PROVINCE

HEALTH
REPUBLIC OF SOUTH AFRICA

Occupational Health and Safety Specification

**ELECTRICAL UPGRADE TO LV SWITCHGEAR; LV CABLES; DISTRIBUTION
BOARDS IN SIX HOSPITALS**

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health

Department:
Health

PROVINCE OF KWAZULU-NATAL

1. Introduction

The Department of Health Kwa Zulu Natal enters into contracts with Contractors for **Electrical upgrades to LV switchgear; LV cables; and distribution boards in six hospitals**. This document describes the requirements of compliance to which the Principal Contractor/Contractor is to adhere in relation to the scope of works. This document defines the minimum management requirement that is to be implemented by the Principal Contractor/Contractor for the management of Health and Safety on the Health care facilities.

The aim of this document is to present the health and safety aspects that need to be controlled and managed on this contract. The client reserves the right to make changes as and when the Client deems fit to address issues of Occupational Health & Safety (OHS) Compliance. The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the contractor.

The Principle Contractor will be required to submit a Safety File for approval prior to commencement of work. Arrangements for such approval shall be made with the OHS Department. The Principal Contractor shall submit proof that its appointed contractors Safety file has been approved.

2. Definitions & Abbreviations

2.1 "Client" means KZN Department of Health

2.2 "Agent" means a competent person who acts as a representative for a Client

2.3 "CR" refers to the Construction Regulations 2014

2.4 "OHS" means Occupational Health and Safety

2.5 "DoL" refers to the Department of Labour

2.6 "DOH" refers to the Department of Health

2.7 "NIHL" refers to the Noise Induced Hearing Loss Regulations

2.8 "HCS" refers to the Hazardous Chemical Substances Regulations

2.9 "GSR" refers to the General Safety Regulations

2.10 "GAR" refers to the General Administrative Regulations

2.11 "FR" refers to Facilities Regulations

2.12 "PPE" means Personal Protective Equipment

2.13 "MSDS" means Material Safety Data Sheets

2.14 "EIR" refers to the Electrical Installations regulations

2.15 "EMR" refers to Electrical Machinery Regulations

2.16 "ERW" refers to Environmental Regulations for Workplaces

2.17 Principal Contractor means an employer appointed by a Client to perform Construction Work

2.18 Construction Work means any work in connection with:-

(a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a addition to a building or any similar structure or;

(b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, road, railway, runway, sewer or water reticulation system, or the moving of earth, clearing of land, the making of excavation, pilling, or any similar civil engineering structure or type of work.

2.19 Construction Work Permit means a document issued in terms of Construction Regulations 3

2.20 Construction Manager means a competent person responsible for the management of the physical construction process and the co-ordination, administration and management of resources on a construction site

2.21 Construction Supervisor means a competent person responsible for supervising construction activities on a construction site

2.22 Competent Person means a person who –

(a) Has in respect of the work or task to be performed the required knowledge, training and experience and where applicable, qualifications, specific to that work or task. Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and training must be regarded as the required qualifications and training, and

(b) Is familiar with the Act and with the applicable regulations made under the Act

2.23 OHS Plan means a site, activity or project specific documented plan in accordance with the Client's Health & Safety Specification

2.24 Health & safety File means a file or other record containing information in writing required by Construction Regulations 2014.

2.25 Hazard Identification and Risk Assessment and Risk Control (HIRA) means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

2.26 The Act means, unless the context indicates otherwise, the Occupational Health and Safety Act, 85 of 1993 and Construction Regulations 2014 promulgated there under, (OHSA).

2.27 Hazard means a source of or exposure to danger

2.28 Risk means the probability or likelihood that a hazard can result in injury or damage.

2.29 Hazardous Chemical Substance (HCS) means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances, for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health

2.30 Construction Plant encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment.

2.31 Fall prevention equipment means equipment used to prevent persons, tools or machinery from falling from a "fall risk" position, including personal protective equipment, body harness, body belts, lanyards, lifelines or physical equipment, guardrails, screens, barricades, anchorages or similar equipment.

2.32 Fall risk means any potential exposure to falling either from, off or into.

2.33 Fall protection plan means a documented plan which includes:

- a) all risks relating from a fall risk position, considering the nature of work undertaken;
- b) the procedures and methods to be applied in order to eliminate the risk; and
- c) a rescue plan and procedures

3.34 Scaffold means a temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

3.35. Occupational Health Practitioner refers to either Doctors or Nurses with the following requirements:

Doctors

- (a) Registered and in good standing with the Health Professions Council of South Africa (HPCSA)
- (b) has a tertiary qualification in Occupational Health or Medicine which is registered as an additional qualification with HPCSA or
- (c) be registered as a specialist in Occupational Medicine with HPCSA

Nurses

- (a) registered and in good standing with the South African Nursing Council (SANC) and
- (b) have a tertiary qualification in Occupational Health Nursing that is recognised and registered with SANC

3.36 Confined space means an enclosed, restricted or limited space in which, because of its construction, location or contents, or any work activity carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump or similar construction, equipment, machinery or object in which a dangerous liquid or a dangerous concentration of gas, vapour, dust or fumes may be present

3.37 dead means at or about zero potential and isolated from any live system;

3.38 earthed means connected to the general mass of earth in such a manner as will ensure at all times an immediate safe discharge of electrical energy;

3.39 electric fence means an electrified barrier consisting of one or more bare conductors erected against the trespass of persons or animals;

