

TENDER SCMU5-26/27-0002NMM

APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

BIDDER:

CSD REGISTRATION:

CLOSING DATE: 05 JUNE 2026

CLOSING TIME: 11h00

DELIVERY ADDRESS:

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
GROUND FLOOR, OLD FORD HOUSE BUILDING
55 ALBANY ROAD
CENTRAL
GQEBERHA

SCM SPECIFIC ENQUIRIES

Enquires: Mr. D. Jackson
Email Address: Devin.Jackson@ecdpw.gov.za
Tel No: 041 390 9160

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Ms. Yolanda Zicina
Email Address: Yolanda.Zicina@ecdpw.gov.za
Cell No.: 041 390 9080/ 079 520 4476

OCCUPATIONAL HEALTH AND SAFETY ENQUIRIES

Enquires: Mrs. Z. Ncanywa
Email Address: Zintle.Ncanywa@ecdpw.gov.za
Cell No.: 041 390 9178/ 079 883 3946

Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK					
BID NUMBER:	SCMU5-26/27-0002NMM	CLOSING DATE:	05 JUNE 2026	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, GROUND FLOOR, OLD FORD HOUSE BUILDING, 55 ALBANY ROAD, GQEBERHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr D Jackson		CONTACT PERSON	Ms. Y Zicina	
TELEPHONE NUMBER	041 390 9061		TELEPHONE NUMBER	041 390 9080/ 079 520 4476	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Devin.Jackson@ecdpw.gov.za		E-MAIL ADDRESS	Yolanda.Zicina@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

For ease of reference, Bidders shall enter their Bid Price in the space provided below:

ITEM NO.	SERVICE/GOODS REQUIRED	GRAND TOTAL (amount in figures)
1.	APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.	R..... (Carried over from page 15 and 16)

Failure to complete the Bid Sum (amount in figures), will automatically invalidate the offer submitted.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS SHALL RENDER THE BID INVALID.



TENDER
SCMU5-26/27-0002NMM

APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

Tender documents are downloadable for free of charge from National Treasury's eTender Portal: (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders). Completed tender documents should be in a sealed envelope endorsed with the relevant bid number, bid description and the closing and must be deposited in the bid box or not later than 11h00 on 05 JUNE 2026 when bids will be opened in public.

No compulsory site inspection, however, bidders are allowed to familiarise themselves with the site and maps are attached.

NOTE: BIDDERS INTENDING TO RENDER SERVICES TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE WILL BE SUBJECTED TO SCREENING AND OR VETTING PRIOR TO THE AWARD OF THE TENDER

Physical Address of Bid Box: Department of Public Works & Infrastructure, Ground floor, Old Ford House Building, 55 Albany Road, Central, Gqeberha.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

A. THIS QUOTATION WILL BE EVALUATED IN TWO (2) STAGES

Phase One: Administrative Compliance

Phase Two: Bidders passing phase one will therefore be evaluated on PPPFA.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on Price	-	80 points
Maximum points for Specific goals	-	20 points
TOTAL	-	100 points

B. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

The minimum specifications, bid evaluation criteria, bid rules and special conditions of quotation are detailed in the bid/ quotation document.

The specifications, rules, special conditions of bid, evaluation criteria, and other bid conditions are detailed in the document.

C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED to

<p>SCM SPECIFIC ENQUIRIES Enquires: Mr D Jackson Email Address: Devin.Jackson@ecdpw.gov.za Tel No: 041 390 9061</p>	<p>TECHNICAL /PROJECT SPECIFIC ENQUIRIES Enquires: Ms Y Zicina Email Address: Yolanda.zicina@ecdpw.gov.za Tel No.: 041 390 9080/ 079 520 4476</p>
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SPECIAL CONDITIONS OF BID

1. INTERPRETATION

The word "Bidder" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

For the purpose of this Price Quotation, the word "bid" is used interchangeable with the word "price quotation and referring to "price quotation".

2. EXTENT OF BID

This contract is for the **APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.**

3. CONTRACT TO BE BINDING

The formal acceptance of this Bid by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract.

4. MODE OF BID

All Bids shall be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All Bids must remain valid for a period of **90 days** from the closing date as stipulated in the bid document.

8. PENALTY PROVISION

8.1 Should the successful Bidder:

- [a] Withdraw the Bid during the afore-mentioned period of validity; or
- [b] Advise the Department of his / her / their inability to fulfil the contract; or



- [c] Fail or refuse to fulfil the contract; or
- [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
 - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
 - [ii] A new Bid price (inclusive of escalation).

8.2 Should the successful Bidder fail to deliver, provisions of the General Conditions of Contract will apply.

9. **BRAND NAMES**

Wherever a brand name is specified in this BID document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

10. **VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

11. **PRICE ESCALATION**

No escalation of prices will be considered.

12. **AUTHORITY TO SIGN BID DOCUMENTS**

1. In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
2. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
3. No authority to sign is required from a company or close corporation or partnership which has only one director or member.
4. In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.

13. **CONTRACT PERIOD**

- a) The contract period is **24 Months**, calculated from the official site handover date.
- b) The Department of Public Works & Infrastructure may accept or reject any bid offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- c) The Department of Public Works & Infrastructure also reserves the right to accept the bid as a whole or a part of the bid, or any item or part of any item.



- d) The Department shall not accept or incur any liability to a supplier for such cancellation or rejection or acceptance but will give written reasons for such action upon receiving a written request to do so.

14. DELIVERY PERIODS

Delivery periods, where indicated must be adhered to. Notwithstanding the termination date of the assignment the bidder will be required to submit progress reports to the Department, the contract form, frequency and dates thereof to be stipulated and agreed upon by the parties upon the awarding of the Bid.

