

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF FORT ENGLAND HOSPITAL			
BID NUMBER:	SCMU3-24/25-0415-FEH	ADVERT DATE:	2024/11/01
		CLOSING DATE:	2024/11/22
		CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF GRASS CUTTING & BEAUTIFICATION SERVICES (36 MONTHS)		
COMPULSORY BID BRIEFING SESSION			
DATE:	FRIDAY, 2024/11/08	TIME:	11H00
FORT ENGLAND HOSPITAL – CLUB HOUSE			
YORK STREET			
MAKHANDA (GRAHAMSTOWN)			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
ATT: SCM TENDER BOX (STORES BUILDING)			
FORT ENGLAND HOSPITAL			
YORK STREET			
MAKHANDA (GRAHAMSTOWN)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	WANDA OLIVIER	CONTACT PERSON	ZIBA NJILI
TELEPHONE NUMBER	046-6022474	TELEPHONE NUMBER	046-6022406
			CELL: 083 658 2942
FACSIMILE NUMBER	-	FACSIMILE NUMBER	-
E-MAIL ADDRESS	wanda.olivier@echealth.gov.za	E-MAIL ADDRESS	ziba.njili@echealth.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

DOCUMENT CONTROL SHEET




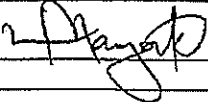
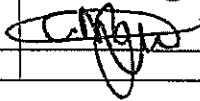
REVISION	DATE	NAME	SIGNATURE
Drafted by: End User	Date: 16/04/2024	MR Z. NJILI	
Reviewed by:	Date: 16/04/2024	MRS V.A. MARAIS-SLADE	
Recommended by: Programme Manager	Date: 16/04/2024	MRS W. OLIVIER	
Approved by: Specification Committee	Date: 16/04/2024	MRS N. MANYAKANYAKA	
Advert Approved by: GM-SCM	Date: 28/10/2024	MS C. MGIJIMA	

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DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition, the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDOH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising <ul style="list-style-type: none">o The cover page and the table of content and definitionso Part 1 which details the Conditions of Bid;o Part 2 which details the Conditions of Contract and Operational Requirements;o Part 3 which details the bid strategyo Part 4 which details the Specifications relating to the Technology / Serviceso Part 5 which contains all the requisite bid forms and certificates; As read with GCC – <i>General Conditions of Contract</i>
Services	means the services defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

PART 1
Conditions of Bid

1. BACKGROUND AND INTRODUCTORY PROVISIONS

Refer to Part 3 of this invitation to bid for background and introductory information relating to the Services and this invitation to bid.

2. OFFER AND SPECIAL CONDITIONS

2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with its bid. Bidders must take careful note of the special conditions.

2.2 **All bids submitted in response to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**

2.3 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided, and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.

3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.

3.4 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid.

4. ENQUIRIES

Should any bidder have any enquiries relating to this invitation to bid, such inquiries may only be addressed to the person/s detailed on the cover page to this invitation to bid at the number/s stipulated.

5. COMPULSORY BID BRIEFING/ CLARIFICATION

Compulsory Bid Briefing / Site inspection meeting will be conducted at Fort England Hospital – Club House on Friday, 08 November 2024 at 11h00.

6. PRICING

6.1 The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.

6.2 **Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX.**

6.3 It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule B.

7. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule C.

8. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information together with their bid of their experience in the relevant trade together with present contracts. These details should be submitted together with the bid on the form attached as Part 5 – Schedule E.

9. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company, all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule F.

10. CONSORTIUM / JOINT VENTURE

10.1 It is recognized that bidders may wish to form consortia to provide the Services.

10.2 A bid in response to this invitation to bid by a consortium shall comply with the following requirements:

10.2.1 It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms & conditions.

10.2.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortia members.

10.2.3 The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDOH) and receive instructions for and on behalf of all the members of the consortium.

10.2.4 **A copy of the agreement entered by the consortium members shall be submitted with the bid.** Otherwise, the bid will be disqualified.

10. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organizational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule G

11. DETAILS OF THE PROSPECTIVE BIDDERS' NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidder's nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule H which completed form, must be submitted together with the bid.

12. FINANCIAL PARTICULARS

The bidder must provide full details regarding its financial particulars and standing, which particulars (a three (3) month bank Statement of the Entity) should be submitted together with the bid on the form attached as Part 5- Schedule I. If no such details are submitted, it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive.

13. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule D contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

14. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **90 (ninety calendar days)** from the closing date and time stipulated on the front cover of this invitation to bid.

15. ACCEPTANCE OF BIDS

The ECDOH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDOH, of certain requirements which the ECDOH, considers to be of minor importance and not complied with by the bidder.

16. NO RIGHTS OR CLAIMS

16.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, ECDOH. The ECDOH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.

16.2 Neither the State, the ECDOH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and howsoever incurred by bidders in connection with or arising out of the bid process.

17. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

17.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid, and its contents shall be regarded as restricted and divulged on a "need to know" basis with the approval of the ECDOH.

17.2 In the event that the bidder is appointed pursuant to this invitation to bid, such bidder may be subject to security clearance prior to commencement of the Services.

18. ACCURACY OF INFORMATION

18.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDOH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.

18.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

19. COMPETITION

19.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.

19.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act. 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.

19.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation, they may make they are encouraged to discuss their position with the competition authorities before submitting response.

19.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

20. RESERVATION OF RIGHTS

- 20.1 Without limitation to any other rights of the ECDOH (whether otherwise reserved in this invitation to bid or under law), the ECDOH expressly reserves the right to:
- 20.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing.
- 20.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion.
- 20.4 Reject all responses submitted by bidders and embark on a new bid process.
- 20.5 Award the bid to more than one bidder.

21. EVALUATION CRITERIA

21.1 The bid will be evaluated as follows:

- Stage 1: Administrative Compliance / Pre-Qualification
- Stage 2: Functionality evaluation
- Stage 3: Price and Specific Goals
- Stage 4: In-LoCo inspection

80 for price

20 for specific goals

The stages are further detailed below.

22. Stage 1: Administrative Compliance

- 22.1 ECDOH has defined minimum Pre-Qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a Pre-Qualification verification will be carried out by ECDOH in order to determine whether a bid complies in this regard.
- 22.2 Where the Bidder's fails to comply fully with any of the Pre-Qualification criteria, or ECDOH is for any reason unable to verify whether the Pre-Qualification criteria are fully complied with, ECDOH will have the right to either:
 - 22.2.1 reject the Bid in question and not to evaluate it at all.
 - 22.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
 - 22.2.3 in any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.
- 22.3 The bid documentation must be completed comprehensively and correctly.
- 22.4 Declaration forms (SBD 4) must be signed.
- 22.5 Preferential Procurement Regulations, 2022 have been updated. Complete the Preferential points claim, (SBD6.1). **Bidder needs to supply proof to score points for Specific Goals.**
- 22.6 Bidders must be a legal entity or partnership (consortia/joint ventures are acceptable subject to Paragraph 10 of Part 1 of the Bid Document).
- 22.7 Bidders must have provided supporting documentation as per the bid requirements.
- 22.8 Proof of registration on the Central Supplier Database (CSD) and furnish proof of CSD Registration number

MAAA.....

