



Contractor HSE Management System Guidelines

Fea Contractor HSE Specification and Tender Document Requirements

Document No. HSE41C01

Contract Details

Contractor name:
Contractor address:
Contractor representative:
Fea Contract Manager: Joji Tawake
Contract description: MV Upgrade for Mr. Wenbin Sun at Kavika Place, off Vudi Street, Muanikau
Location of works: Kavika Place, off Vudi Street, Muanikau
Timing of works (approximate): Start date: 26/06/2017 End date: 30/06/2017

Instructions

This document outlines the HSE specification and tender document requirements, which is to be submitted to potential bidders. The tenderer is required to agree to these terms and conditions and submit documentary evidence of compliance to be considered for the contract by following the steps below.

- 1). Fill Doc. HSE41C02 - Tenderer HSE Management System Questionnaire and submit with tender proposal
2). Fill Form. HSE41C11 - Job Safety Analysis and Risk Assessment Form in accordance with Doc. HSE41C03 - Risk Assessment Model and submit with tender proposal.
3). Fill Doc. HSE41C04 - Health and Safety Plan Template - and submit with tender proposal

## **Clause 1, General Occupational Health and Safety Requirements**

Fea is committed to its obligations under the Occupational Health and Safety At Work Act, 1996 to provide, as far as practicable, working environment for its employees and members of the public, that is safe and without risk to health.

As a condition of this contract, Fea requires that any Contractor or subcontractors shall at all times work in a safe manner and not put themselves, Fea employees or others at risk. The Contractor shall inform itself and comply with Fea's reasonable directions in relation to compliance with all Fea's occupational health and safety policies, procedures or measures implemented or adopted by Fea and/or other occupiers of any premises at or within which the Contractor will perform works under this contract

The Contractor is also required to complete Fea's occupational health and safety induction, work method statements, and other requirements as determine by the site specific risk. Contractors should also familiarize themselves with the work area and any potential hazards prior to commencing work.

## **Clause 2, Legislative Compliance**

The Contractor must comply with and ensure that its employees, subcontractors and agents comply with any Acts, Regulations, by-laws, Codes of Practice, approved standards and FEA's policy and procedures which are in any way applicable to this contract or the performance of the services under this contract.

## **Clause 3, Insurance**

Contractor is required to produce evidence of current insurance coverage for :

- (a) Contractor's risk \$500,000.
- (b) Public Liability \$500,000.
- (c) Worker's Compensation \$250,000.

The contractor shall be liable in all circumstances for losses arising as a result of omission or neglect of its employee, agents, and sub contractors.

Further, the Contractor agrees to hold the Fiji Electricity Authority and its directors, officers, employees and agents harmless from and indemnified against all liabilities, rights, claims, demands, suits, actions, proceedings, compensation, damages, interest and costs of whatsoever nature, now or hereafter, existing, made or brought against the Fiji Electricity Authority or any of its directors, officers, employees or agents in respect of any and all claims, losses, damage, liabilities, and rights directly or indirectly arising out of as a result of omission or neglect of its employee, agents, and sub contractors relating to breach of the OHS requirements under this Contract, the OHS Act or by laws.

The Contractor shall also indemnify the FEA against all liabilities, rights, claims, demands, suits, actions, proceedings, compensation, damages, interest and costs of whatsoever nature, now or hereafter, existing, made or brought against the Fiji Electricity Authority or any of its directors, officers, employees or agents in respect of any and all claims, losses, damage, liabilities, and rights directly or indirectly arising out of as a result of any unpaid workers compensation premiums.

## **Clause 4, Contractor OHS Management System**

The OHS management system of a Contractor must as a minimum requirement demonstrate compliance with all duties of an employer specified in the Occupational Health and Safety At Work Act, 1996.

The Contractor must when requested by Fea, submit a complete copy of their company OHS management system documentation which must include as a minimum requirement:

- (a) OHS Policy and objectives
- (b) Organisation structure & responsibilities
- (c) Safe work practices and procedures
- (d) OHS Training and induction.
- (e) OHS Auditing & inspection procedure
- (f) OHS consultation procedures
- (g) OHS performance monitoring



**Clause 5, Tenderer OHS Management System Questionnaire**

Tenderers shall complete **Doc. HSE41C02 - Tenderer HSE Management System Questionnaire** and incorporate the complete document with their tender submission. Tenderers will be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters.