3.40 electric fence energiser means electrical machinery arranged so as to deliver a periodic non-lethal amount of electrical energy to an electric fence connected to it;

3.41 electric fence system means an electric fence and an electric fence Energiser

3.42 "live" or "alive" means electrically charged

3.43 portable electric tool means any electrically operated implement, with the exception of ordinary household electrical appliances, which is designed for use with-

- (a) a flexible cord at the supply end and which is intended for use by hand and

which is to be carried by hand at the place of work; or
(b) a flexible cable at the supply end and which is intended for use by hand and which is to be moved by hand at the place of work;

3.44 electrical contractor means a person who undertakes to perform electrical installation work on behalf of any other person, but exclude an employee of such first-mentioned person

3.45 electrical installation means any machinery, in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding

- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50 V or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

3.46 electrical tester for single phase means a person who has been registered as an electrical tester for single phase in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of electrical installations supplied by a single-phase electricity supply at the point of control, excluding specialised electrical installations;

3.47 installation electrician means a person who has been registered as an installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation, excluding specialised electrical installations;

3.48 installation work means:-

- (a) the installation, extension, modification or repair of an electrical installation;
- (b) the connection of machinery at the supply terminals of such machinery; or
- (e) the inspection, testing and verification of electrical installations for the purpose of issuing a certificate of compliance;

3.49 master installation electrician means a person who has been registered as a master installation electrician in terms of regulation 11 (2) for the verification and certification of the construction, testing and inspection of any electrical installation;

3.50 point of control means the point at which an electrical installation on or in any premises can be switched off by a user or lessor from the electricity supplied from the point of supply, or the point at which a particular part of an electrical installation on or in any premises can be switched off where different users occupy different portions of such premises;

3.51 point of outlet means any termination of an electrical installation which has been provided for connecting any electrical machinery without the use of tools;

3.52 point of supply means the point at which electricity is supplied to any premises by a supplier;

3. Client Requirements

3.1 Leadership and Commitment

The Contractor acknowledges the KZN Department of Health's strong commitment to Health and Safety and the Contractor affirms that it has a written Health and Safety Policy, and is actively supported and endorsed by the Contractor's management. The Contractor represents that its written policy is widely disseminated and understood among its employees, and that its policy includes a description of the Contractor's organization, procedures and methods of communication to and from personnel. The Contractor must provide copies of its policy and policy statement to Department Of Health (DOH).

3.2 Legal Requirements and Regulations for Health and Safety

The Contractor warrants that it is familiar with the contents and implications of the applicable Legislation; codes of practice, guidelines and standards applicable to the services to be provided. The Act and the Regulation, where applicable, require development and implementation of Work Method Statements for a range of high-risk activities, which, where applicable, the Contractor must develop and implement. The Contractor must ensure that its personnel and its subcontractor's personnel have been informed of all such laws, Acts, regulations, codes of practice, guidelines and standards.

3.3 Contractors' General Requirements for Health and Safety

The Contractor is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, the KZN Department of Health's employees and persons at or in the vicinity of the Site, the Works, temporary work, materials, the property of third parties and any purpose relating to the Contractor carrying out its obligations under this Contract.

The Contractor must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and DOH institutions site requirements.

The Contractor must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The Contractor must manage all reasonably foreseeable hazards created by performance of the work.

The Contractor must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site
- Avoid unnecessary interference with the passage of people and property at or near the Site
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services

- Be responsible for the adequacy, stability and safety of all of its site operations.
- Costs for the above are borne by the Contractor
- The Contractor must comply and is responsible for ensuring that all of its Sub-contractors comply with the relevant legislation(s) and statutory regulations for health and safety, the KZN Department of Health's Health & Safety requirements included in the Contract and other document pertaining to health & safety contained in the Program Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions
- The contractor must appoint a Competent Safety Officer who will ensure that OHS Act and its regulations are implemented.
- The appointment of a Safety Officer must be approved by DOH
- The Safety Officer must possess a National Diploma in Environmental Health/Safety Management or SAMTRAC and have at least 2years experience

3.4 Contractor's Health and Safety Management Plan

The Contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and forwarded prior to mobilisation to the site for work under the Contract to the KZN Department of Health's Safety Department for review. The Health and Safety Management Plan must comply with this Contract including Site Rules & Requirements, and applicable law relating to workplace health, safety and environmental standards. Any proposed amendments or revisions to the Contractor's Safety Management Plan are submitted to DOH for acceptance.

The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority and must include all mobilisation and site set-up activities.

The Plan will be audited for completeness by the KZN Department of Health.

The contractor shall comply with the requirements of CR 7

The Plan must be presented and accepted by DOH BEFORE permission will be granted to the Contractor to mobilise to site

3.5 Legal & Site-Specific Requirements

The Contractor shall develop, implement and administer Health & Safety Plan. The plan shall be in writing and shall be submitted to DOH within 7 days of the contract being awarded.