22.9 Bidder must ensure that workers are not paid less than the minimum wage allowed in terms of the Basic Conditions of Employment Act through Sectorial Determination 7- Domestic worker.

MANDATORY REQUIREMENTS:

22.10 Bidder must have attended the Compulsory Briefing Session / Site Inspection. Health officials will verify the signed Attendance Register.

22.11 Bidder must ensure that workers (permanent or temporary) are insured via Public Liability (Private Insurer) or COIDA (Department of Labour), as Government will not be held liable for any injuries during the contract. Bidder to submit a valid copy of Public Liability from Insurer or COIDA – Letter of Good Standing from Dept of Labour with the bid document.

22.12 Have sufficient financial capacity to execute the services and provide guarantee in the form of recent Audited Financial Statements signed by the Accounting Officer / Accountant (a liquidity ratio of 1.2 : 1 is a minimum that will be accepted) or Good Standing letter from registered Financial Institution, Bank or ECDC financial assistance letter as a proof that the company has sufficient funds to execute the project of this nature or funds will be made available should the company be awarded the contract.

(Confirmation of banking details is not accepted as proof of financial capacity).

22.13 Bidder must utilize his own equipment and supply a detailed list of all equipment to be brought onto the hospital premises. This list will be verified during the In-Loco inspection

Prospective bidders are required to submit the following documentation to quality for Administrative Compliance:

#	Requirement	Complied	
		YES	NO
	<u>ADMINISTRATIVE COMPLIANCE:</u>		
1.	Invitation to Bid (SBD 1) completed and signed		
2.	Pricing Schedule (SBD 3.2)		
3.	Declaration of Interest (SBD 4)		
4.	Preferential Points Claim (SBD 6.1) submit proof for Specific Goals		
5.	Joint Venture agreement (JV if applicable)		
6.	Proof of registration on the Central Supplier Database (CSD) nl. MAAA..... number		
	<u>MANDATORY /PRE-QUALIFICATION REQUIREMENTS:</u>		
7.	Proof bidder attended the Compulsory Briefing Session / Site Inspection (<i>Health officials will verify the signed Attendance Register</i>)		
8.	Valid proof of good standing for workman’s compensation from the Department of Labour Compensation Commissioner (COIDA), or any other registered workman’s compensation insurer (Public Liability Letter from Insurance)		
9.	Financial Capacity: To test Testing Liquidity of Company a. Recent/Current Signed Financial Statements signed by the		

#	Requirement	Complied	
		YES	NO
	Accounting Officer / Accountant b. Registered Financial Institution: Letter of Good Standing from Bank c. ECDC Funding Letter		
10.	Attach "original" sworn affidavit: Confirming the following belongs to your company and/or rental thereof a. List of equipment b. Vehicles (proof of vehicle registration paper) OR a. If rental equipment b. Lease agreement for equipment c. Lease agreement for vehicle		

NB: Failure to comply with the above Mandatory requirements will invalidate the bid and the bid will not be evaluated further.

24. Stage 2: Functionality Evaluation

24.1 All points scored by qualifying bidders will not be taken into consideration for price evaluation.

The following evaluation Functionality Scoring Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of **20 points out of 40 points** to proceed to the next stage of price evaluation. Any bidder(s) who do not meet the required threshold will be disqualified and not considered any further.

ITEM	CRITERIA	SUB-CRITERIA	Documentary Evidence	Weight
1	Previous experience provided in South Africa:	Score	Documentary Evidence	Weight
1.1	Experience of the Bidder (entity) must be similar / relevant in nature within Public / Private institutions. Provide (as per listed below): <ul style="list-style-type: none"> ▪ Client ▪ Contact Person ▪ Contact Number ▪ Details of experience ▪ Contract Dates (start & end) ▪ Contract Value ▪ Performance 	1 x Reference letter = 5 points 2 x Reference letters = 10 points 3 x Reference letters = 15 points More than 3 Reference letters = 20 points	Client Reference Letters / Job Completion Certificates clearly indicating the years the company has been doing Grass Cutting / Beautification Services. Must be typed on a letterhead & signed. (Copy orders/tax invoices/award letters will not be considered)	20
2	Local Economic Development (LED)	Makana Municipal area = 20 points Sarah Baartman area = 15 points Within the Eastern Cape (outside Sarah Baartman District) = 10 points Outside of Eastern Cape = 0 points	Premises - Municipal Account in Registered Business (bidders) name. Lease Agreement if premises are not owned by bidder. Agreement signed by both parties when bidder is sub-	20

			contracting.	
TOTAL				40

NOTE:

A bidder that scores less than 20 points out of 40 points with respect to functionality will be regarded as submitting a non-responsive bid and will be disqualified.

25. Stage 3: Price and Specific Goals

25.1 Responsive bids which comply to the 2nd stage functionality evaluation will be evaluated on the 80/20 preference point system in terms of the Preferential Procurement Regulations, 2022

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

25.2 Bidders are required to complete the preference claim form (SBD 6.1).

25.3 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.

25.4 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

25.5 Should two or more bids be equal in all respects; the award shall be decided by drawing of lots.

25.6 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

Stage 3: In-LoCo inspection

1. In-LoCo inspection assessment will be conducted by Department of Health officials with the winning bidder at the premises where their equipment & tools are stored/hired.
2. Bidder must ensure that workers are not paid less than the minimum wage allowed in terms of the Basic Conditions of Employment Act through Sectorial Determination 7- Domestic worker. Proof of Payroll or copy of Pay Slips will be verified by Department of Health officials for compliance during the In-LoCo inspection.

PART 2
Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDOH) and shall continue in force for the period of the contract.

2. FEES AND CHARGES

2.1 Prices shall be firm for the first 12 months and year 2 and year 3 will be subject to the CPI.

2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming services or otherwise relieve Contractor of any of its obligations under the contract.

2.3 To the extent that the ECDOH disputes the correctness, nature, extent or calculation of any fees or expenses payable to Contractor in terms of the contract, ECDOH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. BRAND NAME

N/A

4. GENERAL RESPONSIBILITIES OF THE CONTRACTOR

4.1 The ECDOH's operational requirements

The Contractor shall, in the provision of the required service, have due regard to the operational requirements of the ECDOH and other parties occupying or operating from the relevant institution, clinic and Office and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.

4.2 Problem identification and reporting

The Contractor shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDOH at the relevant institution, clinic and office. Without detracting from the generality of this statement, Contractor shall:

- Without delay inform the ECDOH of all incidents or accidents which may occur at the relevant Complex which involve Contractor's personnel.
- Co-operate fully with the ECDOH in analyzing and investigating such incidents or accidents.

4.3 Other Contractors

The Contractor acknowledges that it may be required to provide the Services in conjunction with third party contractors and shall, where requested by the ECDOH, co-operate fully with such persons.

4.4 Regulations and statutes

The Contractor shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulation.

