

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: COM011/2024**

**TENDER FOR APPOINTMENT OF A CONTRACTOR FOR THE  
MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE  
AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT**

ENQUIRIES: Ms Nosidima Vumindaba  
YORK STREET  
GEORGE  
(044) 802 2900

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE  
6530

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

SUPPLIER DATABASE NO.: MAAA .....

TOTAL PRICE (INCLUDING VAT)	R
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### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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**B-BBEE certificates submitted with the tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSES AT 12H00 ON THURSDAY, 4 JULY 2024**

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## **BIDDER CONTACT DETAILS**

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NUMBER / NOMMER: COM011/2024**

Tenders are hereby invited for the tender of appointment of a service provider for the maintenance of all flowerbeds and young trees in George Area, for a period of three years, from date of appointment.

Completed tenders in a sealed envelope, clearly marked:

**Tender No. COM011/2024** must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Thursday, 4 July 2024**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

**A compulsory site meeting will be held in the Conference Hall, George Municipality Building, 71 York Street at 10:00 on Thursday, 19 June 2024.**

**Non-attendance of the compulsory briefing session will disqualify your tender.**

Tender documents are available at a non-refundable deposit of R267.95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.

For more information, contact Ms Nosidima Vumindaba or Sisanda Velembu at (044) 802 2900 or email at [nvumindaba@george.gov.za](mailto:nvumindaba@george.gov.za) or [svelembu@george.gov.za](mailto:svelembu@george.gov.za) .

The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

It will be required from the successful bidder to register on the Central Supplier Database (CSD).

**DR M GRATZ**  
**MUNICIPAL MANAGER**  
**GEORGE MUNICIPALITY**  
**GEORGE**  
**6530**

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT**

BID NUMBER: COM011/2024

CLOSING DATE: 4 JULY 2024

CLOSING TIME: 12:00

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.**

**DETAILS OF TENDERER**

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address	Postal Code _____
Physical address	
Contact Details of the <b>Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the <b>Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of <b>Person Responsible for Accounts / Invoices:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Name of Account Holder	
Account number	
Type of Account	

Signature of Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_  
NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: COM011/2024**  
**THE APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT**

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

## THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

**RESOLUTION** of a meeting of the Board of Directors / Members / Partners of

\_\_\_\_\_ NAME OF TENDERER

Held at \_\_\_\_\_ on \_\_\_\_\_  
(Place) (Date)

**RESOLVED THAT:**

1. The enterprise submits a Tender to the George Municipality in respect of the following:

**TENDER NUMBER: COM011/2024**  
**THE APPOINTMENT OF A CONTRACTOR FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

\_\_\_\_\_ and  
\_\_\_\_\_ and  
\_\_\_\_\_

2. Mr/Mrs/Ms \_\_\_\_\_

In his/her capacity as \_\_\_\_\_

and who will sign as follows: \_\_\_\_\_  
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accepts jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.

4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) \_\_\_\_\_

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

## JOINT VENTURE

Only to be completed if applicable

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise?	YES <input type="checkbox"/> NO <input type="checkbox"/>
CIDB Registration Number(s), if any:	

**Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.**

**SIGNED ON BEHALF OF JOINT VENTURE \_\_\_\_\_**

**SCHEDULE OF SUB-CONTRACTORS**

The Bidder shall list below the sub-contractors he/she proposes to employ for part(s) of the works/goods/services.

*If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if a sub-contractor/s not listed below is approved by the Employer.*

<b>Sub-Contractor's Name</b>	<b>Work Activities to be undertaken by the Sub-Contractor/s</b>	<b>Work Recently Executed by Sub-Contractor/s</b>

**TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ALL FLOWERBEDS, MOWING OF GRASS IN MUNICIPAL BUILDINGS AND PRUNING OF TREES IN GEORGE AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT**

**SPECIFICATIONS**

**NEED**

This tender call's for the total ongoing maintenance of flowerbeds , mowing of grass in municipal buildings, and pruning of young trees in all areas indicated in the attached schedules. This tender further call for the mowing and trimming of small high intensity areas indicated in the attached schedules. **The contract will run for a period not exceeding 3 Calander years.**

**SPECIFICATIONS**

1. The successful contractor must be able to ensure ALL necessary resources such as tools and equipment, stakes for support and protection of young shrubs/trees, herbicide application apparatus, herbicides, pesticides, fertilisers, clean water, etc. will at all times be available when required.
2. All the attached schedules are to be treated as indications only and therefore not guaranteed. George is divided into 4 portions are indicated below, and the total maintenance of flowerbeds, young trees and lawns in these areas are included in this contract. The volume of work in these areas differ somewhat and onus rests with the contractor to properly acquaint him/herself with conditions on the ground. Side-drains and gutters adjacent to beds should be kept clean. Contract will be awarded to one principal contractor. The four areas are
  - The greater George west of York Street and Herolds bay (**Far-West**)
  - George Central from traffic circle at Hope/York circle and Groeneweide (**West**)
  - Eastern part east of railway line and Schaapkop River to and including the Mall (**East**)
  - Far eastern part including Wilderness, Touwsranten, Kleinkrantz (**Far-West**)
3. **Flowerbeds** are to be kept neat and tidy at all times, especially in high season times. Activities include inter alia;
  - Pruning of young trees occurring within flowerbeds (up to average 6 meters high)
  - Very judicious spraying of weeds
  - Soil tiling or rotovating,

- Blanking of plants
  - Pruning, (ordinary and form pruning of shrubs and flowers, removal of dead and unwanted growth and materials, etc) as required with good horticultural practice
  - Weeding,
  - Watering (especially in dry spells and newly planted areas - water is to be obtained from dams at entrances, wastewater plants or brought from municipality and carted by own transport),
  - Fertilising and feeding all young plants in August of every year (must buy prescribed fertiliser),
  - Pesticide application (must buy their own pesticides and use as directed by the relevant official),
  - Collecting and carting away of litter and refuse in subject areas
  - Carting away of plant waste generated in above activities
  - Any related activity required, i.e erosion measures, special protection measures, etc
  - Any related activity such may be required
4. **Flowerbeds** at all civic centres, libraries clinics and tourism offices are included, both on the outside and within and between buildings. In addition to the above, the following requirements apply to flowerbeds, trees, and lawns at the George Civic Centre and Offices
- At least one multi skilled worker must be present at all times for the full day from 07h30 to 15h00 for **5 days** per week from Monday to Friday
  - All litter to be picked up and rubbish bins to be cleaned daily and emptied into bulk bins
  - Plant residue and cuttings to be carted away by contractor on daily basis
  - Proper turf/lawn management and lawn must be weeded regularly to keep grass clean of any broadleaved weeds.
  - Blanking/transplant of perennials – plant stock to be supplied by Municipality
5. Pruning and tending of **young trees**, (trees approximately below 6m in height) which includes replacing vandalised trees in the George Civic centres, tourism offices, (plant material to be supplied by George Municipality), watering in very dry periods, maintain soils, weeding fertilising when required (August/September, annually), any activity required by the relevant parks officials maintain vigour of trees.
6. Pruning of trees as and when required in road verges.
7. Cutting and removal of large trees from 1m diameter trunk as and when required