The plan shall demonstrate management's commitment to safety and include, but not be limited to, the following minimum auditable elements:

- The Contractors' Safety Policy.
- How safety responsibilities are assigned to different roles within the organisation. Identification of role of Safety Coordinator, and on-site managers

- Selection, placement and training procedures, including induction and ongoing training in 'Basic Safe Work' and Occupational Health & Safety training for newly hired or promoted supervisors.
- Occupational Health & Safety communications and meetings, including daily safe task instructions and project safety meetings.
- Assessment of sub-contractors and Service Providers, including requirements for Health & Safety Plans.
- Safety awareness.
- Nomination of personnel to carry out safety inspections.
- Contractor senior management involvement
- Rules and regulations including safety procedures the Contractor has in place for recurring work activities
- Personal protective equipment rules.
- Control of dangerous and hazardous substances
- System of hazard identification and risk control, such as Risk assessments, Daily Safe Task Instructions and communication.
- Verification procedures including
- Daily site safety inspections and audits
- Inspection of plant, tools and equipment prior to introduction to site and at least monthly thereafter
- Accident/incident reporting, recording, investigation and analysis, which ensure that corrective action, are taken and this action is communicated to report initiators
- Evacuation and emergency planning
- Rehabilitation procedures that encourage an early return to work
- Record keeping, including details of what is kept and for how long

3.5.1 Hazard Identification, Risk Assessment and Risk Control

- The development of a work scope and activity risk profile identifying and considering, safety, health and environmental hazards and exposures.
- Controls to manage risks identified within the risk profile will be formalised and implemented
- Personal Protection Equipment
- The hazard identification and risk assessment process for specific operations and activities and for new activities identified after the development of the project/work scope and activity risk profile.
- The process to be used to review the effectiveness of risk controls
- Workplace hazard inspections

- The implementation of a safety observation and coaching process conducted as a minimum by persons in leadership roles
- Method by which daily activities will be assessed for hazards and controls defined before work commences
- Contractor will carry out inspections and maintain requests of the identification of and implementation of inspection and maintenance controls for plant, mobile plant, equipment and tools requiring formal management.

3.5.2 Risk Assessment

- The principal contractor must, before the commencement of any work and during such work, have risk assessments performed by a competent person appointed in written.

The risk assessment should include-

- (a) the identification of risks and hazards to which persons may be exposed to
 - (b) an analysis and evaluation of the risks and hazards identified based on a documented method
 - (c) a documented plan and applicable safe work procedures to mitigate reduce or control the risks that have been identified
 - (d) a monitoring plan and
 - (e) a review plan
- Furthermore, the contractor shall conduct job/task specific risk assessment. Communication of the risk assessments shall be kept in the OHS file.
 - Risk assessment must be performed by a trained risk assessor who has been appointed in writing.
 - The principal contractor shall comply with the requirements of CR 9

3.5.3 Task Specific Risk Assessment

Prior to the commencement of each work activity, a Task Specific Risk Assessment (HIRA) is completed; documented and submitted to KZN Department of Health for approval prior to the task commencing. The purpose of the HIRA is to identify all potential hazards associated with the Work and the Work environment, assess the risk these hazards present and then to provide risk control action that deals with those hazards, as well as providing to the workforce involved in the particular work activity, details of any hazards and the proposed controls.

The Task Specific Risk Assessment must:

- Describe the operation to be performed in the sequence of the basic job steps.
- Identify the hazards or potential hazards at each step.

- Identify the possible consequences for each hazard at each step.
- Assess the Initial Risk Score that each hazard presents (Probability x Severity x Frequency), the total score will be used to identify the Risk Ranking/Priority Factor.
- Once control measures have been considered and implemented, a Revised Risk Score must be allocated to each hazard.
- Identify the Site Rules that apply.
- Describe how the hazard is controlled such that the residual risk is as low as reasonably practicable and is acceptable to the work crew.
- Identify the related Work Instruction if appropriate.
- Be reviewed prior to each shift.
- Be acknowledged by way of signature of all personnel involved in the work activity

3.5.4 Safety Method Statements

- The Contractor must submit Safety Method Statements to the KZN Department of Health's nominated Representative for approval prior to the task commencing.
- The Task Items listed in the Safety Method Statement must tie up with the task items being assessed in the Task Specific Risk Assessment document.
- The Safety Method Statement must detail in a step by step and methodical manner how the task is to be done from beginning to the end and must indicate what tools/equipment will be used at each stage and/or how the work area is to be accessed.

3.5.5 Hazardous Materials

- The Contractor must set out its policy for the use, transportation, handling and storage of fuel and hazardous materials taking into account the legislative requirements. The Contractor must ensure that all hazardous materials and waste products are disposed of in accordance with applicable laws and regulations and any procedures published by DOH or in the absence of any relevant law, regulation or procedures, in accordance with sound safe practice.

3.5.6 Incident Management

- The principal contractor must appoint a competent incident investigator in writing.
- Incident management plan must be developed and implemented by the principal contractor
- All incidents must be investigated and recorded
- Reportable incidents must be reported to the Department of Labour
- Incidents must be reported to DOH within 24 hours of occurrence
- An incident register must be kept on site.

- Incident investigation report inclusive of corrective measures must be submitted to DOH

3.5.7 Emergency Preparedness and Procedures

- The principal contractor must develop an emergency procedure
- The emergency procedure must have; but not limited to:
A detailed response procedure;
List of key personnel
Details of emergency services
Steps to be taken in the event of each and every specific type of emergency
- The emergency procedure must be communicated to all employees
- Emergency numbers must be known to all employees

3.5.8 First Aid Equipment

- The principal contractor must appoint first aider in writing
- The appointed first aider must be in possession of First Aid Level 2 certificate.
- The contractor must provide his own first aid box

3.5.9 Unsafe Acts and Conditions

- The Contractor must implement a system to recognise, correct, and report unsafe acts and conditions associated with all Site activities.