15. DISPUTES

In the event that disputes cannot be resolved by internal systems, the disputes will be settled by mediation.

16. CLOSING DATE / SUBMITTING OF BIDS

- 16.1** Bids must be submitted in sealed envelopes clearly marked: **SCMU5-26/27-0002NMM:**

APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS. Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box, Ground floor, Department of Public Works & Infrastructure, Ground floor, Old Ford House Building, 55 Albany and Westbourne Road, Central, Gqeberha not later than **11h00** on **05 JUNE 2026** when bids will be opened in public.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

17. NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 17.1** The Bid will be awarded to the bidder who scores the highest PPPFA points. However, should an offer not be market related, the Department reserves the right to negotiate with bidders in accordance with the PPPFA regulations.

18. LATE BIDS

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s)

19. COMMUNICATION

- 19.1** A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, as indicated on Page 1 to 4 of this document via email. Bidder(s) must reduce all telephonic enquiries to writing and send to the mentioned email address.
- 19.2** The delegated office of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the bid proposal.



- 19.3 Any communication to an official or a person acting in an advisory capacity for Department of Public Works & Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 19.4 All communication between the Bidder(s) and Department of Public Works & Infrastructure must be done in writing.
- 19.5 Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Public Works & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- 19.6 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works & Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).
- 19.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 19.8 All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

20. CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 14)

21. PRESENTATION / DEMONSTRATION

Department of Public Works & Infrastructure reserves the right to request presentations/ demonstrations from the short-listed Bidders as part of the bid process.

22. SUPPLIER DUE DILIGENCE

Department of Public Works & Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits/In loco Inspection.

23. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Department of Public Works & Infrastructure, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

24. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Works & Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process



and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Public Works harmless from any and all such costs which Department of Public Works & Infrastructure may incur and for any damages or losses Department of Public Works & Infrastructure may suffer.

25. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

26. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. Department of Public Works & Infrastructure shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

27. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant

28. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

29. GENERAL BID RULES

- a) The bid document shall be completed and signed
- b) The Department of Public Works & Infrastructure Supply Chain Management Policy will apply.
- c) The Department of Public Works & Infrastructure does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
- d) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted
- e) Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof

30. OTHER CONDITIONS OF BID

- 30.1 The bidder must be registered on the Central Supplier Database (CSD) prior the award
- 30.2 All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.
- 30.3 The Department will contract with the successful bidder with through SBD 7.1/ 7.2 and an official order.
- 30.4 Annexure A – Company Details.
- 30.5 Annexure B – Company Composition must be completed.
- 30.6 Bidders intending to render services to the department of public works and infrastructure will be subjected to screening and or vetting prior to the award of the tender



TERMS OF REFERENCE / SPECIFICATIONS

1. INTRODUCTION

APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

2. PROJECT DURATION

The successful tenderer will be expected to commence with works after signing the contract and the duration of the work will be twenty-four (24) months.

3. SCOPE OF WORK

The successful tenderer shall do grass cutting and bush clearing services at various sites as indicated, for the Department of Public Works and Infrastructure Nelson Mandela Bay District.

LIST OF SITES FOR GRASS CUTTING AND BUSH CLEARING SERVICES:

AREA AND PLOT SIZE	SCOPE OF WORK
Erf 12 Kabega, (18513m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 13 Kabega, (18056m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 10 Kabega, (17985m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 2607/2721 Kabega, (26831m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 15 Kabega, (17333m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 1212/1213/1214/1215 North End, (5567m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 859 Theescombe, (34262m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.



Erf 113 Theeschombe, (35174m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 81 Theeschombe, (63968m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 16 Theeschombe, (25278m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 515/550 Lorraine, (40151m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erven 161/163 Lorraine (34698m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 1450 Summerstrand (35485m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 3360 Hunters Retreat, (12133m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.
Erf 1169 Hunters Retreat (81468m ²)	Remove all rubble, debris, loose stones, rocks, papers, cut and rake grass, then clean the entire site. Cut grass to 30mm long. Cut down trees to ground level, drill hole and pour poison into holes on tree stump/trunk. Trimming of edges and hedges along kerbs and Boundary lines etc.

4. SPECIFICATION FOR GRASS CUTTING AND BUSH CLEARING SERVICE

The successful bidder shall:

- Remove all rubble, debris, loose stones, and rocks and level the site where some has been removed.
- Remove all vegetation, hedges shrubs and small trees, including the grubbing up of roots and the filling and levelling of holes with an approved bush soil.
- Cut all trees with a trunk girth from ± 500 mm up to 1,300 m (girth taken 1m above ground level) the trees must be cut down to ground level. Allow drilling holes 100mm deep into the tree stump with the holes at centres 150mm apart for the circumference of the stump and pour an approved poison into all the holes.
 - Cutting of grass to 30 mm long and rake and leave the site clean.
 - Cut the site as it will be indicated on site by the Works Inspector including the boundary lines to a maximum of 50mm high unless otherwise indicated.



- Trim all trees and shrubs including lawns/grass adjacent and abutting against or growing into fences, kerbing, etc.
- Rake all areas and remove and cart away all grass cuttings, trees, shrubs vegetation, etc to the nearest municipal dump site.
- Leave the site tidy and notify the inspectorate immediately on completion of the above service.

The successful bidder must take note that grass cutting and bush clearing of these sites shall be removed by suitable equipment such as a commercial brush cutter, garden tractor and machinery specific to that area.