8. Parks and **lawns** are to be kept neat and tidy at all times, especially in high season times. All areas and Council properties requiring mowing by moto-manual means are included in this tender. Activities include inter alia;
  - Mowing, Grasses to be cut within 38 mm above natural ground level
  - The whole area is to be neatly trimmed, also around the edges and against walls and fences.
  - Weeding along edges and fences,
  - Weeding in medians along the main roads.
  - Mowing of lawns to appear neat and tidy at all times.
  - An estimated 19 cycles per year will be required, approximately
  - Once a month for May, June, July, August and September (5 x 1 = 5);
  - Twice a month for October, November, December, January, February, March and April (7 x 2 = 14)
  - The cut grass must be cleaned and picked up from site
9. All scheduled mowing/grass cutting activities are to be completed per area within 24 hrs, i.e if grass is cut then trimming of edges has to take place either the same day of the following day. The only exception is point 12 above.
10. No herbicides will be used at the entrances to, and main routes in the city of George, any use of herbicides is strictly forbidden and contravention of this rule could lead to breach of this contract.
11. Please note that a penalty fee the equivalent of a percentage of the invoice value will be charged in the event that work is incomplete, substandard or unsatisfactorily done. The percentage to be charged will be at the sole discretion of the contract manager in charge.
12. Areas or activities may be altered, added or withdrawn, upon mutual agreement, but finally at the sole discretion of the relevant official. A separate price will be required for additional work areas that will be added on the contract. This price will however be negotiated with the relevant official.
13. All contract staff should be clearly identified with company name on reflective bibs and contractors will be expected to submit Health and Safety Plans 2 weeks after appointment.
14. For evaluation purposes, tenders must quote a fixed price per cutting schedule as well as a price per month per area even though the work is seasonal and might fluctuate. The attached schedules must be filled out in full. Payments will be made against invoice on a monthly basis. Invoices must be accompanied by full description of work undertaken in prescribed format. It is most important that the areas appear neat and tidy at all times.

15. The equipment and resources required may include;

- Transport (labour, equipment, tools and water, etc)
- All necessary safety equipment (incl fresh water, first aid, etc.)
- Appropriate ablution measures,
- Watercart with pump and filling pump,
- Spraying apparatus and equipment,
- Fertilising and sowing equipment,
- Rotovators, chainsaws, pruning saws, secateurs
- Weeders,
- Handtools (rakes, hoes, forks, spades etc)

<b>PRICING SCHEDULE</b>			
<b>SECT</b>	<b>NO.</b>	<b>AREA DETAILS</b>	<b>PRICE PER CYCLE (VAT INCLUDED)</b>
<b>THE GREATER GEORGE WEST OF YORK STREET AND HEROLDSBAY</b>			
<b>A</b>		<b>GRASS CUTTING</b>	
	1	LIBRARY BLANCO	R
	2	TRAFFIC ISLE 1 & 2 @ CLINIC BLANCO	R
	3	SAFEHOME BLANCO	R
	4	WITFONTEIN RD CIRCLE	R
	5	WITFONTEIN RD CIRCLE	R
	6	WITFONTEIN RD CLEN HEALTH TRAFFIC CIRCLE	R
	7	APPLE STREET	R
	8	PLATTNER BOULEVARD CIRCLE	R
	9	HOSPITAL DAVIDSON RD & STADION CIRCLE	R
	10	DAVIDSON COURT	R

	11	EXTENSION RD CIRCLE	R
	12	CHARLES STREET FLATS	R
	13	LIBRARY CALEDON STREET	R
	14	ROOIDRAAI RD ENTRANCE TO H/BAY	R
	15	HEROLDSBAY CARAVANPARK	R
	16	HEROLDSBAY BEACHFRONT	R
<b>SUBTOTAL (VAT INCLUDED)</b>			R
		<b>PLANT BEDS</b>	R
	1	BED OUDTSHOORN ENTRANCE	R
	2	BEDS WITFONTEINWEG/GEORGE ROAD	R
	3	BEDS BLANCO BRIDGE	R
	4	CIRCLES PLANET FITNESS X 2	R
	5	BEDS OPPOSITE BLANCO LIBRARY	R
	6	BEDS HEROLDSBAAI	R

	7	CIRCLES KING GEORGE X 3	R
	8	HOSPITAL CIRCLES	R
	9	BEDS HOSPITAL DAVIDSONWEG	R
	10	AGAPANTHUS BEDS AT GEORGE GOLFCOURSE	R
	11	BEDS AT OUTENIQUA STADIUM PARKING LOT	R
	12	BEDS AT APPLE AND SPICE PARK	R
<b>TOTAL (VAT INCLUDED)</b>			
<b>GEORGE CENTRAL HOPE/YORK STREETS CIVIC, COURTENAY STREET</b>			
<b>B</b>		<b>GRASS CUTTING</b>	R
	1	ENGINEERING (OLD TOWN HOUSE)	R
	2	ENVIRONMENTAL MEADESTR 82	R
	3	HIV/ ASST MUN MANADER (SANLAM)	R
	4	LAW ENFORCEMENT	R
	5	CLINIC	R

	6	THE WHOLE YORK STREEET RESERVE	R
	7	THE WHOLE YORK DAVIDSON RD RESERVE	R
	8	THE WHOLE COURTNEY RESERVE	R
	9	TOURISM OFFICES	R
	10	ELECTRO SERVICES/STORES (KAMPE)	R
	11	MEMORIUM CEMETERY	R
<b>SUBTOTAL (VAT INCLUDED)</b>			
		<b>PLANT BEDS</b>	
	1	ONDER BOME IN YORKSTRAAT	R
	2	ONDER BOME IN HIBERNIA EN MEADESTRAAT	R
	3	BEDS COURTNEY TO RAILWAYBRIDGE	R
	4	GEORGE CIVIC & PARKING AREA	R
	5	BLOUMTUINTJIES IN YORKSTRAAT	R
	6	ALL BEDS and UNDER TREES ALONG COURTNEY STREET TO	R

		RAILWAY	
	7	UNDER TREES IN HIBERNIA, MEADE, MARKET & VICTORIA STREETS	R
	8	UNDER TREES IN PARKING AREAS CATHERAL & VAN DER STEL & DONNERAILE	R
	9	SIRKEL MUSEUM	R
<b>TOTAL (VAT INCLUDED)</b>			
<b>THE WHOLE OF PACALTS DORP UP TO HOPE/YORK CIRCLE AND GROENEWEIDE</b>			
<b>C</b>		<b>GRASS CUTTING</b>	
	1	TRAFFIC PACALTS DORP & CARETAKER HOUSE	R
	2	COMMUNITY HALL PACS	R
	3	LIBRARY & POST OFFICE	R
	4	CLINIC PACS	R
	5	AREA MANAGER PACS	R
	6	PACS AMPHITHEATER	R

	7	GWAING MOUTH INCL ALL CAMPING AREAS	R
	8	ROOIKRANSIE	R
	9	ELECTRICAL SUB STATION DELVILLE PARK	R
	10	MORIA HOUSE OLYMPIC DRIVE	R
	11	TOURISM CENTRE PACALTS DORP	R
	12	GRASS VERGES AT GROENEWEIDE	R
<b>SUBTOTAL (VAT INCLUDED)</b>			
		<b>PLANT BEDS</b>	R
	1	BEDDING/BULT BY STANMAR WISSELAAR	R
	2	BEDS NEAR STANMAR	R
	3	AGAPANTHUS BEDS AT VLEISPRESS	R
	4	GROENEWEIDE ENTRANCE	R
	5	BEDS OPPOSITE GROENEWEIDE	R
	6	CIRCLE KROKODILPLAAS EN GROENEWEIDE	R