4.5 Compliance with procedures

It is recorded that during the currency of the contract the ECDOH may implement procedures and policies at the relevant Institution. The contractor shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

4.5.1 The contractor shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

4.5.2 Should the ECDOH at any time believe that any member of Contractor's personnel is failing to comply with any such procedures or policies, the ECDOH shall be entitled to deny such personnel member access to the relevant premises and require Contractor to replace such person without delay.

4.6 Contractor's procedures

The contractor shall, upon receipt of a written request from the ECDOH or its appointed Technical Support Manager at the relevant Institution provide the ECDOH with copies of all contractor's operating procedures and processes relating to the Services.

4.7 Provision of Services in clean and tidy manner

The contractor shall ensure that the Services are provided in a clean and tidy manner.

4.8 Service reports

The contractor shall, upon written request from ECDOH provide service reports relating to the Service as may be stipulated in the Technical Specifications, or as may be reasonably required by the ECDOH to determine whether the contractor is providing the Service in accordance with the Terms and Conditions of the contract.

5. HAZARDOUS MATERIALS

The contractor will be held liable for any expenses that may be incurred by the ECDOH institution as a result of damage to property and injury to personnel as a result of poor-quality products.

6. FIRE RISKS

The contractor shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the ECDOH/Institution and take such remedial action as may be necessary.

7. ENERGY MANAGEMENT

The contractor shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

8. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No. 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Contractor:

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act.
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act.
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDOH at the relevant Institution in covering letter relating to health and safety and will inform the ECDOH immediately should Contractor for any reason be unable to comply with the provisions of the Act and such rules and regulations.

9. SERVICE LEVEL AGREEMENT

It is recorded that the ECDOH and the contractor will enter into a Service Level Agreement stipulating exact deliverables and terms of payment. Performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

10. PERFORMANCE MEASUREMENT PROVISIONS

10.1 Introduction

Contractor shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contain the way Contractor's performance will be measured throughout the term of the contract.

10.2 Compliance

For purposes of the contract the compliance by Contractor with the stipulated responsibilities and service standards will be determined:

- with reference to reports provided by Contractor.
- with reference to reports or complaints received from third parties.
- by means of user satisfaction surveys conducted by ECDOH
- by means of service reviews, inspections or any audit carried out by or on behalf of the ECDOH.

10.3 Records

Contractor shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDOH upon request.

10.4 Measurement of performance

- Periodic checks: ECDOH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDOH) the purpose of which shall be to determine whether Contractor is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDOH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to the Contractor by ECDOH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Contractor. The Contractor shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDOH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDOH at such intervals as ECDOH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

10.5 Results of checks, audits and surveys

ECDOH shall be entitled to utilize the findings of the surveys, checks, audits and reports contemplated above to determine compliance by Contractor with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall save to the extent that Contractor can prove otherwise be binding on Contractor and ECDOH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

11. BREACH AND TERMINATION

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with the conditions of this contract.

12. LOSS AND DAMAGE

Contractor hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Contractor or the failure of Contractor to provide the Services in accordance with the provisions of the contract.

13. SUB-CONTRACTORS

Contractor may only sub-contract its obligations under the contract with the prior written consent of the ECDOH (or any other authorized authority) and then only to a person and to the extent approved by the ECDOH or such authority and upon such terms and conditions as the ECDOH or such authority require. It is recorded that where such consent is given Contractor shall remain liable to ECDOH for the performance of the Services.

PART 3:
BID STRATEGY

1. BACKGROUND

Fort England Hospital is a Forensic Tertiary Psychiatric Hospital providing specialized psychiatric care to health care users throughout the entire Republic of South Africa. The Hospital is situated on 51 hectares with various buildings spread over this area. Included on the grounds is a soccer field and many open areas.

2. UNDERSTANDING THE BUSINESS NEEDS OF THE DEPARTMENT

The service required is the provision of cutting of grass and beautification services at Fort England Hospital grounds including removal of green waste on the Hospital grounds. The scope is specifically intended to produce an attractive, healthy, and cost-effective landscape at Fort England Hospital. Beautifully landscaped areas offer positive distractions, giving patients a break from their routine and helping to shift their focus away from stressors. This can positively impact their mental state and overall outlook.

To continue with the services and not to cause a break we hereby request to procure these services by means of a 21-day bid to be facilitated by Head Office - Supply Chain Management Division.

The bid will be awarded to one (1) service provider.

3. THE FREQUENCY OF NEED

The service is required for a period of 36 months.

DECLARATION OF THE BIDDER ABILITY TO SUPPLY THE SERVICE REQUIRED

We / I hereby

declare that we/I

(name of bidder), have the capacity and capability to render the service.

PART 4
TECHNICAL SPECIFICATION

1. BEAUTIFICATION SERVICES -

Contract period: 36 months

ITEM NO.	DESCRIPTION	UNIT	QTY	FREQUENCY PER MONTH
1.	Weeding and pruning of Shrubs, Hedges and Trees	M ²	1290	1
2.	Weeding paved areas and concrete areas such as courtyards, tennis courts, road verges, and walkways with SABS approved weed killer.	M ²	740	1
3	Occupational Health and Safety (OHS)			
3.1	Preparation of OHS plan and method statements and approval of file by the Department of Health.	Sum	One	Once-off
3.2	Attendance of Fort England Hospital Health and Safety Induction by key personnel.	Sum	One	Once-off
3.3	Compliance to Fort England Hospital Occupational Health and Safety requirements and procedures including the revision of OHS plan and method statements where necessary.	Months	36	Monthly
4.	Staffing, Supervision, and management cost:			
	Provision of Staff and Equipment permanently on site during normal working hours, to undertake the tasks itemised below (Labour intensive)			
4.1	1 x Supervisor (onsite)	Months	36	
	9 x Gardeners (onsite)	Months	36	
	6 x Operators (onsite)	Months	36	
4.2	Allow for the provision of basic equipment, refer list below.	Months	36	
5.	All green waste coming from the cuttings/ mowing to be collected and raked, shall be taken to an approved local dumping site within 24 hours. Collecting papers all around hospital.	Daily	Item	Daily
6.	Maintenance of existing and new flower beds.	M ²	128	weekly
7.	Provide for sundry materials and items necessary to meet the requirements of Beautification Services.	Sum	One	Once-off

2. GRASS CUTTING SERVICES -

Contract period: 36 months

ITEM NO.	DESCRIPTION	UNIT	QTY	FREQUENCY PER MONTH
8.	Mowing / cutting and removal of all grass on the entire hospital grounds including but not limited to wards courtyards, around residences, office areas, open space, playgrounds, and around any other utility building. <ul style="list-style-type: none"> ➤ Mowing / cutting of grass 15m (meters) outside the front gate entrance. ➤ Mowing/ cutting the grass 5 (five) metres on either side of the entire perimeter. ➤ Mowing / cutting of grass 10 (ten) metres around Borehole Pump house, and around water Reservoir area. ➤ Mowing / cutting of grass around all manholes. 	M ²	229 903.10	One cut during Winter Period (May – September) And Two cuts during Summer Period (October & April)
9.	Allow for the provision of basic equipment, refer list below.	Months	36	
10.	Provide for sundry materials and items necessary to meet the requirements of Grass Cutting Services.	Sum	One	Once-off
11.	All green waste coming from the cuttings/ mowing to be collected and raked, shall be taken to an approved local dumping site within 24 hours period.	Daily	Item	Item