NOTES:

- Bidders are expected to familiarize themselves with the conditions pertaining to the site, access, scope of work and all eventualities that may influence the pricing of the works.
- Damages to any properties during the execution of the works will be borne by the service provider.
- No fire including the burning of grass will be allowed.
- NATURE CONSERVATION TO BE CONSULTED BY A SERVICE PROVIDER IN CASES OF UNCERTAINTY REGARDING INDEIGENOUS TREES & BIRDS ON SITE.

**Any specification related enquiries may be directed to Ms. Yolanda Zicina on
041 390 9080/ 079 520 4476**



APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

QUOTATION EVALUATION CRITERIA

This bid will be evaluated in two (2) phases:

Phase One: Administrative Compliance

Phase Two: Bidders passing phase one will therefore be evaluated on PPPFA.

Phase 1: ADMINISTRATIVE COMPLIANCE

- A. The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as “non-responsive” and will not be considered for further evaluation.
- B. Bidders’ proposals must meet the following minimum requirements, and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:
1. Bids must be submitted on the original documents and bids which are late, unsigned or submitted by facsimile or electronically, will not be accepted.
 2. Do not make any alterations or additions to the bid document, except to comply with instructions issued by the tenderer and ensure that all signatories to the bid offer initial such alterations. **Do not make erasures using masking fluid.**
 3. SBD4 must be duly/ adequately completed and signed. ***(In the event that prospective bidders are directors in other companies, they must ensure that they disclose such information on SBD4 – 2.3 and 2.3.1 failing which will result to elimination.)***
 4. The form SBD 1 must be properly completed and signed, failure to complete the Bid Sum (amount in figures), will automatically invalidate the offer submitted.
 5. SBD 3.1- Pricing Schedule- Firm Prices – must be completed
 6. Bidder’s proposals that do not meet the specifications will be eliminated.
 7. If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated.
 8. The following Annexure(s) must be completed:
 - a) Annexure C – Resolution of Signatory (Only if applicable)
 9. Only one offer per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.



PHASE TWO: EVALUATION PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND 80/20 POINTS SYSTEM WILL BE APPLICABLE

POINTS FOR PRICE	80 POINTS
MAXIMUM POINTS FOR SPECIFIC GOALS	20 POINTS
TOTAL POINTS	100 POINTS

PLEASE NOTE:

1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals.
2. **Failure on the part of a bidder to write the correct points in numbers/figures for each specific goal, it will be interpreted to mean that preference points for specific goals are not claimed. Therefore, the bidder will be awarded zero points.**
3. Number of points claimed for each specific goal will be verified through the Central Supplier Database (CSD). However, bidders who claim points for specific goals for Disability must submit the following document(s) for verification purposes.
 - (i) A medical certificate from a medical practitioner with a practise number must be attached to claim points for disability.
4. The Department intends to award this to the highest point scorer, unless circumstances justifies otherwise.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

Bid Number: SCMU5-26/27-0002NMM
Closing Date: 05 JUNE 2026

Name of Bidder:
Closing Time: 11H00

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED
OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

APPOINTMENT OF A SERVICE PROVIDER FOR GRASS CUTTING AND BUSH CLEARING SERVICES FOR FIFTEEN (15) GOVERNMENT SITES THAT ARE WITHIN THE NELSON MANDELA DISTRICT FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

ITEM NUMBER	DESCRIPTION	PLOT SIZE (A)	NUMBER OF CUTS (24 MONTHS) (B)	CUTS INTERVALS	RATE PER M ² (C)	TOTAL EXCL VAT D= (A x B x C)
1.	Erf 12 Kabega	18513 m ²	8	Quarterly	R	R
2.	Erf 1 Kabega	18056 m ²	8	Quarterly	R	R
3.	Erf 10 Kabega	17985 m ²	8	Quarterly	R	R
4.	Erf 2607/ 2721	26831 m ²	8	Quarterly	R	R
5.	Erf 15 Kabega	17333 m ²	8	Quarterly	R	R
6.	Erf 1212, 1213, 1214, 1215 North End	5567 m ²	8	Quarterly	R	R
7.	Erf 859 Theescombe	34262 m ²	8	Quarterly	R	R
8.	Erf 113 Theescombe	35174 m ²	8	Quarterly	R	R
9.	Erf 81 Theescombe	63968 m ²	8	Quarterly	R	R
10.	Erf 16 Theescombe	25278 m ²	8	Quarterly	R	R
11.	Erven 515 / 550 Lorraine	40151 m ²	8	Quarterly	R	R

12.	Erf 161 / 163	34698 m ²	8	Quarterly	R	R
13.	Erf 1450 Summersstrand	35485 m ²	8	Quarterly	R	R
14.	Erf 3360 Hunters Retreat	12133 m ²	8	Quarterly	R	R
15.	Erf 1169 Hunters Retreat	81468m ²	8	Quarterly	R	R
					Allow for Comprehensive Occupational Health & Safety File	R
					Sub-Total	R
					15% VAT (if VAT Registered)	R
					Grand- Total (The Grand Total must be carried to SBD 1)	R

NB: Services will be as and when required. Rate should include cart away to the nearest dumping site. If VAT is charged, VAT registration must be completed below

VAT NUMBER REGISTRATION.....

ALL APPLICABLE TAXES, INSURENCES, TRAVELLING & DELIVERY COSTS MUST BE INCLUDED IN THE BID PRICE.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

2.2

Full Name	Identity Number	Name of State institution

Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is



adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender



3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	0	
Black women ownership:-		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
Black youth ownership:-		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
People with disability:-		
(a) 20% or more disabled people ownership	4	
(b) Less than 20% disabled people ownership	0	
Locality:-		
(a) Within the Eastern Cape	2	
(b) Outside the Eastern Cape	0	



DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

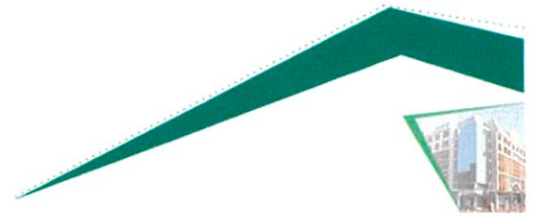
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....