3.5.10 Occupational Health & Infection control

- The contract may expose employees to biological agents; contractors must ensure that an adequate risk assessment is prepared and identifies the biological agents and controls thereof.
- Appropriate PPE must be used at all times

3.5.11 Extreme weather conditions

- If weather conditions pose a threat to Health & Safety of employees, be it extreme heat, cold, lightening or any weather condition, the Principal must apply appropriate safety measures. For hot environments; cool portable water shall be provided.

3.5.12 Medical Certificates of Fitness

- Prior to commencement of works; the principal contractor must submit valid medical certificates of fitness for all employees

- DOH will only accept Medical certificates of fitness obtained from an authorised Occupational health Practitioner
- A procedure to cater for employees with limitations must be developed and implemented by the contractor.
- Employees without valid medical certificates will not be allowed on site.

3.5.13 Plant and Equipment

- The contractor must implement and comply with OH&S Act - Electrical Machinery Reg. 9, Driven Machinery Reg. 1 – 20, Electrical Machinery Regulations and Electrical Installation Regulations.
- The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good order and condition.
- Should any plant or equipment become inoperable for a period considered to be harmful to the progress of the work, the Contractor, must remove the unserviceable plant or equipment and replace it with similar serviceable plant or equipment at no cost to KZN Department of Health.
- No item of plant or equipment delivered to site for this Contract is removed from the site prior to the completion of the Contract without the written approval of DOH.
- DOH reserves the right to inspect items of plant or equipment brought to site by the Contractor for use on this Contract. Should DOH Representative has the opinion that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, He/She must advise the Contractor in writing and the Contractor must forthwith remove the item from the site and replace it with a safe and adequate substitute.

3.5.14 Personnel Protective Equipment/Clothing (PPE)

- The contractor must provide suitable and adequate PPE to all his/her employees
- PPE must be issued to all workers free of charge and a record of issuing must be kept
- Training must be provided to all employees to ensure they know how to use and maintain their PPE
- Training should include but not limited to: Cleaning of PPE, Hygiene, Correctly Putting PPE on, Inspection of PPE, Health Risks associated with the task,
- The contractor must comply with the requirements of General Safety Regulations

3.5.15 Working on Live Electrical Equipment / Sub-Station

- The Contractor may not allow any work on live electrical equipment!

3.5.16 Elevated Work

- The Contractor must submit a fall protection and rescue plan to DOH for approval, before any elevated work commence
- Parachute type harness with shock absorber and double lanyard to be provided for all elevated work

- Ensure that all tools in elevated positions is attached to lanyards and be attached to either the person or structure
- Equipment in elevated positions must be tied back to the structure
- There must be no loose items in elevated positions.
- Overhead work will only be allowed only if A the area below is barricaded in accordance with DOH barricading requirements.
- The contractor must implement and comply with Construction Regulations 8

3.5.17 Barricading requirements

- All openings and edges must be barricaded with solid barricading to withstand an impact of at least 100kg
- Only solid barricading covered with Orange Netting and or DOH approved equivalent barricading is allowed.
- Solid barriers to prevent persons falling into them must protect openings in floors, stairwells, staircases, open-sided buildings and any structure in the course of erection, where dangerous openings exist
- Contractors must pre-plan the delivery of floor grating, stair treads, landings and handrails to ensure safe access and protection for persons working on structures
- Barricading must be tagged, placed on register, maintained and inspected daily – The owner of the barricade's name and mobile number must appear on the tag
- All handrails and fencing must comply with DOH Standards.
- The contractor must comply with the requirements of General Safety Regulation 13 (I)

Note: Danger tape will not be accepted as barricading!

3.5.18 Working in Existing Operations

- Work must be carried out such that no interference is caused.
- Any work which requires section of the Plant to be taken out of operation with resultant interruption to production and/or other activities must be carried out in the absolute minimum of time and be on the basis of the Contractor working around the clock (within legal parameters) for the duration of such work. The times when work of this nature can be carried out must be arranged with DOH

3.5.19 Permit to Work

- The Contractor must obtain a permit from DOH and necessary test must be conducted i.e testing for gases and vapour presents, etc.
- The permit must list specific condition and hazards involving the specific task

3.5.20 Lock-out Procedures

- In operating areas lock out procedures must follow DOH I procedures.
- There must be a separate set of procedures that cover the requirements for lockout, commissioning, start-up and hand over of the completed works.

To ensure the safety of persons working in operating plant areas, the Contractor must ensure:

Lock-out procedure compliance

Instruction to all workmen concerned in its application and implementation

Daily checking of permits

Distribution of Information and communication of any other permit system required

3.5.21 Electrical/Mechanical Lock-out Procedure

- The contractor must appoint a competent person and compliance with OH&S Act Regulations regarding a Certificate of competency
- The contractor must ensure that all plant and equipment being put into operation is done so in an orderly manner to safeguard all personnel involved in the commissioning process.
- The Contractors 16(2) assignee must nominate and appoint a competent person as the responsible person for energising and isolating equipment in response to requests from holders of work permits
- Manager must nominate and appoint a competent person for the duty of managing the "Permit to work" system which must entail the stages of issue, revocation and completion
- All electrical control panels are to be locked by the Contractors' appointed person with padlocks having two keys for the series
- The Contractor must provide these padlocks
- The Construction Manager and the Contractors' appointed person would be the sole custodian of these keys
- The Contractor must provide a sufficient number of padlocks; each with a unique key, for his artisans who is requesting permits for working on equipment
- These padlocks and keys are numbered for the permit holder's identification
- The Contractor must ensure that multi locks are available for his staff to cater for multiple lockouts
- The Contractors Construction Manager must provide a sufficient number of tags that are to be attached to the padlocks at the point of isolation by the person working on that piece of equipment
- These tags must indicate that the equipment is locked out and bears the name and permit number of the holder.
- Permit to work books must contain three copies, first copy for retention by the person carrying out the work on equipment, second copy to be in the hands of the Contractors responsible person and a fixed third copy for the records
- Permit holders are to enter the names of their assistants in the register and after briefing them on the nature of the work and the dangers involved, they are to sign the register to this effect in the spaces provided