Please take note of the following Terms and Conditions:

1. Pricing must be VAT inclusive.
2. Prices are firm for the first 12 months and will increase at the expiry of the first 12 months based on the CPI.
3. Compulsory Bid Briefing session / Site inspection will be conducted (venue/date/time appear on SBD1).
4. Contractors are to visit Fort England Hospital to acquaint themselves with the surroundings, before bidding, as unreasonable prices will disqualify bids on overpricing. Appointments can be made with Mr Njili (Tel no. 046-6022406 or Cell no. 083 658 2942) for site visits to acquaint themselves with surroundings.
5. Workers need to report to the Maintenance Department in the morning to sign the Works Register.
6. The contractor must ensure that workers (permanent or temporary) are insured via Public Liability or COIDA, as government will not be held liable for any injuries during the contract.
7. The contractor should ensure that:
 - Supply a First Aid kit to his workers.
 - Supervisor has basic first aid training.
 - Supervisor has operating manuals for all machinery.
 - Supervisor to have a safety file with all emergency contact numbers on site at all times.
8. The minimum personnel required on site is 16. Contractors must ensure that workers are not paid less than the minimum wage allowed in terms of the Basic Conditions of Employment Act through Sectorial Determination 7 - Domestic worker. Local people to be employed.
9. the responsibility of government. Workers without protective clothing will be removed from the site.
10. Any damages to property (government, staff, or public) on the site during the contract are to be repaired by the contractor, as government will not be held liable for any damages.
11. The contractor will be obliged to hand in the Health & Safety Plan before the work commence. No contractor will be allowed on site without a Health and Safety Plan presented to the Maintenance Supervisor.
12. Quarterly progress meetings to be conducted with the Project / Contract Manager.
13. The contractor will ensure that the Maintenance Supervisor verify and are satisfied with the services rendered before any payment will be initiated.

14. Have sufficient financial capacity to execute the services and provide guarantee in the form of recent Audited Financial Statements signed by the Accounting Officer; Good Standing letter from registered Financial Institution, Bank; ECDC financial assistance letter as a proof that the company has sufficient funds to execute the project of this nature or funds will be made available should the company be awarded the contract.

NB: Confirmation of banking details is not accepted as proof of financial capacity.

15. The contractor must utilize his own equipment & tools and supply a list of all equipment brought onto the premises. See minimum list of equipment & garden tools below. Submission of only pictures will not be considered.
16. In-LoCo inspection assessment will be conducted by Department of Health officials with the winning bidder at the premises where their equipment & tools are stored.
17. The contractor is to provide the necessary Personal Protective Clothing (PPE) for all workers, and ensure that the employees always wear:
- Wear sturdy closed-toe safety protective shoes with slip-proof soles;
 - Wear close-fitting (long pants), with leg protection for machine operators – no loose clothing of any kind;
 - Wear gloves
 - Wear protective safety eyeglasses;
 - Wear hear protection;
 - Wear a face mask during dry dusty conditions;
 - Wear all other PPE related to equipment and material utilized for the provision of the services.
18. The Department of Health will not be responsible for the provision of any fuels or equipment to be used.
19. Contractor must make provision for transport costs, and where applicable rates for dumping at Municipal areas.
20. All equipment to be fully insured & maintained in proper working order by the contractor:

EQUIPMENT & TOOLS	MINIMUM REQUIREMENT
Brooms	4
Garden Rakes	3
Garden Spades	3
Garden Forks	3
Wheel Barrows	2
Blowers	1
Leaf Rakes	3
Hedge Trimmers	2
Chainsaw	1
Watering-Cans	2
Wheed-Eaters/Brush Cutters	6
Tree Pruner	1
Pruning Shears	2
Stepladder (one 10 steps)	1
Extension Ladder	1
Lawn Mower (petrol)	2
Ride-On-Mower	1
Bakkie and Trailer / Truck	1 and 1
Green Waste Bags (over size)	6
Plastic bags (for collecting papers)	Item

**Part 5 – Schedule A
Government Procurement
General Conditions of Contract**

Annexure A

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 anything 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 supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the 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 Sub-Contractors) 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 supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means that 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 "Written" or "in writing" means handwritten 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, 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 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.
- 1.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 supplier 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 supplier'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 supplier 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.

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 supplier 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 in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or Contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental Services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (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 supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all 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 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 in SCC.

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 in SCC 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 in SCC, 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 in SCC.

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 in SCC.

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 supplier in his bid, except for any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract Amendments

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

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. Sub-Contracts

- 20.1 The supplier shall notify the purchaser in writing of all sub-contracts awarded under this 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 Sub-Contractor(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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.
- 21.5 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
- 21.6 without the application of penalties.
- 21.7 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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 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 judgment 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 favorable difference shall on demand be paid forthwith by the Contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the Contractor 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

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 in SCC.

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 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 (or bid rigging).
- 34.2 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 as contemplated in the Competition Act No. 89 of 1998.
- 34.3 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.

**Part 5 - Schedule B
Pricing Schedule**

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED
IN THE BIDDING DOCUMENTS.**

Name of bidder..... Bid number: SCMU3-24/25-0415-FEH Closing Time: 11:00 Closing date: 22 NOVEMBER 2024
--

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

ANNEXURE 1

ITEM NO.	DESCRIPTION	UNIT	QUANTITY REQUIRED	UNIT PRICE	TOTAL RAND VALUE (VAT INCLUSIVE)
1.	BEAUTIFICATION SERVICES (LABOUR)	MONTHS	36		
2.	GRASS CUTTING SERVICES (LABOUR)	MONTHS	36		
3.	PROVISION OF EQUIPMENT & TOOLS, FUEL & SUNDRY MATERIALS	MONTHS	36		
4.	TRANSPORT COST TO REMOVE THE GREEN WASTE	MONTHS	36		
				GRAND TOTAL	R

**Part 5 - Schedule C
Declaration of Interest**

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

**Part 5 – Schedule D
Preference Points Claim Forms**

SBD 6.1

**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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 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:

- Price; and
- Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (d) "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 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

3.1.3 POINTS AWARDED FOR SPECIFIC GOALS

- 3.2 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:
- 3.3 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 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 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 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Weighting (of 20 points)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HISTORICALLY DISADVANTAGED INDIVIDUALS OWNERSHIP <i>(South African citizen – who, had no franchise in national elections prior to the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) of the Constitution of the Republic of SA, 1993 (Act 200 of 1993)</i> Ownership (CIPRO certificate reflecting ownership status or controlling interest with ID copies of Directors must be certified with original stamp)	20%	4	
WOMEN OWNERSHIP Ownership (CIPRO certificate reflecting ownership status or controlling interest with ID copies of Directors must be certified with original stamp)	20%	4	
YOUTH OWNERSHIP Ownership (CIPRO certificate reflecting ownership status or controlling interest with ID copies of Directors must be certified with original stamp)	20%	4	
DISABILITY OWNERSHIP Ownership (CIPRO certificate reflecting ownership status or controlling interest with ID copies of Directors must be certified with original stamp) (Medical Certificate / Doctor's medical report)	20%	4	
MILITARY VETERANS OWNERSHIP Ownership (CIPRO certificate reflecting ownership status or controlling interest with ID copies of Directors must be certified with original stamp). Valid proof of veteran status.	10%	2	
LOCALITY OWNERSHIP (Within Makana) Proof of business address (Municipal account / Lease Agreement or affidavit from the concillor)	10%	2	