By submission of the tender and questionnaire, the Tenderer acknowledges and confirms as accurate all details contained in the questionnaire and any verifying documents disclosed with the questionnaire.

**Clause 6, Risk Assessment**

The Contractor shall prepare and submit a Risk Assessment in accordance with the given **Doc. HSE41C03 - Risk Assessment Model** prior to commencing works under the contract. **Form HSE41C11 - The Job Safety Analysis and Risk Assessment Form** shall be used to record the risk assessment and risk control methods to be employed by the contractor.

The completed Form HSE41C11 shall be submitted to Fea for review and approval prior to commencement of works under the contract.

**Clause 7, Health and Safety Plan**

Prior to commencing the works under the contract, the Contractor shall fill and submit to Fea **Doc. HSE41C04 – Health and Safety Plan Template**. The Health and Safety Plan must be specific to the contract works.

The Health and Safety Plan shall consider and respond to the specific OHS hazards and issues relevant to the contract works and shall document the system and methods to be implemented for the term of the contract. The Health and Safety Plan shall be reviewed by Fea and formal approval to commence the contract shall be provided to acceptance of the Health and Safety Plan.

**Clause 8, OHS Performance Reporting**

The contractor must when requested by Fea provide evidence of ongoing performance of the Contractor’s OHS management system. Without limiting the requirements of this obligation, the Contractor shall provide the following information on a monthly basis using **Form HSE41C33 - Fea Contractor Monthly HSE Performance Report**.

- Number of Lost time injuries
- Working days lost due to injury
- Current status of any injured personnel, damaged property or environmental damage or pollution.
- Status of the implementation and outcomes of corrective actions undertaken as a result of OHS inspection and risk assessment.
- Status of OHS management system audits undertaken

The Contractor shall when requested by Fea provide reports on OHS inspections, audits or assessments undertaken during the course of the contract.

It is also mandatory for the contractor to conduct weekly safety meeting, the minutes of which shall be recorded on **Form HSE41C34 FEA Contractor Weekly HSE Minutes Recorder**

**Clause 9, Incident Notification**

As required under the Health and Safety at Work Act, 1996 for the Contractor to give notice of any incident occurring during the performance by the Contractor of works under the contract, the Contractor shall at the same time or as soon thereafter as possible in the circumstances give a copy of the notice to Fea.

The Contractor must promptly notify Fea of any near-hit, injury, property damage or environmental damage that occurs during the carrying out of the contract works. All lost time incidents shall be immediately notified to Fea. The Contractor must and within 3 days of any such incident provide a report giving complete detail of the incident, including results of the investigations into its causes, and any recommendations or strategies for prevention in future.



### **Clause 10, Non Compliance**

If during the performance of works under the contract Fea informs the Contractor that it is the opinion of Fea that the Contractor is:

- Not conducting the work in compliance with the Contractor's Health and Safety Plan, health and safety management procedures, relevant legislation or health and safety procedures provided by Fea from time to time, or
  - Conducting the work in such a way as to endanger the health and safety of Contractors or subcontractors employees or Fea's employees, plant, equipment or materials,
- the Contractor shall within 28 days or at other reasonable time mutually agreed by the Contractor and FEA remedy the breach or default by the Contractor on the health and safety requirements.

Such report shall be documented using **Form HSE41C32 – Non-Conformance Report**. Fea may direct the Contractor to suspend work until such time as the contractor satisfies Fea that the work will be resumed in conformity with applicable health and safety provisions.

During the period of suspension referred to above, Fea shall not be required to make any payment whatsoever to the Contractor.

If the Contractor fails to rectify any breach of health and safety for which the work has been suspended, or if the Contractors performance has involved recurring breaches of health and safety, Fea reserves the right to terminate all work and the contract indefinitely, without further obligation to the Contractor. It will be at the discretion of FEA, to hire the Contractor after terminating the contract indefinitely and in doing so, FEA shall evaluate the terms and conditions on which the contractor could be hired again.

. In this event, Fea's liability shall be limited to payment for the work performed and costs incurred by the Contractor up to the time of termination or an earlier suspension of work.