	7	ENTRANCE DELVILLE PARK	R
	8	BEDS BEACH ROAD	R
	9	BEDS BY PACS TRAFFIC DEPT & OPPOSITE TEST CENTRE	R
	10	BEDS INFRONT OF PACS PRIMARY SCHOOL	R
	11	AGAPANTHUS BEDS AT BEACH ROAD & DELVILLE PARK	R
<b>TOTAL (VAT INCLUDED)</b>			
<b>EASTERN PART EAST RAILWAY LINE AND SCHAAPKOP RIVERUP TO AND INCLUDING THE MALL</b>			
<b>D</b>		<b>GRASS CUTTING</b>	R
	1	PW BOTHA BLVD CIRCLE (ABBATOIR AFDRAAI)	R
	2	CONVILLE CENTRE	R
	3	CONVILLE CIVIC & LIBRARY	R
	4	CONVILLE CLINIC	R
	5	THE WHOLE SANDKRAAL RESERVE	R

	6	LAWAAIKAMP CRECHE/DSAFEHOUSE	R
	7	SANDKRAAL RD THEMBALETHU	R
	8	COMM HALL & LIBRARY THEMBALETHU	R
	9	CIVIC THEMBALETHU	R
	10	THEMBALETHU CRECHE	R
	11	PARKDENE CLINIC	R
	12	ROSEMOOR CIVIC	R
	13	LAWAAIKAMP CIVIC	R
	14	KINGSLEY CLOSE	R
	15	IMPALA/ST PAULS	R
	16	HONEY SUCKLE	R
	17	THUSONG & TOURISM CENTRE THEMBALETHU	R
	18	PARK Rd Middle	R
<b>SUBTOTAL(VAT INCLUDED)</b>			

		<b>PLANT BEDS</b>	
	1	BEDDING IN RANDSTENE BY VULSTASIE OORKANT CTM	R
	2	KNYSNA RD FROM RAILWAY LINE SOUTHWARDS	R
	3	BEDS EN BULTE NEAR PROTEADORP	R
	4	KNYSNA ROAD MIDDELMANNETJIES	R
	5	KRAAIBOSCH & BLUE MOUNTAIN ENTRANCES	R
	6	BEDS BY MALL ENTRANCE & CIRCLE X 2	R
	7	NELSON MANDELA TRAFFIC ISLANDS	R
	8	NELSON MANDELA ROAD VERGES	R
	9	PARK RD TRAFFIC CIRCLE	R
	10	ROAD VERGE IN FRONT OF TOWN LODGE	R
	11	TRAFFIC ISLANDS AND CIRCLES X 2 INFRONT OF GR MALL	R
<b>TOTAL (VAT INCLUDED)</b>			
<b>FAR EASTERN PART INCLUDING WILDERNESS, TOUWSRANTEN,</b>			

<b>KLEINKRANTZ</b>			
<b>E</b>		<b>GRASS CUTTING</b>	R
	1	MILKWOOD CENTRE (WILDERNESS)	R
	2	KINGFISHER 1	R
	3	KINGFISHER 2	R
	4	HOLIDAY INN SYPAADJIE (N2)	R
	5	WILDERNESS WATERWORKS	R
	6	POSTOFFICE HOEKWIL	R
	7	FIRE STATION HOEKWIL	R
	8	LEENTJIESKLIP	R
	9	TOUWSRANTEN 1542	R
	10	TOUWSRANTEN 1547	R
	11	TOUWRANTEN 1549 & 1550	R
<b>SUBTOTAL (VAT INCLUDED)</b>			R

		<b>PLANT BEDS</b>	
	1	WILDERNESS WINKLES	R
		<b>SUBTOTAL</b>	R
<b>F</b>		<b>PRUNING OF TREES FOR ATLEAST 1M OF THE CROWN</b>	<b>PRICE PER TREE AS AND WHEN REQUIRED</b>
1.		1KNYSNA ROAD, YORK STREET, CJ LANGENHOVEN, <b>COURTENAY</b> STREET, CALEDON STREET, WITFONTEIN ROAD, KING GEORGE DRIVE	R
<b>G</b>		<b>CUTTING AND REMOVAL OF TREES WITH 1M DIAMETER TRUNK</b>	<b>PRICE PER TREE AS AND WHEN REQUIRED</b>
		<b>TOTAL (YEAR 1)</b>	R
		<b>TOTAL (YEAR 2)</b>	R
		<b>TOTAL (YEAR 3)</b>	R
		<b>GRAND TOTAL (YEAR1 + YEAR 2 + YEAR 3) VAT INCLUDED</b>	R



## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_ duly assigned to represent the service provider for the purpose of this tender, hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule/s.**

I/we agree that this offer shall remain valid for a period of **120 days** commencing from the closing date and time of this tender.

I/we further agree that:

This tender and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our tender within the period for which I/we have agreed that the tender shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our tender or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other tender or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our tender is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of tenders involved.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be completed and signed to be considered provisionally responsive.**

## ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the tender data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR D ADONIS**

Signature: \_\_\_\_\_

Capacity: **DIRECTOR: COMMUNITY SERVICES**

Date: \_\_\_\_\_

For the Employer: **GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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 Part 2.]
Signature of Bidder	.....			Date	.....

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.
- 1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]

2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	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 1.3 ABOVE.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: .....	

<p>3.9 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars. ..... .....</p>	<p><b>YES / NO</b></p>
<p>3.10 3.10.1</p>	<p>Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: ..... .....</p>	<p><b>YES / NO</b></p>
<p>3.11 3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: ..... .....</p>	<p><b>YES / NO</b></p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p><b>YES / NO</b></p>

	<p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:                  .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:                  .....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....	.....
Signature	Date
.....	.....
Capacity	Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

## 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

*(Delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest 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;
- (b) BBBEE; and
- (c) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80/90
<b>BBBEE</b>	10/5
<b>SPECIFIC GOALS</b>	10/5
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

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 regarding 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \mathbf{P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

P<sub>s</sub> = Points scored for price of tender under consideration

P<sub>t</sub> = Price of tender under consideration

P<sub>min</sub> = 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10}
 \end{array}$$

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
 Pt = Price of tender under consideration  
 Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR BBBEE AND 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:

##### 4.1.1 Points awarded for B-BBEE Level of Contributor

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBBEE certificate, failure to attach no points will be awarded for BBBEE points.**

##### 4.1.2 Points awarded for Specific Goals

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route	6	3

District Municipality		
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

**Bidder’s MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points awarded for Specific Goals.**

**George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder’s claim of having a local office within the George Municipal area.**

**The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)**

**The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).**

- 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.

**5. BID DECLARATION**

Tenderers who claim points in respect of BBBEE must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. **Contribution to BBBEE: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and **must be substantiated by relevant proof of B-**

**BBEE status level of contributor.)**

**LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

**5.2. Contribution to specific Goals: ..... = .....(maximum of 5 or 10 points)**

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and **must be substantiated by relevant proof of address of a company office.**)

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name of company/firm.....

5.4. Company registration number: .....

5.5. 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]

5.6. 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 5.1 and 5.2, 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:	.....