ANNEXURE A

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:
.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details (if applicable):
.....

.....
.....

Professional Indemnity Details (if applicable):
.....

.....
.....



ANNEXURE C

RESOLUTION FOR SIGNATORY

(See Special Conditions of Bid, paragraph 12)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

MS /Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

IMPORTANT NOTICE: RESOLUTION TO SIGN

- In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- In the event that a non- member / non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
- In the case of a joint venture or consortium, at least one director/ members of each of the parties need to sign the joint venture or consortium agreement.
- Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorization for signatory to this bid.



GENERAL CONDITIONS OF CONTRACT

A. TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **"Day"** means calendar day.
- 1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **"Force majeure"** means an event beyond the control of the provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **"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 bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **"Project site,"** where applicable, means the place indicated in bidding documents.
- 1.21 **"Purchaser"** means the organization purchasing the goods.
- 1.22 **"Republic"** means the Republic of South Africa.
- 1.23 **"SCC"** means the Special Conditions of Contract.
- 1.24 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.



2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.

5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.



7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analysis

8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



8.7 Any contract supplies may, on or after delivery, be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned to the providers' cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

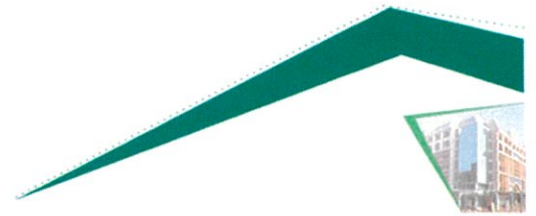
10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.



13. **Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. **Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
9. such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
 10. in the event of termination of production of the spare parts:
 - a. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. **Warranty**

- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.



- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Increase/decrease of quantities

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

20. Assignment

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

21. Subcontracts

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

22. Delays in the provider's performance



- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 22.4 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

24. Termination For Default

- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or



(c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

27. Termination For Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

28. Settlement Of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation; it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. **Limitation Of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. **Governing Language**

- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. **Applicable Law**

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

32. **Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer Of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment Of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.



DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

SPECIFICATION

FOR

GRASS CUTTING, BUSH CLEARING AND MAINTENANCE

AT

NELSON MANDELA BAY GOVERNMENT SITES/ PROPERTIES



SPECIFICATION FOR GRASS CUTTING, BUSH CLEARING AND MAINTENANCE

- 1 Remove all rubble, debris, loose stones, and rocks and level the site where same has been removed.
- 2 Remove all vegetation, hedges shrubs and small trees, including the grubbing up of roots and the filling and leveling of holes with an approved bush soil.
- 3 Cut all trees with a trunk girth from \pm 500mm up to 1,300 mm (girth taken 1m above ground level) the trees must be cut down to ground level. Allow drilling holes 100mm deep into the tree stump with the holes at centres 150mm apart for the circumference of the stump and pour an approved poison into all the holes.
- 4 Cutting of grass to 30 mm long, rake and leave the site clean, including cleaning of water channels and gutters.
- 5 Cut the site as it will be indicated on site by the Works Inspector including the boundary lines to a maximum of 50mm high unless otherwise indicated.
- 6 Trim all trees and shrubs including lawns/grass adjacent and abutting against or growing into fences, kerbing, etc.
- 7 Rake all areas and remove and cart away all grass cuttings, trees, shrubs vegetation, etc. to the nearest municipal dump site.
- 8 Leave the site tidy and notify the inspectorate immediately on completion of the above service.
- 9 Tenderers must under all circumstances inspect the site to familiarize themselves with the conditions pertaining to the site, access, scope of work and all eventualities that may influence the pricing of the works.
- 10 Damages to any properties during the execution of the works will be borne by the contractor.
- 11 **No fires including the burning of grass will be allowed.**
- 12 NATURE CONSERVATION TO BE CONSULTED BY A SERVICE PROVIDER IN CASES OF UNCERTAINTY REGARDING INDIGENOUS TREES & BIRDS ON SITE.
- 13 **Bidders are advised to visit and familiarize themselves with the sites before submitting a document.**
- 14 **The contractor must take note that this site must be cut with a tractor grass cutter attachment or grass cutter tractor / ride on lawn mower/garden tractor/ride on brush cutter or rough cutter mower. Weed eaters or brush cutters etc. they can only be used for trimming edges of the site.**

End of specification



Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE



PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

FOR

**GRASS CUTTING, BUSH CLEARING AND
MAINTENANCE SERVICES:**

For Department of Public Works & Infrastructure for the various
sites situated in Nelson Mandela Bay

**MANAGED BY THE DEPARTMENT OF
PUBLIC WORKS & INFRASTRUCTURE**

(THE "CLIENT")

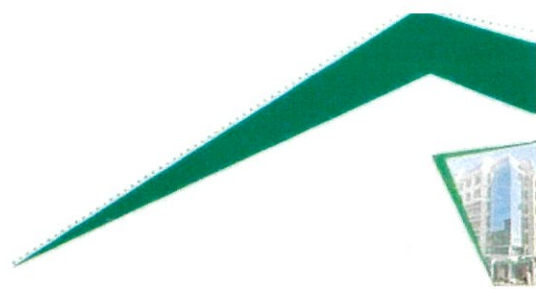
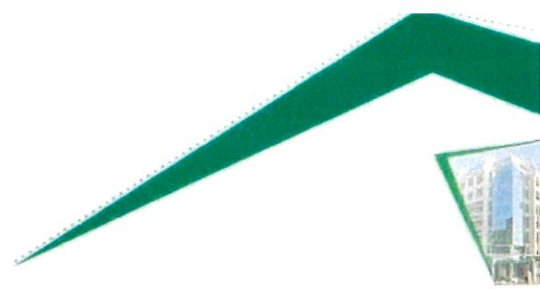


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1. PREAMBLE

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated cleaning services for Government Department facilities, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act and Disaster Management Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management and disaster (COVID 19) shall receive due attention.