TOTAL	100	(20)	
--------------	------------	-------------	--

DECLARATION WITH REGARD TO COMPANY/FIRM

3.4 Name of company/firm.....

3.5 Company registration number:

3.6 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]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

Part 5 – Schedule E
Qualifications and Experience

1. Details of the extent of the bidders activities and business, e.g. branches etc:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below:

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

**Part 5 – Schedule F
Organization type**

PARTNERSHIP/JOINT VENTURE /CLOSED CORPORATION/COMPANY
(delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

2. NAME : _____
ADDRESS : _____
ID NUMBER: _____

3. NAME : _____
ADDRESS : _____
ID NUMBER: _____

4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule H
Details of Bidder’s nearest office

1. Physical address of supplier’s office

2. Telephone No of office: _____

3. Time period for which such office has been used by supplier: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

**Part 5 – Schedule I
Financial Particulars**

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder’s financial institution and /or Audited Financial Statements must be submitted with the bid.** If this requirement is not complied with in full the bid will be considered invalid

Nature of Service: **PROVISION OF GRASS CUTTING & BEAUTIFICATION SERVICES
(36 MONTHS)**

Name of bidder: _____

Bid Number:

	<p><u>FINANCIAL POSITION OF BIDDER</u></p> <p>I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided.</p> <p>In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.</p>
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

CONSENT FORM BY THE BIDDER

The bidder shall be bound by all SCM regulatory provision and amendments thereto whether expressly or impliedly indicated in this document.

The Head
Department of Health
Private Bag X0038
BISHO, 5605

Sir/Madam

Granting of authority to request information from any legal entity relevant to this bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our bid is to be considered. I/We grant approval that any source regarding this bid may be fully investigated and that all such information shall be of material importance and directly relevant to the consideration of our bid. I/we further grant my/our consent to such source to provide confidential information.
2. I/We warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/We am/are not aware of any information which, should it become known to the Eastern Cape Department of Health, would affect the consideration of my/our bid in any way.
3. The Eastern Cape Department of Health wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above.
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the Eastern Cape Department of Health responsible for not considering my/our bid.

Signature

Date

Witness

Signature



OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

PROJECT DIRECTORY		
Client	Dept. of Health	Tel: /Cell: 083 658 2942
Contact Person	Mr Ziba Njili	Email: ziba.njili@echealth.gov.za
OHS Officer		
Contact Person		
Engineer		
Contact Person		
Other:		

PRINCIPAL CONTRACTOR

Contracts Manager :

Site Agent :

H&S Officer :



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ANNEXURE A: CLOSE OUT REQUIREMENTS

PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CR	Construction Regulations
DRPW	Department of Public Works of the Eastern Cape Provincial Government
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

DEFINITIONS

The definitions used will be those set out in the Regulation Gazette No 7721 of 18 July 2003 with the following additions:

Client: The Head of Department, Department of Roads and Public Works of the Province of the Eastern Cape.

DRPW: The Department of Public Works for the Province of the Eastern Cape.

Designer: Means a competent person appointed by the Client as Agent to design, supervise and monitor construction on their behalf.

Hazard: Source of exposure to danger

Hazard Identification and Risk Assessment (HIRA) and Risk Control:

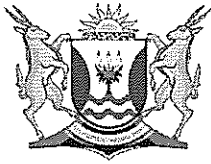
Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Agent:

Means any person who acts as a representative for the Client in managing the overall health and safety work as their responsible person.

Health and Safety Plan:

Means a documented plan which answers to the Project Specific Health and Safety Specification; including all the supporting documentation that indicate how the Principal Contractor or Contractor plans to manage H&S for the duration of the Contract.



Induction Training:

Means once off introductory training on general health and safety issues given to all employees and visitors to the site before commencement of work on site.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

Regulation/s:

Shall mean the relevant regulation/s promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993.

Site:

Means the area in the possession of the Principal Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor, and approved for such use by the Designer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, No. 85 of 1993 and Regulations promulgated thereunder, as amended.

KEY REFERENCES

Occupational Health and Safety Act No. 85 of 1993 and Regulations (as amended)
Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
Joint Building Conditions of Contract (JBCC)
South African Roads Traffic Safety Manual (SARTSM) Chapter 2, Volume 13 of 1999
Road Traffic Safety Act No. 93 of 1996 (as amended)
Construction Specifications & Standards 6.0 for Southern Africa. Hans Wegelin 6th Edition 2010
SANS Code 10400.



1. PREAMBLE

The Department of Public Works (DPW) is tasked to provide accommodation and operational facilities to National Departments, including state buildings across the Eastern Cape.

The DPW has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project. Thus a high premium is placed on the health and safety (H&S) of DPW stakeholders, which include its employees, professional service providers, public and its physical assets. The responsibilities that the Department and relevant stakeholders have toward its employees are captured in, but not limited to this document. Primarily the compliance will be with the Occupational Health and Safety Act (OHSA) No. 85 of 1993, and thus this document amplifies the areas of concern or risk that could negatively affect the contract and all parties concerned. The responsibilities stem from both moral, civil and a variety of legal obligations. The Principal (Nominated) Contractor is to take due cognisance of the aforementioned.

The DPW, as the Client and where there is an appointed H&S Agent on its behalf, shall provide a project specific Health & Safety Specification (PSHSS) for the project and provide the Principal Contractor/s making a bid or appointed to perform construction work for the project, or parts thereof.

1.1 Purpose of the Project Specific Health and Safety Specification (PSHSS)

The PSHSS is a performance specification to ensure that the Client and any bodies that enter into formal agreements with the Client viz. Agents, Professional Service Consultants (Engineers, Quantity Surveyors and Architects), Principal Contractors and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the PSHSS, such as hazard identification and risk assessments, or any other form of communication from the Client shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Furthermore, there is no acceptance of liability by the Client, which may result from the Principal (or Nominated) Contractor failing to comply with the PSHSS, i.e. the Principal Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing.

The PSHSS highlights the aspects to be implemented over and above the minimum requirements of current legislation. Requirements may be changed should new risks or issues are identified that could not have been foreseen during the design phase of the project, or during the construction phase. Any new legislation or standards (legislated, or determined by the DRPW) that are promulgated or accepted during the contract will automatically be applied.

Environmental management shall be managed by the Principal Contractor.

1.2 Implementation of the Project Specific Occupational Health and Safety Specifications (PSHSS)

The project specific H&S specification (PSHSS) forms an integral part of the Contract, and PCs are required to make it an integral part of their Contracts with Contractors and Suppliers. A PSHSS will be available for each level of Contract and Contractor, and must be complied with.