For the first stage of commissioning, involving rotation testing of electric motors, the Contractors responsible person must:

- Energise the motor on receipt of a permit from the electrical technician
- Isolate and lock out for adjustments to be made
- Re-energise for further testing, and
- Isolate and lock out on completion
- The electrical technician must maintain radio contact with his assistant at the local isolator to ensure that no persons are in the immediate vicinity of the equipment to be test-run.
- After making adjustments he must again test-run the unit and, if correct, sign off the permit and remove his tag and padlock

The second stage involves cold commissioning of the equipment, and the Contractors responsible person must:

- Verify that it is the correct equipment as specified on the permit \ Isolate the piece of equipment and ensure that it is de-energised
- Attach his lock and tag to a multiple locking device
- The permit holder, having witnessed the isolation, must
- Physically test that the equipment is correctly isolated
- Sign the permit to this effect
- Inform his workers of the nature of the work and hazards involved
- Complete and sign the Workers Register and attach to the permit
- Attach his lock and tag to the multiple locking device, and
- Hand the second copy of the permit and worker's register to the Contractors responsible person
- After completion of the work, the permit holder must remove all tools and equipment and leave the area in a neat and tidy condition
- The permit holder must sign all copies of the permit and workers register to the effect that his work is complete, and remove his tag and lock from the isolator
- If work continues over more than one shift, a worker must remove his tag and lock at the end of the shift.
- If another person is to work on the machine he must follow the same lockout procedure

- If a permit holder does not remove his lock after the shift, and does not report to work the following day, the construction manager is the only person authorised to remove his lock and energise the equipment after ensuring that it is safe to do so
- At the first stage of cold commissioning DOH commissioning team takes over control of the plant and must follow a similar lock-out procedure but must utilise their own plant documentation, padlocks and tagging system

3.5.22 Notification of Construction Work

- The principal contractor must notify the department of Labour in writing 7 days before commencement of construction works.

3.5.23 Fall Protection

- The Principal contractor must designate a competent person to prepare a fall protection plan
- The principal contractor must implement the fall protection plan and amend when necessary and
- Ensure that there is continued adherence to the fall protection plan

Fall protection plan must include:

- A risk assessment of all work carried out from a fall risk position and the procedures and methods used to address all the risks identified per location
- The process of evaluation of employees medical fitness necessary to work at a fall risk position and records thereof
- A programme for training of employees working from fall risk positions and records thereof
- The procedure addressing the inspection; testing and maintenance of all fall protection equipment
- A rescue plan detailing the necessary procedure; personnel and suitable equipment required to affect a rescue of a person in the event of a fall incident to ensure that the rescue procedure is implemented immediately following the incident.
- The site manager must be in possession of the most recently updated version of the fall protection plan

The Principal contractor must ensure that

- All unprotected openings on the floors; edges; slabs; hatchways and stairways are adequately guarded; fenced or barricaded or that a similar means are used to safeguard any person from falling through such opening;
- No person/s is permitted to work in a fall risk position unless the work is performed safely as above
- Fall prevention and arrest equipment are approved as suitable and of sufficient strength for the purpose for which they are being used; with regards to the load including any person; they are intended to bear;

- Securely attached to a structure or plant and the structure or plant means of attachment thereto are suitable and of sufficient strength and stability for the purpose of safely supporting the equipment and any other person who could fall and
- Fall arrest equipment is used only where it is not reasonably practicable to use fall prevention equipment.
- The contractor must comply with the requirements of CR 10

3.5.24 Temporary Works

- The contractor must appoint a temporary works designer in writing for design; inspect and approve the erected temporary works on site before use
- The contractor must ensure that all temporary works operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose
- The contractor must comply with the requirements of CR 12

3.5.25 Excavation works

- The contractor must ensure that excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose
- The contractor must evaluate the stability of the ground before excavation works begins
- The contractor must comply with the requirements of CR 13

3.5.26 Scaffolding

- The contractor must appoint a competent person to supervise scaffold (scaffold Supervisor)
- The contractor must appoint a competent person to erect scaffold (Scaffold erector) these must be 2 different persons
- The contractor must ensure that scaffold are tagged accordingly
- The contractor must comply with the requirements of CR 16

3.5.27 Suspended platforms

- The contractor must appoint in writing a competent suspended platforms supervisor
- The contractor must comply with the requirements of CR 17

3.5.28 Material Hoist

- The contractor must ensure that every material hoist and its tower have been constructed in accordance with the generally accepted technical standards and are strong enough and free from defects

- The contractor must comply with the requirements of CR 19

3.5.29 Vehicles and mobile plant

- The contractor must ensure that vehicles and mobile plants comply with the requirements of CR 23

3.5.30 Housekeeping and general safeguarding on site

- The contractor must comply with the requirements of Environmental Regulations for Workplaces (ERW) and CR 27
- The contractor must ensure continuous housekeeping on site