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

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

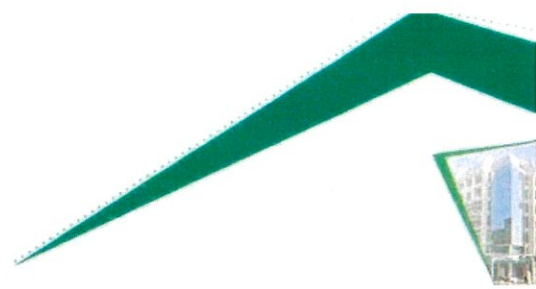
This health and safety specification in respect of a cleaning contract for DPWI:

- a) provides the overarching framework within which the service provider is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during cleaning contract;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the cleaning; and
- c) establishes the manner in which the employer's health and safety representative will interact with the contractor.

Note 1: This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the General Safety Regulations. The service provider is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the service provider or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See attached cleaning specification)

3. PURPOSE

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



The purpose of this specification document is to provide the relevant Service Provider with any information other than the standard conditions pertaining to cleaning which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of equipment, chemicals, plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during cleaning for the Department of Public Works and Infrastructure. The Service Provider is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the premises to be cleaned and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) Submissions on health and safety matters required from the Service Provider and
- d) The Service Provider health & safety plan.

To serve to ensure that the Service Provider is fully aware of what is expected from him/her with regards to the Occupational Health and Safety Act No. 85 of 1993 and the Regulations made there-under including the applicable safety standards. The General Safety Regulations promulgated on 30 May 1986.

CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

General

The contractor shall ensure that:

1. as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.
2. Adhere to the consolidated COVID – 19 directions on health and safety in the workplace issued by the Minister in terms of the Regulation 4(10) of the National Disaster Regulations as well as the COID act. Ensure that you provide the Department with proof that the requirements stipulated on these Regulations as the Employer have been met.

The service provider shall carry out regular inspections in a form of routine check-ups on a register/ checklist to ensure that the work is being performed in accordance with the requirements of this specification.

4. DEFINITIONS

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

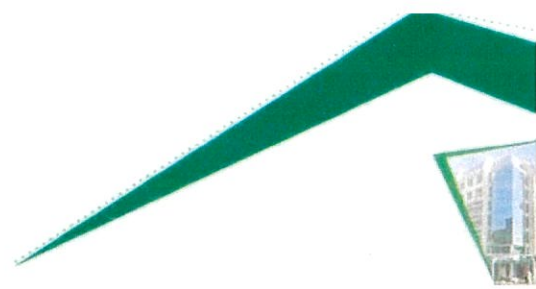
Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

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

Client means Department of Public Works and Infrastructure **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 for 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 that training must be regarded as the required qualifications and training; and
 - (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;
- Contract Amount**” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

Contractor: person or organization that contracts to provide the work covered by the contract



Contract manager: person appointed by the employer to administer the contract on his behalf

CR – Means Construction Regulation 2014

Danger: anything which may cause injury or damage to persons or property

Employer: person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract **ergonomics:** the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.

Fall Protection Plan means a documented plan, which includes and provides for-

- All risks relating to working from a fall risk position, considering the nature of work undertaken;
- The procedures and methods to be applied in order to eliminate the risk of falling; and
- A rescue plan and procedures;

GSR – Means General Safety Regulations

H&S – health and safety

Hazard: a source of or exposure to danger

Hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of work being executed or to be executed.

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

Health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to cleaning which is included in the contractor's contract with the employer or an order issued in terms of framework agreement

Healthy: free from illness or injury attributable to occupational causes **Incident:** an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

- a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;
- b) a major incident occurred; or
- c) the health or safety of any person was endangered and where:
 - i) a dangerous substance was spilled; ii) the uncontrolled release of any substance under pressure took place;
 - iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

Inspector: a person designated as such under section 28 the Act

Major incident: an occurrence of catastrophic proportions, resulting from the use of cleaning equipment, chemicals, plant or machinery, or from activities at a workplace.

Manager means a competent person responsible for the management of the physical cleaning processes and the coordination, administration and management of resources on a cleaning site;

Medical Certificate of Fitness means a certificate specific to service to be rendered that has to be issued by an Occupational Health Practitioner in the form of Annexure 3

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

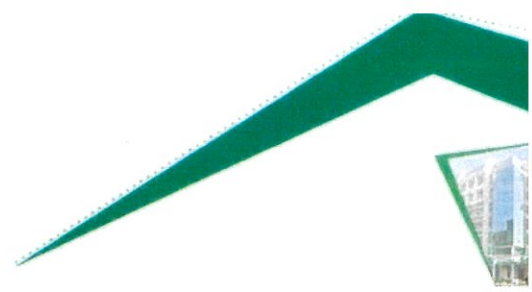
Risk assessment – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