This specification must be read in conjunction with the OHSA, Regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation. The summary of risks is included in Section 2 of the PSHSS.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.



No work may commence without written approval of the H&S plan by the H&S Agent, or the responsible person in the DRPW.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSSs are issued, the PC will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the PC must ensure that similar information must be provided as it applies to the works to all their Contractors, within 5 working days following notification thereof.

The H&S Agent will visit the project as deemed necessary by the Designer and the H&S Agent to ensure compliance and limit risk. All activities on the site and all appropriate documentation will be monitored and reported on to the Client and the Designer.

Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S Agent and the PC will be through the Designer (or Client's responsible person) as determined at the commencement of the project.

1.3 Requirements to be submitted with the H&S plan for approval

Tenderers are required to submit project specific information regarding H&S with their H&S plan submission.

The PC shall ensure adequate information is submitted as supporting documentation with his completed documentation.

A project specific H&S Plan in response to this PSHSS will be subject to approval by the H&S Agent or the building PC. This must include all supporting documentation as required to verify the H&S system:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements for approval by the Agent and appropriate risk assessments and safe work procedures for approval by the H&S Agent or Client:
 - Site establishment including:
 - power, telecommunication etc.;
 - An emergency plan indicating how and where emergencies will be handled
 - Working at heights (training and medical surveillance)
 - Electrical and pressure equipment competencies and certification of personnel

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of the Designer/Client/Agent is required before work on that aspect or activity can commence.

The H&S Officer is to be included in production planning sessions/meetings to ensure that the appropriate risk assessments, safe work procedures and communication required are available and completed timeously. Penalties will be applied should this not be adhered to, and deemed a serious offence.

2. GENERAL REQUIREMENTS

2.1 Summary of Risks identified during Design

The summary of risks provided is to point the contractor towards some risks he may not be aware of during tendering stage and while developing his formal risk assessments for the project.

The summary of design risks and the management thereof should be included in the Principal Contractors (PC) risk assessments. Where there are other Contractors appointed to do work, the PC is to ensure that Contractors include such information in their risk assessments.

The summary is to be developed following the completion of the Design risk assessment, and to include the residual risks as they apply to the project.



ASPECTS OF THE PROJECT	RESIDUAL RISKS IDENTIFIED TO BE MANAGED
Establishment/de-establishment	Incorrect equipment, haphazard congestion.
Ladders	Falling of ladders.
Scaffolding	Personnel falling Equipment falling
Noise emitted in excess of 85 decibels from plant and machinery.	Hearing loss, Injuries due to lack of hearing
Working at heights	Using access scaffolding and ladders for cutting of trees, shrubs, hedges.
Working in close proximity to the public. Especially mentally unstable patients and general public.	Public injury.
Storage of material and equipment	Physical Injury – tripping and falling
Dust	Respiratory Conditions.
Communication	Communication between all the role players, PC and their site requirements, specifically when they work next to the offices and wards and next to private cars and official cars.
Labour working on wet surfaces	Falling off.
General	Working among other contractors and interfacing, exposure to risks created by other contractor's interface Lack of supervision, competencies.
Premises is occupied	Injury to visitors and staff
Existing Services	Note presence of Eskom, Telkom, Water reticulation
Paint Work	Inhalation of fumes
Communication	Communication between all the role players, PC and their site requirements, specifically with the installation of the units, and various large parts as required
General	PC to ensure that occupants are not affected by any activities arising on site.

2.2 Specified Hazardous Chemical Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Oils and Grease	Skin Irritant.
Petrol, Diesel, Lubricants, Welding	Storage tanks/ bowsers on site. Fire, Spillage, Fumes.
Herbicides and Ant Poison	Type not specified, but will be used. PC to ensure use of SDSs and appropriate protection measures.
Painting fumes	The gases are sealed, however the types and details are to be provided by the manufacturer
Cement/Silica dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry.



PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Grouts or sealants	May be used in terms of patching or works to repair or fix components into position

3. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

3.1 Structure and Organization of H&S Responsibilities

A project Organogram will be included in the H&S plan, signed and dated, and be kept updated for the duration of the project.

3.1.1 Notification of Commencement of Construction Work

The Annexure A will be completed by the building PC as required in the CRs. A copy of the Annexure A will be provided by the building PC, and must be placed on record.

4. HEALTH AND SAFETY PLAN FRAMEWORK

The H&S aspects related to the project outlined in the previous sections are to be taken into account when drawing up the H&S Plan. The PC is required to demonstrate competence by providing an H&S system that will address the requirements of the project.

The current legislative requirements, SANS codes, SANS 10400, SANS 10085 and any other standards that may guide practice are to be taken into consideration. The physical equipment may be provided by the building PC.

The following aspects must be addressed in the H&S Plan, as they have been identified in section 2, as playing a role in reducing the overall risk of a particular activity, or section of the project. The H&S Agent may from time to time request additions or systems as they relate to the works or legislative requirements at the time.

The PC is to prepare a site layout drawing to indicate at least the following:

- Indicate the positions of emergency personnel and equipment (fire, first aiders, first aid posts);
- Storage areas (materials and equipment, waste etc.)
- Emergency assembly point

Such layouts are to be updated regularly throughout the project.

4.1 Appointment of Competent Site Personnel

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

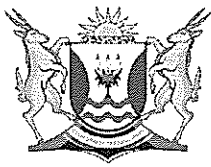
All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed H&S Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the H&S Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:

4.1.1 Construction Supervision

Competent supervisors will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).



Curriculum Vitae (CVs) are to be submitted for approval by the Designer, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials. The various competencies for working with electricity and pressure equipment are to be included and clearly identified on the project Organogram.

4.1.2 Construction Health and Safety Officer

The building PC may not act as the H&S Officer for any Contractor or Nominated PC. The PC will employ a competent, full time H&S Officer for the duration of the contract. The PC will report to the building H&S Officer where and when required, and ensure good communication at all times.

The H&S Officer's CV is to be submitted for approval by the H&S Agent or the Client.

The PC is to ensure adequate resources are provided in order to undertake all responsibilities on site (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12 SAMTRAC/NEBOSH/Diploma in H&S qualifications, with exposure to civil engineering and building that is appropriate given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the H&S officer must have a competence to evaluate the Contractors Health and Safety plans.

This person may not hold any other position on the site staff. The site supervisor may not act as the H&S Officer. The H&S Officer/s will be held responsible for all H&S on their section of the project.

- All site staff, supervision, Contractors are to follow systems, instructions etc. given by the H&S Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No induction of Contractor staff until the H&S documentation is approved by the H&S Agent
- The H&S Officer/s may not be removed or replaced without the approval of the H&S Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the building PC H&S Officer for project longer than 1 month. An example of the monthly report will be provided by the building PC H&S Officer.

The H&S Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. A list of the typical aspects that should be provided is available as Annexure A to this document. The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

Failure to do so will be considered a serious offence and penalties applied.

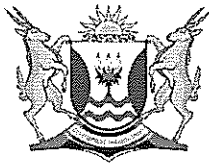
4.1.3 Traffic Safety

The building H&S Officer will be responsible for ensuring that daily traffic management is adequately managed.