3.5.31 Stacking and storage on site

- The contractor must appoint in writing a competent stacking storage supervisor
- The contractor must comply with the requirements of GSR and CR 28

3.5.32 Fire precautions on site

- The contractor must minimise fire risks on site
- The contractor must comply with the requirements of ERW and CR 29

3.5.33 Employee Facilities on site

- The contractor must provide adequate facilities on site i.e. toilets; eating areas; changing areas and showers etc.
- The contractor must comply with the requirements of CR 30

3.5.34 Work on disconnected electrical machinery

- Without derogating from any specific duty imposed on employers or users of machinery by the Act, an employer or user shall, whenever work is to be carried out on any electrical machinery which has been disconnected from all sources of electrical energy; but which is liable to acquire or to retain an electrical charge, as far as is practicable, cause precautions to be taken by earthing or other means to discharge the electrical energy to earth from such electrical machinery or any adjacent electrical machinery if there is danger there from before it is handled and to prevent any electrical machinery from being charged or made live while persons are working thereon.

Notice

- An employer or user shall cause notices to be displayed within, and at all designated entrances to premises, as the case may be, where generating plant and transforming, switching or linking apparatus are situated.

Notices shall:

- (a) prohibit unauthorized persons from entering such premises;
- (b) prohibit unauthorized persons from handling or interfering with electrical machinery;
- (c) contain directions of procedure in case of fire; and
- (d) contain directions on how to resuscitate persons suffering from the effects of electric shock:

3.5.35 Switchgear and transformer premises

- The contractor shall cause enclosed premises housing switchgear and transformers:
 - (a) to be of an ample size so as to provide clear working space for operating and maintenance staff;
 - (b) to be sufficiently ventilated to maintain the equipment at a safe working temperature;
 - (c) to be, as far as is practicable, constructed so as to be proof against rodents, leakage, seepage and flooding;
 - (d) to be provided with lighting that will enable all equipment, thoroughfares and working areas to be clearly distinguished and all instruments, labels and notices to be easily read;
 - (e) to have doors or gates, which can be readily opened from the inside, opening outwards;
 - (f) to be provided with fire extinguishing appliances or systems which are suitable for use on electrical machinery and which are maintained in good working order: Provided that, in the case of unattended premises, suitable fire extinguishing appliances be made available at such premises only when work is in progress thereon or therein; and
 - (g) to be of such construction that persons cannot reach in and touch bare conductors or exposed live parts of the electrical machinery.
- (2) No person other than a person authorized thereto by the employer or user shall enter, or be required or permitted by the employer or user to enter, premises housing switchgear or transformers, unless all live conductors are insulated against inadvertent contact or are screened off: Provided that the person so authorized may be accompanied by any other person acting under his control.
 - The contractor must comply with the requirements of Electrical Machinery Regulation (EMR) 6

3.5.36 Electrical control gear

- The principal contractor shall provide all electrical machinery with controlling apparatus and protective devices which shall, as far as is reasonably practicable, be capable of automatically isolating the power supply in the event of a fault developing on such machinery.
- The contractor must; whenever reasonably practicable, provide switchgear with an interlocking device so arranged that the door or cover of the switch cannot be opened unless the switch is in the 'off position and cannot be switched on unless the door or cover is locked.
- The contractor shall mark or label all controlling apparatus permanently so as to identify the system or part of the system or the electrical machinery which it controls, and where such control apparatus is accessible from the front and the back these markings shall be on both the front and the back.
- The contractor shall post a notice at switchgear or control gear which has been switched off or locked out to enable persons to work on electrical machinery or other machinery operated by electricity and controlled by. Such switchgear or control gear, warning against reclosing such switchgear or control gear.
- The contractor must comply with the requirements of EMR 7

3.5.37 Switchboards

- The contractor shall provide an unobstructed space for operating and maintenance staff at the back and front of all switchboards, and the space at the back shall be kept closed and locked except for the purpose of inspection, alteration or repair.
- The contractor must comply with the requirements of EMR 8

3.5.38 Electrical machinery in hazardous locations

- The contractor shall identify all hazardous locations and classify them accordingly.
- No person may use electrical machinery in locations where there is danger of fire or explosion owing to the presence, occurrence or development of explosive or flammable articles, or where explosive articles are manufactured, handled stored, unless such electrical machinery, with regard to its construction relating to the classification of the hazardous locations in which it is to be used, meets the requirements of the safety standard incorporated for this purpose in these Regulations under section 44 of the Act.
- The contractor must comply with the requirements of EMR 9

3.5.39 Portable electric tools

- No person shall use or permit the use of a portable electric tool with an operating voltage that exceeds 50 V to earth unless-

(a) it is connected to a source of electrical energy incorporating an earth leakage protection device, the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

(b) it is connected to a source of electrical energy through the interposition between each tool and the source of an individually double-wound isolating transformer, the secondary winding of which is not earthed at any point and the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

(c) it is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or

(d) it is clearly marked that it is constructed with double or reinforced insulation.

- The contractor must comply with the requirements of EMR 10

3.5.40 Portable electric lights

- No employer or user shall use or permit the use of a portable light where the operating voltage exceeds 50 V unless –

(a) it is fitted with a substantial handle which is made of non-hygroscopic, non-conducting material;

(b) all live metal parts or parts which may become live owing to a faulty circuit are completely protected against accidental contact.