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

3. I hereby declare under oath that:
  - The enterprise is \_\_\_\_\_ % black owned;
  - The enterprise is \_\_\_\_\_ % black woman owned;
  - Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature & stamp

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
  - 1 **Includes price quotations, advertised competitive bids, limited bids and proposals.**
  - 2 **Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_ (Bid Number and Description)

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

**MBD9**

6. 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> 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.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

<b>Tender Number: COM011/2024</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
 (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

\_\_\_\_\_  
 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2024

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed NOT APPLICABLE with a reason and THIS DECLARATION **MUST** STILL BE COMPLETED AND SIGNED. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

## **GEORGE MUNICIPALITY PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

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## **General Conditions of Contract**

### 1. Definitions:

1. 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 supplier, 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 supplier 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 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 supplier bearing all risks and charges involved until the goods 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 supplier and not involving the supplier'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 supplier 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing 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 goods 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 supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “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 indicated 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 on the municipality/municipal entity 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 supplier 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 supplier 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 supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier 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 the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security:
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful 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 supplier'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 supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses:
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises 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 clauses 8.2 and 8.3 show the goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 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. Packing:
- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, 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 supplier 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 supplier 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 supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier'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 supplier 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 supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
  - (b) in the event of termination of production of the spare parts:
    - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) 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 supplier 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 supplier 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 supplier, 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 supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier 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 supplier, 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 supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment 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 supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices:

17.1 Prices charged by the supplier 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. Variation orders:

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 goods or render the services as such. In cases of measurable 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. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier 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 supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.

- 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling 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 supplier'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 supplier.

22. Penalties:

- 22.1 Subject to GCC Clause 25, if the supplier 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 goods 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.

23. Termination for default:

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier 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 supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 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 supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or

person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-Dumping and Counter-Vailing duties and rights:

24.1 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier 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.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

26. Termination for insolvency:

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, 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.

27. Settlement of disputes:

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.
- 27.2 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 supplier 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 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 supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;  
(a) the supplier 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 supplier to pay penalties and/or damages to the purchaser; and  
(b) the aggregate liability of the supplier 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.

29. Governing language:

- 29.1 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.

30. Applicable law:

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

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier 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.
- 31.2 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.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 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.
- 32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts:

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

34. Amendment of contracts:

- 34.1 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.

35. Prohibition of restrictive practices:

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties are contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.


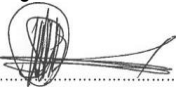
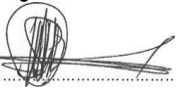


**CLIENT  
BASELINE RISK ASSESSMENT  
FOR THE MAINTANANCE OF  
ALL FLOWERBEDS AND  
YOUNG TREES IN GEORGE  
AREAS**

24 May 2024.

**SIGNING OF THE ORIGINAL DOCUMENT**

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by our internal procedure.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date:	Name: X. Redcliffe	Name: L. Mzamo	Name: L. Mzamo
27-05-2024	Signature: 	Signature: 	Signature: 

CLIENT: GEORGE MUNICIPALITY

DOCUMENT NAME: CLIENT BASELINE RISK ASSESSMENT

PROJECT NAME: MAINTANANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE AREAS

HEALTH AND SAFETY AGENT: XAKS CONSULTING (Pty) Ltd

XAVIER REDCLIFFE

PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT - Pr. CHSA/56/2017 SACPCMP

XAKS Consulting (Pty)Ltd

MR. XAVIER REDCLIFFE

Pr. CHSA/56/2017 SACPCMP

Contact: 078 546 3529

E-mail: [xavier.redcliffe@xaks.co.za](mailto:xavier.redcliffe@xaks.co.za)

[www.xaks.co.za](http://www.xaks.co.za)

Content:

1. Introduction
2. Risk profile
3. Baseline Risk Assessment
4. Annexure of Acknowledgement

## CLIENT BASELINE RISK ASSESSMENT

### 1. Introduction:

The project entails the Maintenance of flowerbeds and young trees in George Areas as directed by George Municipality.

The successful contractor shall be responsible for the Maintenance of flowerbeds and young trees in George Areas which includes the pruning of young trees occurring within flowerbeds (up to average 6 meters high), spraying of weeds, soil tiling or rotovating, blanking of plants, pruning of shrubs and flowers, removal of dead and unwanted growth and materials, weeding, watering, fertilising and feeding all young plants, herbicide and pesticide application, mowing/cutting of grass, collecting and carting away of litter and refuse in subject areas, carting away of plant waste generated in above activities, any related activity required, i.e. erosion measures, special protection measures, etc at various facilities when required. Note should be taken that these work areas are all based in urban areas where members of the public have direct access to during and after office hours.

### 2. Risk Profile

The risk profile is identifying the key areas of risk exposure that the client is highlighting to be considered by the respective contractors as part of the project:

- I. Public safety risks
- II. Possible Community interaction and unrest
- III. Exposure to Hazardous chemical substances
- IV. Manual handling & related ergonomic stressors
- V. Grass Cutting operations
- VI. Transportation, to and from site;
- VII. Manual labour for physical tasks;
- VIII. Inclement weather conditions
- IX. Dust, noise, vibration exposure
- X. Use of machinery risks
- XI. Use of hand tools
- XII. Weeding/Spraying of weeds
- XIII. Plant Waste
- XIV. Chainsaw operations
- XV. Handsaw operations
- XVI. Property Damage

### 3. Baseline Risk Assessment:

The risks identified in this assessment relates to the client’s duties, the Service Provider and all other contractors appointed on this project will be required to develop a detailed baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works.

No	Processes	Potential Hazards	Risk
1.	Poor management of socio -economic risks	Exposure to criminal activities on site	Injuries, damages and theft
2.	Known/unknown services for water and Electricity	Electrocution, water leaks	Shock and burns
3.	Access and transport on and to works areas	Unsafe Transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accident and fatalities. Personal injuries of non-workers due easy unauthorized access.
4.	Off-loading equipment, machinery, materials	Manual lifting - movement of equipment	Ergonomic strain, crush, death
5.	Stacking & Storage	Improper storage of equipment	Manual handling and injuries
6.	Dust exposure	Activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site
7.	Noise exposure	Activities generating noise	Noise induced hearing loss
8.	Whole Body and hand vibration	Machinery operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
9.	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping	Rubble polluting, illegal dumping
10.	Exposure to adverse weather conditions and negative environmental conditions	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer

No	Processes	Potential Hazards	Risk
11.	Use/Handling of machinery and portable electrical equipment	Use of unsafe equipment, exposure to moving parts And placement of equipment	Serious injuries and amputations
12.	Working on slippery surfaces (wet and muddy)	Slipping and falling	Serious injuries, deaths
13.	Poor management of socio -economic risks	Exposure to crime on site	Injuries, damages and theft
14.	General work	Hand tools- small portable electrical tools- manual handling- sharp articles -electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure -ergonomic strain - electrical shock -fire
15.	Sharp tree edges	Exposure to sharp tree, branch and leaf edges	Injuries and damages
16.	Lifting, rigging operations	Unsafe lifting and lowering of articles	Falling articles- severe injury, death
17.	Safe Clearances Distances of electrical overhead lines	Unsafe practice	Electrocutions
18.	Manual lifting and rigging.	Unsafe rigging equipment and unsafe rigging methodology, Ergonomic stress	Back and other muscular injury or disease Crane collapse, falling equipment's, serious injuries and fatalities
19.	Lack of traffic management	Unsafe transportation, lack traffic control	Motor vehicle accident, fatalities and Disruptions
20.	Mobile plant operations	Mobile plant and truck movement	Accidents
21.	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to fatal injuries