No worker may be transported in, or on the rear of construction vehicles (bakkies included), or with plant and materials to, on, or from site. The number of passengers in any vehicle is limited to what is stated on the license disc. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. No loose canopies may be used.

The type of transport is envisaged and how this will be managed is to be included.

Penalties will be issued for non-compliances noted.



4.2 Health and Safety Representatives and H&S meetings

The H&S Officer is to attend all H&S committee meetings held by the building PC. The H&S Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the meetings are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings. Failure to do so will be deemed to be a moderate offence.

4.3 Appointment of Competent Contractors

The nominated PC is to ensure compliance with the Clients minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The H&S Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- No Contractor may work under the PCs Compensation registration number. If required the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.). Cognisance is to be taken of the level of risk involved and the H&S Officer is to ensure the level of H&S documentation is appropriate:

- Mandatary agreements in place
- Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
 - Load testing and registers for cranes or lifting devices
 - Medical certificates of fitness
 - Safety data sheets (SDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.

5. GENERAL RISK MANAGEMENT

5.1 Health Risks and Medical Surveillance

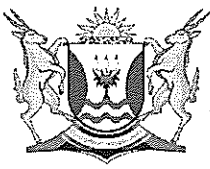
The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. All workers (including Contractors) are to be included in the medical surveillance programme.

Ergonomic risks are to be noted, and all workers (including those of Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to some noise, dust due to the type of plant, materials specified and the general nature of the works. Environmental monitoring for the general construction will be done by the building PC.

Environmental monitoring results and risk assessments are to be made available to the occupational health professionals doing the medical surveillance. The use of occupational risk exposure profiling (OREPS) and job descriptions are to be used to determine specific exposures for management.

All workers (including Contractors) are required to be in possession of a valid medical certificate of fitness prior to commencing work. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the PC has a medical surveillance plan. Full medical records are not to be placed in the H&S file.



Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Any other tests identified as relevant from chemical or specifically identified risks of exposure

Failure to do so will be considered a serious offence.

5.1.1 General Environmental Conditions

Copies of the relevant reports and actions taken in respect of these are to be placed in the H&S file for existing equipment. The nominated PC may wish to keep record of the site reports completed by an external professional.

5.1.2 Noise Risks

All plant from plant hire companies (suppliers) or that of the PC is to be compliant with the Noise Induced Hearing Loss Regulations. Plant identified that has not been tested and marked for noise emissions will result in having to be tested at the Contractors or PCs expense. Failure to do so within a reasonable time period will result in such plant being removed from site.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as equal to or greater than 85 dB.

Failure to do so will be considered a serious offence.

5.2 Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified. Liaison between all Contractors is to be dealt with in the documentation and a joint emergency procedure will be required. The emergency plan is to be adapted according to the overall site H&S requirements.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

5.2.1 First Aiders and First Aid Equipment

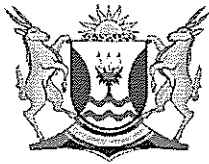
At least 1 first aider will be trained to Level 3. First aiders shall be available and accessible on site at all times, and be able to work as a team with the building PC when responding to any emergency on the project.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The building PC may determine further requirements to limit risk.

Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access on site.

5.2.2 Fires and Emergency Management

It is advisable that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified. Labour unrest is to be included in the emergency plan.



First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project. Liaison with the other Contractors on site will be required.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to have fire extinguishers. Hot work permits are required for any such activities, and will be issued by the building PC.

5.2.3 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer /Client /H&S Agent immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report. This includes all minor incidents, and labour unrest.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

5.3 Personal Protective Equipment (PPE) and Clothing

The PC is to provide a procedure as an addendum to indicate how PPE is managed within the Company. As multiple contractors are to be on site, employees are to wear clothing that identifies who they work for. The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;
- Protective footwear;
- Overalls that ensure visibility;
- Reflective jackets (no bibs)
- Any other necessary PPE identified from SDSs and/or risk assessments.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person found on site without the necessary PPE will be removed from site until the PPE is supplied and worn. Failure to comply will result in penalties being applied.

5.4 Occupational Health and Safety Signage

On-site H&S signage is required where not provided by the Building PC. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed/temporary signage is required.

Temporary electrical signage is to be included for the temporary electrical supplies. All rules or signage provided by the PC is to be adhered to.

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

5.5 Induction of Employees and Visitors, General H&S Training

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, Designers) to the site or area of work, over and above those done by the building PC.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a penalty issued per non-compliance. Penalties will be applied for such an offence.

5.6 Management of Plant and Equipment

Close control of plant and equipment is required, including those of Contractors. A permit system is required for high-risk activities. This may also be a requirement of the building PC.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant are to be available at each audit. All daily inspection records are to be kept in the H&S file, or Contractors where plant and equipment is brought onto site. Registers to be updated at all times.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

5.7 Excavations

A permit system is required to be implemented where own excavations are required. Overall excavations will be managed by the building PC. All equipment and ground conditions to be checked daily, and prior to work commencing and registers kept. Where working in excavations provided by the civil or Building Contractor all are to be checked prior to being worked in.

Excavation method statements are to be approved by the Designer and associated risk assessments are required. Designs by competent persons are required where ground conditions are deemed to require shoring. The building PC will stipulate requirements as and when required.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be kept current and placed in the H&S file.

Work will be stopped and penalties applied to any work in excavations that is not compliant.

5.8 Working at heights

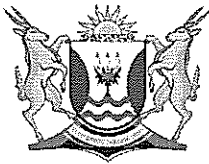
An appropriate, project specific fall protection plan is to be available and supplied as an addendum to the H&S plan. Method statements, appropriate risk assessments, safe work procedures and training are to be available prior to work commencing. The fall protection plan needs to complement or dovetail with that of the building PC.

Construction drawings shall be required for all temporary structures as they relate to the project. The drawings shall be accompanied by full calculations, design loads and any relevant test results as required by the SANS code, and ensure adequate allowance for the development of appropriate documentation and training. All drawings are to be checked and signed by a competent structural engineer (registered with ECSA).

The focus for working at height shall include fall restraint systems where possible except during assembling or dismantling top components. The relevant SANS codes are to be applied as they apply to the works and the project, such as:

- SANS 10085
- SANS 10333 (parts 1-3)

Should part of the works be contracted out, competent Contractors are to be appointed and submit documentation according to the project requirements. The PC is to note if such work is to be contracted to specialists in the H&S Plan. The plan is to be developed and work managed by a competent person for the duration of the project. The following aspects must be included:



- Permit system for working at heights
- Prevention of falling tools or equipment
- Link to emergency plan regarding rescue

All workers are to be in possession of valid certificates of fitness that extend for the duration of the works. Note the requirements in the section relating to medical surveillance. Registers and all relevant documentation are to be placed in the H&S file. Work will be stopped and penalties applied to any work at heights that is not compliant.