Safe: free from any hazard

Scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

Site means a work place where service is to be rendered; **Structure:**

- a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and



underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

- b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
- c) any fixed plant in respect of cleaning work which includes installation, commissioning, decommissioning or dismantling and where any cleaning work involves a risk of a person falling

Substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

Suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

Supervisor means a competent person responsible for supervising cleaning activities on site;

Temporary works: any false work, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access

Workplace: any premises or place where a person performs work in the course of his employment

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Communication, Participation & Consultation

5.1.1 Communication may be directly to the Client, verbally or in writing, as and when the need arises.

5.1.2 Consultation with the workforce on OH&S matters will be through their Supervisors and Client H&S officials

5.1.3 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. instructions by the Client and exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. RESPONSIBILITIES

6.1 Client

- a) The Client will appoint a Contractor for this project or phase/section of the project in writing for assuming the role of Grass Cutting Contractor.
- b) The Client will discuss and negotiate with the grass cutting Contractor the contents of the health and safety plan for approval.
- c) The Client will take reasonable steps to ensure that the health and safety plan of the grass cutting Contractor is implemented and maintained.

6.2 Competent persons

The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- Grass cutting
- Maintenance;

The contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and



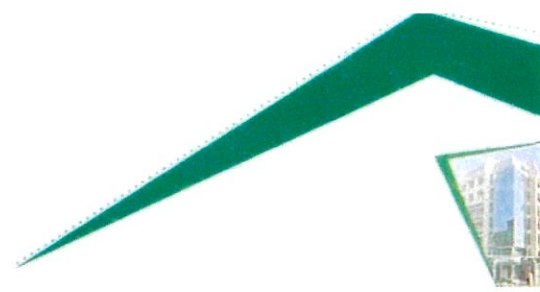
- prepare and update as necessary a fall protection plan and to provide the grass cutting and maintenance manager and the client with a copy of the latest version of such plan.

6.3 Responsibilities towards employees and visitors

1. The contractor shall as far as reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any equipment or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.
2. The contractor shall ensure that all employees under his or her control who are cutting grass or doing maintenance are:
 - informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
 - issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
3. The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.
4. The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
5. The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:
 - a. signage to indicate what personal protective equipment is to be worn; and
 - b. activity related signs.
6. The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

7. SCOPE OF WORK

1. Remove all rubble, debris, loose stones, and rocks and level the site where same has been removed.
2. Remove all vegetation, hedges shrubs and small trees, including the grubbing up of roots and the filling and leveling of holes with an approved bush soil.
3. Cut all trees with a trunk girth from $\pm 500\text{mm}$ up to $1,300\text{ m}$ (girth taken 1m above ground level) the trees must be cut down to ground level. Allow drilling holes 100mm deep into the tree stump with the holes at centres 150mm apart for the circumference of the stump and pour an approved poison into all the holes.
4. Cutting of grass to 30 mm long, rake and leave the site clean
5. Cut the site as it will be indicated on site by the Works Inspector including the boundary lines to a maximum of 50mm high unless otherwise indicated.
6. Trim all trees and shrubs including lawns/grass adjacent and abutting against or growing into fences, kerbing, etc.



7. Rake all areas and remove and cart away all grass cuttings, trees, shrubs vegetation, etc to the nearest municipal dump site.
8. Leave the site tidy and notify the inspectorate immediately on completion of the above service.

8. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is and the risks involved in the work. The plan must be easily accessible and readily available and it must be clearly understood by management, supervisors & workers on site.
- (b) The plan must be implemented, maintained and kept up to date during the course of the contract (c) The contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
 - Environmental restrictions and existing on-site risks arrangements imposed by others or developed by the principal contractor, to control significant site H&S risks, H&S file & project H&S review.
- (d) The H&S plan should include the following information:
 - details of the client, that is the person commissioning the grass cutting and maintenance contract, for example their name, representative and contact details;
 - details of the grass cutting and maintenance contractor;
 - details of the grass cutting and maintenance project, for example address of the workplace, anticipated start and end date and a brief description of the type of services to be executed that the H&S plan will cover;
- (e) The H&S plan should also include information on:
 - the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of equipment's;
- (f) The H&S plan must contain:
 - a general description of the type of work activities involved in the project and not just a description of the facility to be cleaned or where maintenance will take place;
 - the project program or schedule details, including start and finish dates, showing principal activities;
 - details of client, grass cutting and maintenance contractor, and major suppliers;

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

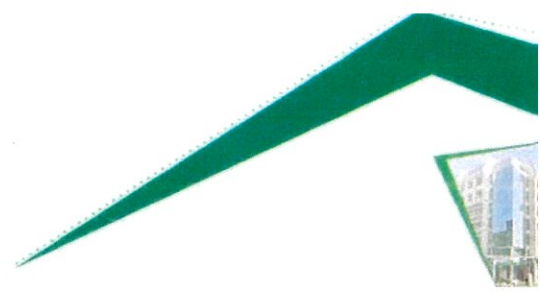
The grass cutting Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

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

9.1. Health & Safety incident/accident reporting & investigations

- a) The grass cutting Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:



- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client.
- b) The grass cutting Contractor is required to provide as soon as possible the Client with copies of all internal and external accident/incident investigation reports.
The grass cutting Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (c) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (d) The grass cutting Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (e) The grass cutting Contractor is responsible for the investigation of all accidents relating to the contracted site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (f) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.

9.2. Reporting of Near-Misses

- Department of Public Works and Infrastructure views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works and Infrastructure retains the right to enforce the reporting of near misses within 24 hours of occurrence.