No	Processes	Potential Hazards	Risk
22.	Handling of heavy objects	Unsafe lifting articles and placement of equipment	Serious injuries and amputations
23.	Public Health and Safety	Materials obstructing path, and unsafe site conditions	Lacerations, fractures, skin, eye, trips and falls, etc.
24.	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer
25.	Use of chemical substances	Herbicide, pesticides, poisonous substances and fertilizer	HCS-specific illness
26.	Community unrest	Unforeseen unrest from community members	Property damage, project delays
27.	Waste management	Waste accumulation	Ground pollution, illegal dumping, crime
28.	Property damage	Exposure to public vehicles and property	Damage to public vehicles, Damage to public property
29.	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical mechanical equipment	Whole body Vibration back and muscular strain
30.	Working at heights	Ergonomic hazards Collapse	Strains Serious injuries- multiple persons- fatality
31.	Use of ladder	Collapsing -fall -drop	Severe injury- fatality

**4. Annexure of Acknowledgement**

**Acknowledgement:**

I, \_\_\_\_\_ representing

\_\_\_\_\_ Service Provider have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

\_\_\_\_\_  
Signature of Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date



**HEALTH AND SAFETY  
SPECIFICATION  
FOR THE MAINTANANCE OF ALL  
FLOWERBEDS AND YOUNG TREES  
IN GEORGE AREAS**

27 May 2024  
Revision 0

## DOCUMENT INFORMATION SHEET

**Title of Document** : H&S Specification for the maintenance of all flowerbeds and young trees in George Areas  
**Type of Report** : H&S Specification  
**Prepared for** : Tender Documents/Bidders  
**Date of Issue** : 29 May 2024

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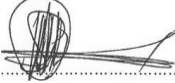
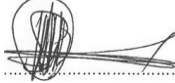
## DOCUMENT CONTROL SHEET

**PROJECT NAME** : Maintenance of all flowerbeds and young trees in George Areas  
**DOCUMENT TITLE** : H&S Specification for maintenance of all flowerbeds and young trees in George Areas  
**DOCUMENT NUMBER** : XAKS-SPEC-WC-G-55

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### SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure: Management of Controlled Documents.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 29 May 2024	Name: X. Redcliffe	Name: L. Mzamo	Name: L. Mzamo
	Signature: 	Signature: 	Signature: 

### REVISION CHART

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Revision Number	Alteration	Date
1		
2		
3		
4		
5		

XAKS Consulting (Pty)Ltd  
MR. XAVIER REDCLIFFE  
Pr. CHSA/56/2017 SACPCMP  
Contact: 078 546 3529  
E-mail: [xavier.redcliffe@xaks.co.za](mailto:xavier.redcliffe@xaks.co.za)  
[www.xaks.co.za](http://www.xaks.co.za)

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- ANNEXURE A – Acknowledgement of this specification by the Service Provider
- ANNEXURE B – Client Baseline Risk Assessment

## 1. Definitions

For the purpose of this Health and Safety Specification, all definitions in the Occupational Health and Safety Act & Regulations, the abbreviations and the definitions given hereunder shall apply:

1. **“Agent”** refers to **Xaks Consulting (Pty) Ltd** represented by a Professional Health and Safety Agent appointed to act on behalf of the Client, and who is appointed in writing.
2. **“Client”** refers to George Municipality.
3. **“COIDA”** means Compensation for Occupational Injuries and Diseases Act 130 of 1993
4. **“Competent person”** means a person who-
  - a. has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification 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 Act and with the applicable regulations made under the Act;
5. **“Manager”** means a competent person responsible for the management of the physical processes and the coordination, administration and management of resources on a site including overseeing occupational health and safety;
6. **“Site”** means the approved footprint and grounds where work is being performed as part of this contract.
7. **“Supervisor”** means a competent person responsible for supervising activities on a site;
8. **“Vehicle”** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the site for the purposes of performing work; and, includes a bakkie or LDV used by the Service Provider or any contractor
9. **“HSS”** refers to this document, the Health & Safety Specification
10. **“COC”** refers to Certificate of Compliance.
11. **“DSTI”** refers to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees
12. **“H&S”** refers to Health and Safety
13. **“Health and Safety Plan”** refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
14. **“Health and Safety Specification”** refers to a documented specification of all health and safety requirements pertaining to the associated works on a site, so as to ensure the health and safety of persons.

15. **“medical certificate of fitness”** means a valid medical certificate of fitness; such medical testing shall be relevant to the risks of the work performed on site and shall conform to the Occupational Health and Safety Act and Regulations and to the requirements in this H&S specification.
16. **“Method statement”** refers to a document detailing the key step by step activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.
17. **“OHS Act”** refers to the Occupational Health & Safety Act of 1993
18. **“Service Provider”** means an employer who performs work for the client and who is appointed by the client.
19. **“Regulations”** refers to the Regulations issued under the Occupational Health & Safety Act.
20. **“S”** refers to a Section in the Occupational Health & Safety Act of 1993.
21. **“Sub-Contractor”** means an employer appointed by a contractor of the Service Provider to perform work on the Site; also means an employer appointed by a sub-contractor to perform work on the Site.

## 2. Project Purpose and Scope of works

The project entails the maintenance of all flowerbeds and young trees in George Areas.

The successful contractor shall be responsible for the maintenance of all flowerbeds and young trees in George Areas as directed by the Client. That includes:

- Pruning of young trees occurring within flowerbeds (up to average 6 meters high)
- Spraying of weeds
- Soil tiling or rotovating,
- Blanking of plants,
- Pruning of shrubs and flowers, removal of dead and unwanted growth and materials,
- Weeding,
- Watering,
- Fertilising and feeding all young plants,
- Herbicide and Pesticide application.
- Mowing/Cutting of grass
- Collecting and carting away of litter and refuse in subject areas
- Carting away of plant waste generated in above activities
- Any related activity required, i.e erosion measures, special protection measures, etc

## 3. Introduction

1. This Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993 (OHS Act).

2. The HSS does not replace the OHS Act, but is a supplementary specification as required in terms of the OHS Act.
3. Partial references to or quotes from the OHS Act do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
4. The Service Provider with all other sub-contractors is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act in the Health and Safety Plan and the implementation thereof.
5. The client is committed to ensuring that the highest standards of health and safety prevail and this HSS may contain standards which are more onerous than the statutory standards.

#### **4. Limitation of liability**

1. The client or its Agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the HSS or any project specific version thereof.
2. All contractors must ensure that articles, work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.
3. This HSS is developed to ensure that the Client and any bodies that enter into formal agreements with the Client such as Consultants, Service Providers, and Service Providers achieve an acceptable level of OHS performance. No advice, approval of any document required by the HSS or the Agent, such as hazard identification and risk assessment action plan or any other form of communication from the client or the Agent shall be construed as an acceptance of any obligation that absolves the Service Provider from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the client or the Agent which may result from the Service Provider failing to comply with the HSS.
4. The Service Provider shall enter into a Mandatory Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act. The Service Provider shall ensure that each contractor appointed by the Service Provider and each and sub-contractor appointed by a contractor also enter into a Mandatory Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act.
5. These agreements and appointments shall be included in the Service Provider's H&S file on site and be valid for the duration of the contractor's work on the site.

#### **5. Purpose of the H&S Specification**

1. The purpose of the HSS is to be used as the standard of H&S on this project on which Service Providers', Designers and other project representatives plan their project implementation thus ensuring safe work execution and legal compliance.
2. This HSS will be applicable to all work at this project.
3. All employees working on this site shall conform to the standard in the HSS. All the duties of a Service Provider in this HSS equally apply, in full, to contractors of such Service Provider and to sub-contractors of such contractors.