(c) the lamp is protected by means of a substantial guard firmly fixed to the insulated handle; and

(d) the cable lead-in is such that the insulation can withstand rough use

- The contractor must comply with the requirements of EMR 11

3.5.41 Electric fences

- No person shall design, manufacture, sell, install or use an electric fence or electric fence energiser other than in accordance with the relevant health and safety standard incorporated into these Regulations under section 44 of the Act: Provided that electric fences or electric fence energizers installed in accordance with the Electrical Machinery Regulations, 1988, prior to the coming into force of these Regulations shall be deemed to comply with this regulation.
- The contractor must comply with the requirements of EMR 12

3.5.42 Earthing

- An employer or user shall cause:
 - (a) roofs, gutters, downpipes and waste pipes on premises to which electrical energy is supplied to be earthed, except :-
 - (i) where the operating voltage does not exceed 50 V;
 - (ii) roofs made of non-conductive material or metal roofs covered by non-conductive material;
 - (iii) gutters, downpipes and waste pipes made of non-conductive material or gutters and downpipes attached to a metal roof which is covered by non-conductive material;
 - (iv) roofs, gutters, downpipes and waste pipes on premises which receive electricity by means of underground service connections: Provided that the connection is to the conductive structures;
- The contractor must comply with the requirements of EMR 18

3.5.43 Overhead power lines

- The contractor must comply with the requirements of EMR 19

3.5.44 Responsibility for electrical installations

- The user or lessor of an electrical installation, as the case may be, shall be responsible for the safety, safe use and maintenance of the electrical installation he or she uses or leases
- The contractor must comply with the requirements of Electrical Installations Regulations (EIR) 2

3.5.45 Design and construction

- A registered person shall exercise general control over all electrical installation work being carried out, and no person may allow such work without such control
- The contractor must comply with the requirements of EIR 5

3.5.46 Electrical contractor

- No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of these Regulations

- The contractor must comply with the requirements of EIR 6

3.5.47 Certificate of compliance

- Every user or lessor of an electrical installation, as the case may be, shall have a valid certificate of compliance for that installation in the form of Annexure 1, which shall be accompanied by a test report in the format approved by the chief inspector, in respect of every such electrical installation.
- The contractor must comply with the requirements of EIR 7

3.5.48 Commencement and permission to connect Installation work

- No person shall commence installation work which requires a new supply or an increase in electricity supply capacity unless the supplier has been notified
- The contractor must comply with EIR 8

3.5.49 Working on moving or electrically alive machinery

- The contractor shall not permit any employee either than a competent person or a person who has been trained to the satisfaction of an inspector to do any work on or near moving or electrically alive machinery if such work may endanger him
- The contractor must comply with the requirements of General Machinery Regulations (GMR)

4. Training and Competency

- Prior to the commencement of the work, the Contractor must provide current documentation to the satisfaction of DOH verifying that the Contractor's personnel are competent and have the appropriate qualifications, job skills and training as required by this Contract and applicable laws.
- The Contractor must ensure that all his employees and his Sub-Contractors' employees working on the site are adequately trained in the type of work to be performed, are trained in relevant procedures and have the appropriate qualifications, certificates and are under competent supervision. Records are to be maintained on site.
- The Principal Contractor and all contract employees are holders of current certificates or licenses, where the operation being performed requires such or applicable industry standard where legislation does not prescribe or have registered courses to meet the requirements.

4.1 Induction in Health and Safety

- The Contractor must ensure that no employee of the Contractor or its subcontractors, including transport and delivery Contractors entering the site delivering materials and/or equipment, must proceed to enter the Site or any operations area until they have received all training required under applicable laws and regulations, including, but not limited to, work activity inductions and the KZN Department of Health's Site-specific induction.
- The Contractor must also prepare and present to all its employees its own Contractor Induction, explaining the Contractor's Safety Management Plan, the Contractor's

Rules, the obligations imposed by the Occupational Health and Safety Act and Regulations.

- The contractor must comply with: OH&S Act - Section 8

4.2 Isolation Procedure Training

- The Contractor must comply with and train their employees in the Site requirements in relation to Hazardous Energy Isolation. The level of training is dependent on the position and responsibilities of the employee. No person who has not been properly trained and assessed as competent will be allowed to isolate any item of equipment or plant.

4.3 Smoking

- The Contractor must not permit smoking at the Site except within designated smoking areas.

4.4 Intoxicating Liquor or Drugs

- The contractor must implement and comply with OH&S Act – General Administrative Regulation 10
- Any person found on the site or attempting to enter site, in possession of or consuming intoxicating liquor or illegal drugs or considered unfit for work from the apparent influence of intoxicating liquor or illegal drugs or prescription drugs, is removed from the site.

4.5 Housekeeping

- The contractor must implement and comply with Construction Reg. 27
- The Contractor must maintain all work areas in a tidy state, free of debris and rubbish.
- The Contractor must dispose of all debris, rubbish, spoil and hazardous waste off site, outside KZN Department of Health's property in a designated and authorised area or facility. The Contractor should make itself aware of the KZN Department of Health's waste management plan and collection and disposal arrangements and align its waste management program accordingly.
- In cases where an inadequate standard of housekeeping has developed and compromised safety and cleanliness, DOH has the right to instruct the Contractor to cease work until the area has been tidied up and made safe.
- The Contractor must carry out regular safety/housekeeping inspections at least weekly to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection and must maintain records for viewing by DOH.

5. Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Original of the notification of construction work stamped by the Department of Labour
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates
- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor induction training)

6. Management of COvid-19

6.1 Covid- 19 Documentation

The principal contractor shall develop a policy on COvid-19; signed by CEO

Covid-19 prevention and management plan must be developed

Conduct a risk assessment to determine exposure to Covid-19

Daily Safety Task Instructions (DSTI's) shall include Covid-19.

6.2 Hand washing facilities

Construction sites must be equipped with hand washing facilities at the usual welfare facilities.

Ensure soap and fresh water is readily available and kept topped up at all times.

Ensure regular cleaning of hand wash facilities and provide adequate bin for disposal of hand paper towels with regular disposal.

Hand washing techniques posters shall be posted around the hand washing facilities

Hand sanitising agents must also be placed at strategic areas

6.3 Medical Certificates of Fitness

Principal contractor shall keep copies of employee's medical certificates of fitness on site safety file.

Having studied the medical certificates of all employees; the principal contractor must ensure that high risk employees are managed accordingly i.e. employees with underlying medical conditions

6.4 Screening

The principal contractor must ensure that all personnel accessing their sites are screened.

All cases referred for testing shall be reported to relevant Department of Health's project manager.

6.5 Travel to site

The principal contractor shall arrange safe transportation of employees to and from site.

Ensure that vehicles are disinfected on daily basis.

Where single occupancy of vehicle is not practicable; employees shall sit as far apart as the vehicle allows; and all windows must be kept open.

6.5 Eating Areas

The principal contractor must ensure that there are dedicated eating areas for employees.

Ensure that eating areas are kept in a hygienic condition and disinfected after use.

The contractor shall stagger breaking times to reduce congestion and contact.

Employees shall be encouraged to follow the acceptable social distancing measures and seating arrangements must be as such.

Hand washing facilities and or sanitisers must be provided in these areas.

6.7 Changing facilities

The principal contractor shall introduce staggered start and finish times to reduce congestion and contact at all times.

Changing facilities shall be cleaned and disinfected regularly.

Based on the size of each facility; the contractor shall determine how many people can use a changing facility at any one time to maintain the acceptable distance

6.8 Avoiding close working

There will be circumstances where it is not possible or safe for employees to distance themselves from each other by the acceptable distance.

Principal contractor shall ensure that where the acceptable distance is not practicable:-

- employees have no symptoms of Covid-19;
- allow only 1 person per m²
- PPE is worn correctly and is in line with risk assessment and
- Supervision is maintained throughout the activity.

6.9 Deliveries

All personnel delivering equipment and material to site shall be subjected to screening.

Equipment and materials delivered on site must be disinfected at a designated decontamination area to avoid transition of the virus.

6.10 Personal Protective & Equipment Clothing

Personal protective equipment & clothing refers to a variety of barriers, used alone or in combination, to protect against hazardous agents in the environment.

The principal contractor shall ensure that his employees and sub-contractor employees are issued with suitable PPE and that PPE is worn at all times and in a correct manner

Ensure that used PPE is disposed of in an acceptable manner.

6.11 Training & awareness

The principal contractor shall ensure continuous training and awareness on Covid-19 and measures that can be used to minimise the spread

Training to include but not limited to:-

Cough etiquette

Social distancing

Hand washing

Correct use and disposal of PPE

Screening station

Reporting of symptoms to the employer and any other topic relevant to the pandemic

6.12 Cleaning Procedures

The principal contractor shall establish adequate cleaning and disinfection procedures and intervals thereof.

This includes but limited to:-

- cleaning to prevent contamination
- taps and hand washing facilities
- toilet flush and seats
- door handles
- handrails on staircases and corridors
- lift and hoist controls
- machinery and equipment controls
- keyboards; photocopies and other office equipment

7 Fundamental health and safety requirements

Before any work commences, proof of and the following non-negotiable deliverables are required:

- Incident investigation training by Construction Manager and or Safety Officer
- Letter of good standing with the Workman's Compensation Commissioner
- Legal liability training of all Supervisors and Construction Managers
- Original of the notification of construction work stamped by the Department of Labour
- Public Liability Insurance
- Competency training certificates of people to execute the job
- Method statements for work to be conducted
- A Baseline Risk Assessment
- Risk Assessments for every Job/Task
- Signed legal appointments as required by legislation
- Contractors' Safety Officer CV and competency certificates
- Health and Safety Management Plan
- Health and Safety file
- All equipment to be on a current register, backed up by relevant test certificates

- A Medical fitness certificate for each employee with Annexure 3 completed per employee
- Proof of induction (Contractor Induction training)

8 OMISSIONS FROM HEALTH SAFETY AND REQUIREMENTS SPECIFICATION

- By drawing up this OHS specification, DOH has endeavoured to address the most critical aspects relating to OHS issues in order to assist the contractor in adequately providing for the health and safety of employees on site. Should DOH not have addressed all SHEQ aspects pertaining to the work that is tendered for, the contractor needs to include it in the SHE plan and inform DOH of such issues when submitting.

Contractor's Acceptance & Acknowledgement of the Health & Safety Specification:

I, _____ (print name in full), the undersigned responsible person (Contractors 16.1/16.2 Appointee) for:

_____, (Company Name)
declare that I have read, understood and accept the responsibilities and requirements of this Health & Safety Specification for the project: **Electrical upgrade to LV switchgear; LV cables and distribution boards in six hospitals.** I will ensure that this Health & Safety Specification is communicated to the relevant parties so that the requirements hereto can be complied with.

**Contractor's Responsible Person
(16.1/ 16.2 Appointee)**

Date _____