10. Review

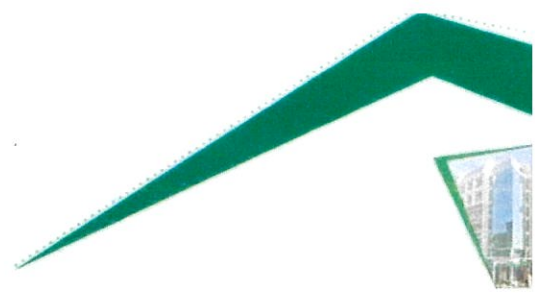
The grass cutting Contractor must provide the Client with copies of any changes, alterations or amendments made in the Hazard Identification, Risk Assessment and Standard Work Processes as work develops and progresses if there are any.

10.1 Site Rules and other Restrictions

a) Site OH&S Rules

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

10.1.1 Training & Awareness



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

a) Training & Induction

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

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

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

b) Site Specific Induction Training

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

c) Other Training

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

11. PROJECT/SITE SPECIFIC REQUIREMENTS

Please see the grass cutting and maintenance specification for the list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed .



12. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

i. General

- The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The grass cutting and maintenance Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the OHS Act 85 of 1993. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The grass cutting and maintenance Contractor is to ensure that he/she and all persons under his control on the DPWI premises shall adhere to the above specifications.
- The grass cutting and maintenance Contractor should note that he/she shall be held liable for any **anomalies** including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

ii. Health Risk and Medical Surveillance

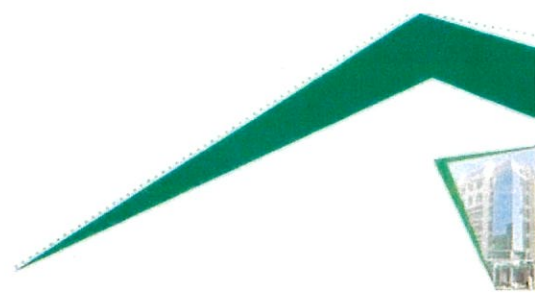
- The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. All workers (including Contractors) are to be included in the medical surveillance programme.
- Ergonomic risks are to be noted, and all workers (including those of Contractors) are to be included in the medical surveillance programme.
- All workers (including Contractors) are required to be in possession of a valid medical certificate of fitness prior to commencing work. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the grass cutting and maintenance Contractor has a medical surveillance plan. Full medical records are not to be placed in the H&S file.
- Given the potential health risks the following aspects are to be included in each medical surveillance intervention:
 1. Full medical, surgical and occupational history;
 2. Full physical examination of all systems; and
 3. Referral if required for the management of identified health issues that may affect the worker.
- Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:
 1. Audiometry (hearing tests); and
 2. Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

iii. Personal protective equipment and clothing

The contractor shall ensure that:

- all workers are issued with the necessary personal protective clothing;
- all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.



13. THE GRASS CUTTING AND MAINTENANCE CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the General Safety Regulation.

14. THE GRASS CUTTING AND MAINTENANCE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

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

- Working in confined spaces
- Use of Hazardous Chemical Substances
- Bending

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

15. GENERAL NOTES TO THE GRASS CUTTING AND MAINTENANCE CONTRACTOR

i. General requirements

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
- c) respond to the notices issued by the employer's health and safety agent as follows:
 - 1) Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
 - 2) Contravention Notice: rectify contravention as soon as possible;

Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so

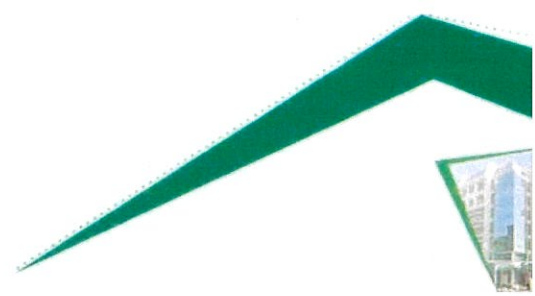
Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt under the sub heading "NON-CONFORMANCES" in the same document.

16. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Environmental Regulation 6. Poor housekeeping contributes to three major problems, namely:

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

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



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

NOTE: No employer (grass cutting and maintenance Contractor) shall require or permit any person to work at night or after hours.

Facilities

The site establishment plan shall make provision for:

a) Ablution facilities

The provision of ablution facilities shall be negotiated between the grass cutting and maintenance Contractor and Department of Public Works and Infrastructure.

b) Smoking Areas

Designated smoking areas shall be established by the grass cutting and maintenance Contractor.

c) Drinking Water Facilities

The grass cutting contractor shall ensure that drinking water is provided for at all times. The client has to make sure that this is catered for and provided.

d) Hazardous Chemical Substances Waste Removal

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

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

e) Personal Protective Equipment (PPE)

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

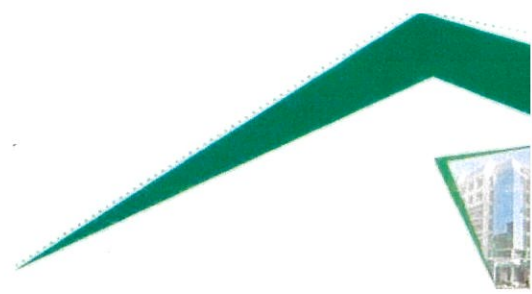
17. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the OHS Act 85 of 1993. The lists are:

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

a) Contractor Risk Assessment Process

The risk assessment process shall include:



- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Physical and mental capabilities of employees
 - iii. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

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

b) Risk Profile

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

c) Risk Based Inspection Program

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

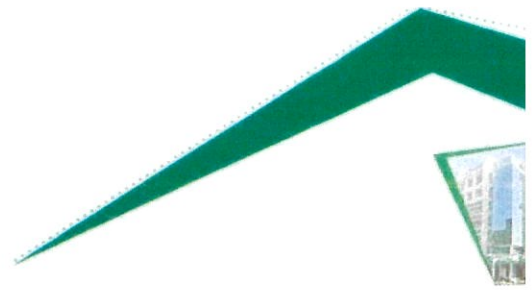
18. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

19. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or grass cutting and maintenance contractor H&S Plan; neither the grass cutting and maintenance Contractor shall have a claim for extension of time or any other compensation.