## 6. Implementation of the H&S Specification

1. This HSS forms an integral part of the Contract, and Service Providers are required to make it an integral part of their contracts with subcontractors and suppliers.
2. Any Service Provider submitting a tender for the for this project shall ensure that the tender contains sufficient evidence of:
  - a. Adequate provision for the cost of health and safety measures;
  - b. The Service Provider's access to and intention to appoint persons with the necessary competencies to carry out the work safely;
  - c. The Service Provider's access to the necessary resources to carry out the work safely;

## 7. Provision for the cost of H&S

1. The appointed Service Provider shall allow in their tenders for the cost of complying with the requirements of this HSS and the legislative requirements based on the project scope of works.
2. The Service Provider shall be required to submit the priced OHS BoQ to the Agent for verification and submission to the Department of labour during the application for the works permit if applicable.

	H&S cost item
1.	First aiders
2.	First aid kits
3.	Fire extinguishers
4.	PPE Risk based PPE considering the scope of works
5.	Waste bins on site and regular removal
6.	Signage
7	Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals
8	Medicals fitness examination

## 8. Scope

1. The detailed scope of works on this project is as per the detailed information as issued in the Tender Document.

2. This HSS covers the client's requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries during the work for this project. The scope addresses legal compliance, hazard identification and risk assessment, and the promotion of a health and safety culture amongst those working on this project.
3. The HSS contains clauses that are generally applicable to building, engineering and imposes controls associated with activities that impact on human health and safety.
4. The Service Provider is required to comply with the provisions of the OHSA, all applicable Regulations, relevant SANS codes, and this HSS.
5. The Agent will monitor the Service Provider's compliance with the requirements of the OHSA and their H&S Plan.

## **9. Manager**

1. The Service Provider shall appoint a full-time competent person as the manager with the duty of managing all the work on the Site.
2. The manager must be exclusively dedicated to this project.
3. The manager shall ensure that the H&S plan is applied from the commencement of and for the duration of the work.
4. The manager shall open and keep the Site health and safety file and ensure that, at all times, this file is on site and available to an inspector, the client, the client's agent or a contractor.
5. The manager shall provide contractors and sub-contractors with this HSS.
6. The manager shall ensure that all contractors appointed by the Service Provider have an approved H&S plan, prior to appointing the contractor and prior to allowing the contractor to start working on site.
7. The manager shall ensure that contractors have evidence of both registration and good standing in terms of COIDA and shall not permit any contractor to start work or to continue with work on site unless a valid Certificate of Good Standing is on site.
8. Additional to the requirements of the OHS Act, the Service Providers' manager shall ensure that all sub-contractors appointed by any of the contractors of the Service Provider comply with the regulations and, in particular, the manager shall:
  - a. Ensure that employees of these contractors are also inducted in the H&S induction program of the Service Provider;
  - b. Inform the Client Agent in writing (via e-mail) whenever a contractor or sub-contractor's H&S plan is approved.
9. The manager shall ensure that monthly site audits and document verification is conducted of all contractors and all sub- contractors on site.
10. The manager shall stop all work which is not in accordance with this HSS or with the Service Provider's health and safety plan or which poses a threat to the health and safety of persons.

11. The manager shall ensure that, where changes are brought about to the design and on the site, sufficient health and safety information and appropriate resources are made available to any contractor to which the changes apply.

## **10. Health and Safety Representative**

1. The Service Provider shall appoint a competent Health and Safety Representative for the work.
2. The Health and Safety Representative shall be on the site however he/she should be on site.
3. The Service Provider shall define the duties of the appointed Health and Safety Representative in the H&S file.
4. The Health and Safety Representative shall have a valid Health and Safety Representative Certificate.
5. Proof of competence and registration/proof of application & confirmation of the appointed Health and Safety Representative must be included in the H&S file and file.
6. The authority and relationship of the Health and Safety Representative with the manager must be documented in the H&S file.
7. The Health and Safety Representative should have access to resources such as mobile phone, laptop and printing machine to ensure all administrative requirements are implemented and adhered too.

## **11. Hazard Identification and Risk Assessment**

1. The Service Provider shall appoint a competent person to perform a site-specific baseline- and, thereafter, ongoing issue-based hazard identification and risk assessment. There may be more than one risk assessor appointed if this is required.
2. The competent risk assessor shall form part of the full-time team working on the site.
3. The risk assessment must be based on the scope of work, the site-specific materials required, and the site-specific machinery, equipment and structures applied during the project.
4. The client requires that an additional risk assessment is conducted and submitted to the Agent for verification when:
  - a. A new machine is introduced onto site
  - b. A system for work is changed or operations altered
  - c. After an incident or near miss has occurred
  - d. New knowledge comes to light and information is received which may influence the level of risk to employees on site.
5. All risk assessments shall be conducted in terms of an acceptable and documented methodology and control measure must comply to the hierarchy of controls prior to commencement of work and in accordance with the provisions of the CR.
  - a. The baseline risk assessment shall documented.

- b. Issue-based risk assessment, risk monitoring and risk review shall be done at the hand of pre-task risk assessment communicated to all employers; a system of daily safe task instructions may be used. The risk assessment must include:
      - i. A daily tasks/activity list, step by step
      - ii. A daily documented listing of hazardous events
      - iii. A daily documented listing of H&S risk controls
      - iv. Proof of communication of the above to all employees: the client requires that the Service Provider shall ensure that all employees on site are conversant with the content of the all relevant risk assessments, the appropriate measures to either eliminate or reduce the identified risks. The Service Provider shall outline to employees what role they are expected to play in the Risk Assessment and control measure process.
6. The Service Provider shall include a method for risk review ensuring that the all risks on site are adequately managed
7. All risk assessments must document all H&S controls. Should the Service Provider commence any work without a compliant risk assessment or should the risk assessment not reflect the activities being undertaken, the responsible contractor may be instructed to be immediately stop that specific activity, and the Service Provider will have no claim against the client in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

## 12. Health & Safety Plan and File

1. The Service Provider shall provide and maintain an H&S File, containing all relevant documents as prescribed in the OHSS, and all forms or records referred to that has relevance to specific legislation.
2. The H&S File shall be kept on site and available for inspection by the client Agent or the Department of Employment and Labour's Inspectors.
3. The content of the file is included in this specification, but additional items may be added.
4. The H&S plan should include and project background/introduction section taking into consideration the following:
  - I. Project name
  - II. Client details, name of responsible person and the business address
  - III. H&S CHSA details, name of responsible person and the business address
  - IV. Service Provider, name of responsible person (16.2 appointee) and business address
  - V. Completion project scope
5. The H&S plan should include a detailed site-specific overview of the
  - Scope of works and activities of the project; this overview must include all work controlled by the Service Provider, whether directly or through the services of a contractors or sub-contractors.

- An overview of the machinery and plant used in the project; this overview must include all machinery and plant directly or indirectly (through the services of a contractor or sub-contractor) controlled by the Service Provider.