5.9 Cranes and lifting equipment

The appropriate documentation is required for all forms of lifting devices or cranes (fixed or mobile) to be used during the project for deliveries, moving of supplies or equipment. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

5.10 Temporary Works (Scaffolding, support work, formwork)

Temporary works must be properly designed and signed off by a competent person, even when provided by the building PC. In these instances, a competent person is defined as a Professional Engineer or Professional Technologist (registered with ECSA) who has sufficient experience in the design of the type of temporary work in question to be able to assess the design. The appropriate competent persons are to be appointed to manage and monitor such works to the satisfaction of the Engineer and H&S Agent. Records and registers are to be properly completed and kept in the H&S file. If temporary works are to be erected by a Contractor, this must be notified to the building PC.

Failure to do so will be considered a serious offence.

5.11 Electrical work and installations

All electrical installations are to be carried out in conformance with the Regulations as amended. Method statements and risk analyses must be compiled for each type of installation. Competencies and CVs, approvals of method statements must be in place.

All temporary electrical supplies require to be properly identified, with appropriate signage. Lockout systems are required where appropriate.

A competent person must be designated to supervise the work. Daily and other appropriate registers are required.

5.12 Auditing

Frequency of external auditing by the building PC will at least conform to the requirements of the Construction Regulations. The site will be inspected and the documentation audited relative to the activities and H&S plan. The H&S Officer of the PC must accompany the building PC, Client, or the H&S Agent, on all audits and inspections. Not all audits will be, or need be announced.

Audit frequency may be increased if Contractors are not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client, Designer or H&S Agent may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Weekly internal audits are to be completed, and include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the H&S Agent and building PC.

Failure to address findings or non-conformances will be considered a serious offence.

5.13 Asbestos removal

The removal of asbestos must be by an asbestos approved Contractor and monitored by an asbestos approved inspection authority (AAIA) as per the Asbestos Regulations. The H&S specification provided by the PC is to include as much information as possible relative to the requirements relating to asbestos. An asbestos removal plan must be approved by the DoL as well as approval of all general information required of Contractors.

Failure to do so will be considered a serious offence.

5.14 Communication on Site

All H&S communication during the project between the building PC and the nominated PC will be in writing, including the issue and responses to non-conformances and H&S audit results.

Failure to address issues timeously will be considered a serious offence.

5.15 Care of Workers on Site (Welfare)

Toilets may be provided by the building PC, or will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Only bacterial or enzyme based products may be used in portable toilets. The ratio of portable toilets on site will be a minimum of 1:10. Daily cleaning and increased removal of waste may be required if deemed necessary. Proof of safe disposal of waste will be required. Waste removal Contractors, or the PC are to ensure the appropriate H&S systems are available to limit exposure to sewage.

Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times. Failure to address issues timeously will be considered a serious offence.

5.16 General housekeeping, stacking and storage

Supervisors are expected to be appointed and be responsible for each area of work as it applies to the general stacking, storage and general housekeeping. Daily inspection sheets are required and must include site camp and where workers are completing tasks.

5.16 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

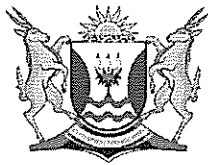
No person is allowed to work or access site if under the influence of alcohol or other substances that could impact on their own or others safety. The PC is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client, OHS Agent or building PC.

5.17 Inclement Weather

High levels of humidity and temperatures during the summer months may be experienced. Workers are at greater risk of heat exhaustion where the discomfort index rises above 100. Should the discomfort index rise above 105, work may be partially or totally stopped.

All decisions regarding work stoppage will be decided between the PC, the H&S Officer and the Principal Agent.



6. HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:

- The PSHSS;
- The H&S Plan and the approval by building PC;
- Appointment by Client;
- Mandatory agreement with Client;
- Notification of construction work (copy);
- A record of all working drawings, calculations and design where applicable;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations (CoCs)
- Employee records (who is on site)

7. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non- conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	



Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non-conformance	Severe Penalty: R5000/count, a non- conformance and/or activity stoppage
	Working without approved method statements	

7.1 Failure to Comply with Provisions

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

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

8. MEASUREMENT AND PAYMENT

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

Item and Unit

C.01 Preparation of Contractor's Project Specific Health and Safety Plan. (Lump Sum (L.S))

The rate for this item must cover all expenses incurred in preparing the Contractor's project specific Health and Safety Plan as required by the Client's project specific Health and Safety Specification in this document

C.02 Principal Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Lump Sum (L.S))

The full amount will be paid in one instalment only when the Client's Agent has verified and approved the following

- (a) The Principal Contractor has made the required initial Appointments of Employees and Contractors.
- (c) The Client has approved the Principal Contractor's project Health and Safety Plan.
- (d) The Principal Contractor has set up his Health and Safety File.

C.03 Principal Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations. (Month (Mth))

The amount shall represent full compensation for that part of the Principal Contractor's general obligations in terms of the Occupational Health and Safety Act and Regulations which are mainly a function of time. Payment will be made when the Client's Agent has verified the Principle Contractor's compliance as part of the audit. This will include the updating and administration of the Health and Safety file.



C.04 Provision of Personal Protective Equipment (PPE) as listed in the Bill of Quantities. (Number (No))

The rates for these items shall include for the procurement, delivery, storage, distribution and all other actions required for the supply of PPE to the employees of the Principle Contractor, full or part time, requiring them. Sub-Contractors are responsible for their own costs in this regard.

Items listed will include, among others which may be noted, are: hard hats, reflective vests, reflective bibs, high visibility overalls, protective foot wear, fall arrestor harness and tethers, gloves, ear muffs, earplugs and dust masks of appropriate type. Normal items such as standard overalls, waterproof clothing, gum boots and standard workshop safety equipment such as welding masks and goggles will not be paid for.

Payment will be based on the issues register for PPE as kept by the Construction Health and Safety Officer, backed up by paid invoices if requested.

C.05 Provision of part-time Construction Health and Safety Officer (Month)

The Tender sum shall include for the cost of a Construction Health and Safety Officer on a fulltime if the Client should allow a part-time CHSO the amount tendered will be prorated according to the amount of time spent on the project.

C.06 Induction Training (Unit (No))

This item shall cover all costs incurred for the health and safety inductions as set out on Regulation 7 of the Construction regulations and the proof of induction required. Payment will be made on the figures contained in the induction section of the Health and Safety File.

C.07 Provision of First Aid Boxes. (Unit (No))

The rate for this item shall cover all costs incurred in the provision and maintaining of first aid boxes as outlined in Paragraph 7 above.

C.08 Submission of the Health and Safety File. (Lump Sum)

Expenditure under this item shall be made in accordance with the general conditions of contract.

This amount will be paid only once the Principal Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion



ANNEXURE A

CLOSE OUT REQUIREMENTS

The H&S files for all Contractors require closure and handover to the Principal Contractor at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor will ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files. Failure to comply could result in lack of certain certification being issued.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Organograms
- d) Legal Appointments
- e) List of all employees employed on a permanent or contractual basis over the duration of the contract
- f) Notification to Department of Labour of commencement of work
- g) Letters of Good Standing for the Project
- h) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- i) Incident Records
- j) Non- Conformance records
- k) Agent's Audits
- l) Method Statements
- m) Risk assessments
- n) Safe work procedures
- o) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- p) All drawings for temporary structures (suspended beams/scaffolds etc.)
- q) All operating manuals for any systems that require ongoing maintenance
- r) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.