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non- conformance and/or activity stoppage
<ul style="list-style-type: none"> • Non-use of PPE supplied 	<ul style="list-style-type: none"> • Toilets not supplied or regularly serviced; • lack of drinking water 	<ul style="list-style-type: none"> • Contractors working without Health and Safety Plan approval
<ul style="list-style-type: none"> • Non completion of registers for plant and equipment on site 	<ul style="list-style-type: none"> • No certificates of fitness for workers as required 	<ul style="list-style-type: none"> • Workers transported in contravention of the OHS plan or legal requirements



<ul style="list-style-type: none"> Lack of H&S signage at work areas 	<ul style="list-style-type: none"> Working without training or the appropriate, approved H&S method statements 	<ul style="list-style-type: none"> Invalid Letters of Good Standing
<p>Minor: Penalty: R50/count</p>	<p>Medium: Penalty: R500/count and a non-conformance</p>	<p>Severe Penalty: R5000/count, a non-conformance and/or activity stoppage</p>
<ul style="list-style-type: none"> Tools and equipment identified in poor condition during inspections 		<ul style="list-style-type: none"> Any serious breach of legal requirements

1. Failure to Comply with Provisions

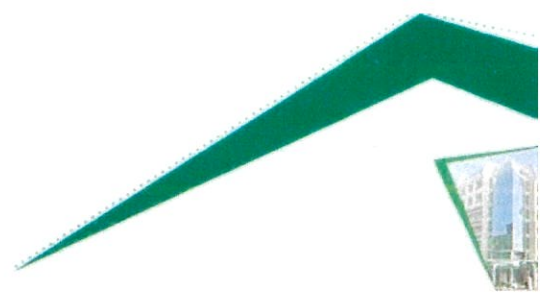
Failure or refusal on the part of the grass cutting and maintenance Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the project leader, shall be sufficient cause for the project leader to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the H&S Specification.
- (ii) In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Client's representative. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

20. INSPECTIONS, FORMAL ENQUIRES AND INCIDENTS

1. The contractor shall inform the relevant safety representative:
 - i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
 - ii. as soon as reasonably practicable of the occurrence of an incident on the site.
2. The contractor shall record all incidents and notify the clients representative (Project Leader) of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.
3. The contractor shall investigate all incidents and issue the clients representative (Project Leader) with copies of such investigations.
4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:



- i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
 - ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger;
 - iii. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.
5. The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

21. EMERGENCY PROCEDURES

The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

The contractor shall within 24 hours of an emergency taking place notify the clients representative in writing of the emergency and briefly outline what happened and how it was dealt with.



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

AND

.....

(Name of contractor/supplier/Agent/)

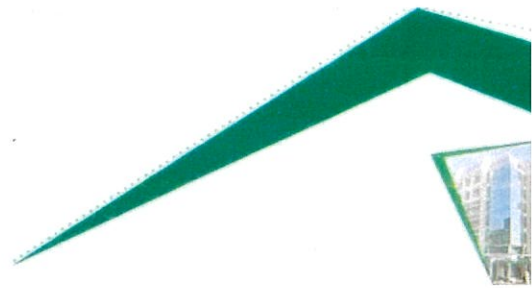
I, [(name)representing [*Insert name of contractor/supplier*], do hereby acknowledge that [*insert name of contractor/supplier*] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all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

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

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

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

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and



such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

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

Signed this day of 20 at

..... (Place)

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

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

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

1.

2.

Signed this day of 20.....

at (Place)

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

Behalf of **Department of Public Works.**

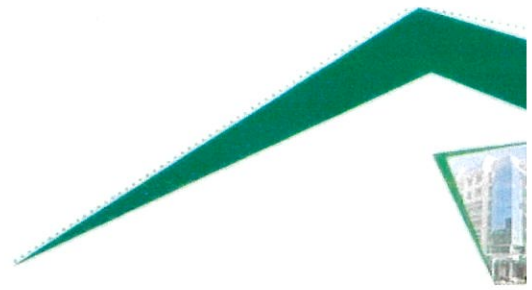
(Contracts and/or Project Manager or Department of Public Works representative)

Witnesses

1.

2.

PROJECT: _____
(full name AND site address of project)



(and full or proper description of project)

SCMU NO: _____

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS

Mr /Ms/Me - **PROJECT MANAGER**
 (add full details of the project manager)

.....

Mr /Ms/Me - **MANAGER**
 (add full details)

.....

Mr /Ms/Me **PRINCIPAL AGENT:**
 (full particulars of agent)

.....

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR: (full particulars of principle contractor / contractor)

.....

Mr /Ms/Me - **CLEANING MANAGER**
 (add full details of the head of the project)

.....



STREET

ROBERTS

ANGOR ROAD

TEAT

1650

EXPRESSWAY

446

4499

4567

4353

4421

2756

2157

FAIRLEY ROAD

BANGOR PLACE

DEVON ROAD

GALEDON STREET

LEEMIS STREET

LEEMIS STREET

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North End
Khumbulani High





l'annuaire

weescombe



Lorraine



Summerstrand



Dolittle
Pre-Primary
School

Cape Recife
Special
School

Pearson
High
School