#### H&S Plan Content & Numbering

1. Index of the H&S Plan
2. Project scope of works
3. Scope & activities, machinery, plant, equipment, hazardous articles to be used
4. Health and Safety Resources and Budget
5. Manager: duty, responsibility, authority, document control and communication
6. Health and Safety Representative: duty, responsibility, authority, document control, communication
7. Service Provider H&S management processes
8. Management of the issue-based risk-, risk review- and risk monitoring
9. H&S Induction training and H&S competency management
10. General record keeping management
11. Contractor and Sub-contractor management
12. Site communication management
13. First aid, accident & incident and emergency management
14. Fire prevention and equipment management
15. Safety signage management
16. Hazardous chemical substances management
17. Machinery, Hand tools and portable electrical equipment management
18. Occupational hygiene, occupational health and fitness for work management
19. PPE management
20. Safety Inspections and Inspection Register management
21. Internal Audit management
22. Waste management

### 13. Close-Out and Consolidated H&S file

1. The Service Provider shall compile a consolidated H&S file with supporting evidence as requested and hand this to the Agent at the end of the project for review and approval.
2. The consolidated H&S file shall be in electronic USB format.
3. The consolidated file shall include:
  - a. A copy of the Service Provider Contractual Appointment letter
  - b. The signed Service Provider Appointment with the Client
  - c. The signed 37.2 Agreement with the Client
  - d. The H&S file of the Service Provider, which, amongst the other, shall have dedicated chapters dealing with
    - i. Project H&S plan Approvals Record
    - ii. Project Contractor Baseline Risk Assessments
    - iii. Incidents registers & IOD investigation record
    - iv. COIDA Claim incidents and supporting medical treatment record

- v. Total Man-hours and Disabling Injury Frequency Rate statistics
  - vi. Minutes of the monthly Health and Safety Committee meetings
  - vii. Medicals records
  - viii. Record of project inductions
  - ix. List of equipment and physical conditions inspections conducted, samples included in the close out folder.
  - x. List of DSTI's conducted, samples included in the close out folder.
  - xi. List of awareness talks conducted, samples included in the close out folder.
4. Handover of the consolidated H&S file must be done within two weeks of all personnel having been demobilized (i.e. when nil man-hours are recorded).

#### **14. Induction and H&S awareness**

1. The Service Provider shall develop a documented project-specific induction training plan that must be submitted for approval by the Agent, to ensure that all employees on site are conversant with:
  - The risks of the project
  - The controls documented in the H&S file
  - The role of employees in ensuring health and safety on the site
  - The emergency arrangements that are put in place by the Service Provider
  - The general health and safety rules applicable to the site, inclusive of an introduction to whom the Manager, Supervisors and Safety Officer is on site.
2. The Service Provider shall ensure that all employees have gone through the induction training before commencing duties on site.
3. The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S file and the Service Provider is advised that a generic induction or a human-resource induction shall not be sufficient for the client to accept the H&S planning for the work.
4. When working on the site, each employee of any contractor and sub-contractor accessing the site, including management, shall complete the Service Providers' induction; the Service Provider shall ensure that none of his or his contractors' employees accesses the site unless having been inducted by the Service Provider. Each visitor to the site shall be inducted in the risks and risk controls which the visitor may be exposed to; the visitor's induction and method to ensure compliance shall be documented in the H&S file.

##### **H&S awareness**

- a) The Service Provider shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees.
- b) A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.
  - ii. Awareness training of management responsibility on site must be conducted with all management representatives including contractors and sub-contractors.

#### **15. Incidents, Accidents, Near Misses and Emergencies**

1. All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.

2. Each H&S incident, near miss and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S file.
3. Every accident shall be reported to the Agent; that is as soon as the manager and safety officer of the Service Provider becomes aware of it.
  - a. Such reporting must occur via direct contact (person-to-person, via telephone or email)
  - b. Incident Investigation process must be followed by competent role players and a preliminary investigation report must be submitted to the Agent within 24 hours for review and comment.
  - c. Final investigation must be finalized by the Service Provider and submitted to the Agent within 5 working days, unless requested otherwise.
4. A record of all incident investigations shall be kept in the health and safety file and all records shall be made available to the client without exception; this includes records relating to Section 24 of the OHSA.
5. Where a fatality or permanent disabling injury or any incident referred to in Section 24 occurs on the site, the Service Provider must ensure that the provincial director is provided with a report contemplated in section 24 of the Act, and that the report includes the measures that the Service Provider intends to implement to ensure a safe site as far as is reasonably practicable.
6. The emergency arrangements shall be displayed on site and shall include:
  - a. A comprehensive emergency and evacuation plan
  - b. An emergency flow chart
  - c. An updated list of emergency telephone numbers
7. A first aider must be on site in a full-time capacity irrespective of the number of employees on site.

## **16. Fire Risks, Fire Extinguishers and Fire Fighting Equipment**

1. No open fires are allowed on site.
2. No smoking is allowed on site, except in designated smoke areas, identified by the Service Provider. The H&S Plan shall include the Service Providers' arrangements for managing smoking on site.
3. All flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S file.
4. The Service Provider shall provide suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
5. Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Service Provider shall arrange for the training of the relevant personnel, in the use of fire extinguishers.
6. The fire extinguisher inspection registers and the letter of appointment of the competent inspector shall be included in the H&S file.

## **17. Machinery, Hand tools and Portable electrical equipment**

It is not envisaged that Portable electrical equipment will be used on this project, however should it be required the following shall be adhered to:

1. The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S File.
2. The Service Provider shall appoint a competent person to inspect all portable electrical tools and machinery. The letter of appointment and template of this inspection register shall be included in the H&S file.
3. The Service Provider shall include a method statement for the safe use of portable electrical tools, mowers, trimmers, spreaders, chainsaws, handsaws, scarifiers, aerators, weed eaters, brush cutters, air blowers and gardening hand tools.
4. Where applicable, the contractor shall include any 'electrical dangerous work procedure' in the H&S file

## **18. Public Health and Safety**

1. The site shall at all times be monitored by the Service Provider to prevent the unauthorized access of persons to works areas.
2. Appropriate health and safety signage and information shall be displayed strategically along all main roads leading to the site works areas.
3. All members entering site must indicate in what capacity they are visiting site a site register should be completed and on record by the Service Provider.
4. The Service Provider shall ensure that each person visiting the site shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.

## **19. Waste Management**

1. The Service Provider shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;
2. No hazardous waste, combustible materials and containers shall accumulate on the site;
3. The Service Provider shall document a waste management method statement in the H&S file. Such method statement shall include all liquid, gaseous or solid waste produced during the process.
4. Waste management must comply with the Environmental legislation.
5. All waste skips removed from site must be recorded and a proof of final deposit at a registered waste site (waste disposal certificate) must be on record in the H&S file.
6. Provision must be made to remove rubble from site.

## **20. Occupational Health**

1. The H&S file shall include:
  - a. All medical certificates of fitness for all employees working on the site, a list of all employees on site must be generated by the Service Provider and updated on a monthly basis. This list should include all sub-contractor as well.
2. The contractor should made provision for pre-employment, annual and exit medical examination.
3. The Service Provider and every contractor shall ensure that a person-job specification (PJS)is issued for each job title on the site. The PJS specification should be sent with each employee to the occupational medical practitioner in order for the medical testing and assessment to be relevant to the statutory requirements and the risk exposures.
4. All contractors shall use that occupational health examinations, medical surveillance and certificate of fitness are conducted for all employees working on the project.

## **21. Access, traffic management**

1. All employees working at the project should travel in a vehicles which have seats firmly secured and adequate for the number of employees to be carried;
2. No employee shall be transported together with goods or tools.
3. Each vehicle shall have a serviced portable fire extinguisher at all times.
4. The Service Provider shall ensure that all employees and visitors are aware and comply with the site's safe speed restriction, defined by the Service Provider at the hand of the risk assessment.
5. The Service Provider should assess the traffic flow and conditions before works commence in the various areas.

## **22. Special precautions**

1. The Service Provider shall ensure that each employee is made aware and signs an acknowledgment of understanding of the following health and safety hazards specific for work on site.
2. Annual Builders Shutdown Period:
  - a. If this project will run through the builder's shutdown period, the Service Provider shall submit a Shutdown Plan or Procedure that will illustrate who, how, when and what control measures will be implemented to ensure the footprint is rendered safe and risk free during the National Builders Shutdown period.
  - b. This submission must be issued to the Agent who will submit it to the Principal Agent for final approval.

## **23. Hazardous- Chemical Substances**

1. With respect to hazardous chemical substances used, the contractor shall ensure that:
  - a. All SDS are included in the H&S file
  - b. An HCS risk assessment is included in the H&S file
  - c. The safe use, storage, emergency procedures and safe disposal of hazardous substances are addressed in a method statement/s, included in the H&S file.
  - d. Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.

## **24. Personal Protective Equipment and Clothing**

1. The Service Provider shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the risk assessment.
2. All the contractors' employees shall wear full length overalls and shall wear identification with respect to the employer.
3. All employees performing work shall wear steel-capped safety boots and a hard hat.
4. Hard hat will only be compulsory during lifting of heavy equipment above shoulder level.
5. Employees working in the vicinity of mobile plant or vehicles shall wear a reflective vest; reflective stripes on overall do not meet the required visibility and shall not suffice.
6. The H&S Plan shall contain an outline of the PPE to be used and the management of such PPE on site, including the issuing of PPE, overnight storage, and all disposal of PPE.
7. Failure to use protective equipment as per the site risk assessment shall require disciplinary intervention and this process shall be documented in the site induction.

## **25. Signage**

1. The Service Provider shall erect and maintain quality safety signage.
2. The signage shall include, but is not limited to:
  - a. Access restrictions,
  - b. A sign indicating that all visitors must report to the site office and must be accompanied by the Service Provider when accessing the site
  - c. The name and telephone number of the responsible person(s)
  - d. Emergency telephone number(s)
  - e. PPE to be worn at the particular site

- f. Where falling objects may occur, relevant barricading and warning signs must be erected to safe guard fellow employee from being struck by.
- g. No unauthorize areas, such as open space/ archaeologist investigation

## **26. Use of Herbicides, pesticides or other poisonous substances**

1. A method statement shall be submitted to the Agent for approval regarding the type of poison, the product name, method of application, and method of cleaning application equipment, rate of application, material safety data and method of storage of such substances.
2. Only suitably qualified personnel approved by the Agent will be allowed to apply poisons. Persons applying poisons shall always wear appropriate protective clothing and masks to prevent contamination of the skin or inhalation.
3. Sprayed poisons shall only be applied in wind free conditions on clear days where there is no sign of rain.
4. Disposal of unused poisons and empty poison containers shall be according to the specifications of the manufacturer and may not be disposed of on the site.

## **27. Fall Protection and Fall Risk Work**

1. The work includes high-risk fall risk work.
2. The Principal Contractor and any contractor shall ensure that:
  - a. All fall risk work is planned and forms part of the daily safe task instructions; note that:
    - i. Work from a ladder or work where ladders are used as access tool are potential exposures of employee to falling either from, off or into and such work is considered 'heights work'
    - ii. There is no minimum of maximum height defining fall risk
    - iii. Fall risk work done on an ad hoc basis or which forms part of abnormal or emergency processes shall be risk assessed and employees shall be instructed in the safe work process prior to work commencing
  - b. Only trained and competent persons with a valid medical certificate of fitness are permitted to perform fall risk work
  - c. All medical certificates of fitness for fall risk work are issued by a registered occupational medical practitioner and are included in the H&S file
  - d. No person must be allowed to work under an area where there is a risk of falling tools or materials
  - e. Solid edge protection must be used as fall preventative measures

## 28. Ladders

1. Ladders shall be compliant to the statutory requirements.
2. Ladders shall only be used for the purpose for which they are designed.
3. Ladders shall be identified, inspected regularly and the record of the inspection shall be kept in the H&S file.
4. A-frame ladders shall have a patent spreader bar system.
5. Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.
6. No vertical ladders shall be accessed by any person unless firmly attached at the bottom and top or held in place by a fixed installation or a buddy.

## 29. Existing Services

1. The Principal Contractor should ensure an on-site assessment is to determine the existing services before commencement of work.
2. Upon identification of the existing services, mitigation measure should be implemented on site to ensure minimal disruption or risk exposures to employees. Safe clearance distances should be implemented for all known services on site and the movement and operations of mobile plant should be adequately planned and managed on site.
3. The contractor should therefore ensure the required wayleaves are obtained from the relevant authorities if required.
4. The Principal contractor should ensure safe working method are implemented on site with regards to working in close proximity of existing services.

## 30. Lifting machines and Lifting operations

The following shall apply to any lifting machines i.e. cranes, cherry picker, scissor lift used on site, including truck mounted cranes:

1. Each lifting machine shall have (in the cab or operating area), the following legal documents on site at all times:
  - The latest and up-to-date load certificate of the lifting machine;
  - A record of the 6-monthly inspection of the lifting machine by a registered inspector;
  - The operator(s) current license;
  - The operator(s) medical certificate of fitness, issued by an occupational medical practitioner;
  - The inspection register or certification of 3-monthly inspection of all lifting equipment used;
2. Where applicable, the H&S Plan shall include the method statement for the erection, maintenance, inspections and dismantling of the lifting machine.

3. The H&S Plan shall include the method statement for safe use of lifting machines, including the method of communication, the protection of fall zones and the method of determining whether the weather permits safe lifting work.
4. Any fixed lifting machine load test certificates shall be included in the H&S file.
5. All lifting equipment and gear used on site shall be identified, SWL-indicated and listed in a register contained in the H&S file.
6. A template inspection register of the lifting gear shall be included in the H&S Plan.
7. The H&S plan shall include a specific method statement listing the planned lifts and the planned methods of attachment and rigging.

### **31. Traffic management**

1. No employee shall be transported together with goods or tools.
2. Access to the work areas and activities must be controlled and limited to the relevant personal i.e., Staff, Client Representatives and Service Providers
3. All vehicles operating on public roads must comply with the requirements of the National Road Traffic Act, 1996.
4. All activities planned to occur shall be risk assessed and planned; this includes risk controls for the parking of staff- and visitor's vehicles, parking of mobile plant and machinery, dedicated storage areas, planned and compliant stacking practices, traffic controls, including the safe separation of pedestrian (employee) transport from risk areas.
5. Every vehicle shall:
  - a. Be in serviceable condition and safe.
  - b. Be inspected by a competent person daily and the result of the inspection logged in a register kept in the vehicle.
  - c. Where non-conformities are identified, these shall be subject to immediate and documented appropriate corrective action.
  - d. Have a serviced portable fire extinguisher installed at all times.
  - e. Be operated by a competent driver appointed in writing; the driver shall:
    - i. Be in possession of a conforming driver's license;
    - ii. Be in certified medically fit as a driver.

**ANNEXURE A**

**Acknowledgement of the H&S Specification by Service Provider**

Health & Safety Specification

Issued in terms of the Occupational Health and Safety Act, 1993

I \_\_\_\_\_ representing Service Provider have satisfied myself with the content of this Occupational Health and Safety Specification and shall ensure that the Service Provider, all contractors and sub-contractors and all employees on site comply with it.

\_\_\_\_\_  
Signature of Service Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Date

This document must be signed and returned to the Pr. Construction Health and Safety Agent.

**ANNEXURE B**

**Client Baseline Risk Assessment (find attached)**