

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: COM023/2021

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

ENQUIRIES: MRS P BURGOYNE
YORK STREET
GEORGE
(044) 802 2905

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

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER:

SUPPLIER DATABASE NO.: MAAA

TOTAL PRICE (INCLUDING VAT)	R
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PREFERENCES CLAIMED FOR:

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

TENDER CLOSES AT 12H00 ON TUESDAY, 29 JUNE 2021

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BIDDER CONTACT DETAILS

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

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

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

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: COM023/2021

Tenders are hereby invited for the **TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN THE GEORGE AREA FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. COM023/2021 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Tuesday ,29 June 2021**. Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.

The tender document will be available on the 1st June 2021.

A compulsory site meeting will be at the Environmental Building, 82 Meede Street George at 11:00 on Friday, 18 June 2021.

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

Tender documents are available at a non refundable deposit of R231-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Tender documents are available on the George Municipality's website: www.george.gov.za, free of charge.

Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

For more information, contact Mrs P Burgoyne at (044) 802 2905.

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

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

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

DR M GRATZ
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR COM023/2021- TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN THE GEORGE AREA FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT

BID NUMBER: COM023/2021

CLOSING DATE: 29 JUNE 2021

CLOSING TIME: 12:00

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

Supply Chain Management Unit
The Civic Centre (1st Floor)
York Street
GEORGE

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

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

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

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

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

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

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2017.

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

DETAILS OF TENDERER

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

DETAILS OF TENDERING ENTITY'S BANK

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

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

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER:COM023/2021

2. Mr/Mrs/Ms

In his/her capacity as

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

TENDER NUMBER: COM023/2021

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

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

and

and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

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

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address)

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

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

JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

COM023/2021: TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN THE GEORGE AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT

TENDER CONDITIONS :

1. Suitably qualified prospective contractors complying with all the necessary requirements are invited to bid on the above service
2. The successful bidder is required to submit a OHS plan for approval.
3. The appointed contractor , once appointed must obtain comprehensive liability insurance of at least R1 000 000, specifically covering claims that may arise from any activity related to this contract. The successful bidder must provide proof of public liability insurance and proof of premium payments.
4. Contractor must be in a possession of a valid Herbicide Certificate and valid Chainsaw Certificate and provide proof thereof.
5. The succesful contractor will supply all necessary resources such as tools and equipment, stakes for support and protection of young shrubs/trees, herbicide application aparatus
6. Contractor must be in the possession of the following equipment and must provide proof thereof:
 - 6.1 Transport : Light Delivery Veicle (LDV) – proof of valid registration
 - 6.2 All necessary safet equipment
 - 6.3 Watercart with pump and filling pump
 - 6.4 Spraying apparatus and equipment
 - 6.5 Fertilsing and sowing equipment
 - 6.6 Weed eaters
 - 6.7 Hand tools (rakes, hoes, forks and spades
 - 6.8 Rotavators, chainsaws, pruning saws, secatears
7. The Contractor must at least have 3 years proven experience in gardening techniques and provide at least 2 contactable references. **(Please refer to Past Experience , page 20 of the bidding document)**

COM023/2021: TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE AREA, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT

SPECIFICATIONS

NEED

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

SPECIFICATIONS

1. The successful contractor must be able to ensure ALL necessary resources such as tools and equipment, stakes for support and protection of young shrubs/trees, herbicide application apparatus, herbicides, pesticides, fertiliser, clean water, etc. will at all times be available when required
2. All the attached schedules are to be treated as indications only and therefore not guaranteed. George is divided into 5 portions as indicated below, and the total maintenance of flowerbeds, young trees and lawns in these areas are included in this contract. The volume of work in these areas differ somewhat and the onus rests with the contractor to properly acquaint him/herself with conditions on the ground. Side-drains and gutters adjacent to beds should also be kept clean. Contract will be awarded to one principal contractor. The five areas are
 - The greater George west of York street and Herolds bay (**Far-West**)
 - George Central from traffic circle at Hope/ York streets including York street, George Civic Centre and Courtney street (**Central**)
 - The whole of Pacaltsdorp up to Hope/York circle and Groeneweide (**West**)
 - Eastern part east of railway line and Schaapkop River up to and including the Mall.(**East**)
 - Far eastern part including Wilderness, Touwsranten, Kleinkrantz (**Far-West**)
3. **Flowerbeds** are to be kept neat and tidy at all times, especially in high season times. Activities include inter alia;
 - Pruning of young trees occurring within flowerbeds (up to average 6 meters high)
 - Very judicious spraying of weeds
 - Soil tilling or rotovating,
 - Blanking of plants,
 - Pruning, (ordinary and form pruning of shrubs and flowers, removal of dead and unwanted growth and materials, etc), as required with good horticultural practise
 - Weeding,

- Watering (especially in dry spells and newly planted areas – water is to be obtained from dams at entrances, wastewater plants or bought from municipality and carted by own transport),
 - Fertilising and feeding of all young plants in August of every year (must buy prescribed fertiliser),
 - Pesticide application (must buy their own pesticides and use as directed by the relevant official),
 - Collecting and carting away of litter and refuse in subject areas
 - Carting away of plant waste generated in above activities
 - Any related activity required, i.e. erosion measures, special protection measures, etc
 - Any related activity such as may be required
4. **Flowerbeds** at all civic centres, libraries, clinics and tourism offices are included, both on the outside and within and between buildings. In addition to the above, the following requirements apply to flowerbeds, trees and lawns at the George Civic Centre and Offices
- At least one multi skilled worker must be present at all times for the full day from 07h30 to 15h00 for **six days** per week from Monday to Saturday
 - All litter to be picked up and rubbish bins to be cleaned daily and emptied into bulk bins
 - Plant residue and cuttings to be carted away by contractor on daily basis
 - Proper turf/lawn management and lawn must be weeded regularly to keep grass clean of any broadleaved weeds.
 - Blanking/transplant of perennials – plant stock to be supplied by Municipality
5. Pruning and tending of **young trees**, (trees approximately below 6m in height) which includes replacing vandalised trees (plant material to be supplied by George Municipality), watering in very dry periods, maintaining soils, weeding fertilising when required (August/ September, annually), any activity required by the relevant parks officials maintain vigour of trees.
6. Parks and **lawns** are to be kept neat and tidy at all times, especially in high season times. All areas and Council properties requiring mowing by moto-manual means are included in this tender. Activities include inter alia;
- Mowing, Grasses to be cut within 38 mm above natural ground level
 - The whole area is to be neatly trimmed, also around the edges and against walls and fences.
 - Weeding along edges and fences,
 - Mowing of lawns to appear neat and tidy at all times.
 - An estimated 18 cycles per year will be required, approximately
 - Once a month for May, June, August and September (4 x 1 = 4);
 - Twice a month for October, November, December, January, February, March and April (7 x 2 = 14)
7. All scheduled mowing/grass cutting activities are to be completed per area within 24 hrs, i.e. if grass is cut then trimming of edges has to take place either the same day or the following day. The only exception is point 12 above.
8. No herbicides will be used at the entrances to, and main routes in the city of George, any use of herbicides is strictly forbidden and a contravention of this rule could lead to breach of this contract.

9. Please note that a penalty fee the equivalent of a percentage of the invoice value will be charged in the event that work is incomplete, substandard or unsatisfactorily done. The percentage to be charged will be at the sole discretion of the contract manager in charge.
10. Areas or activities may be altered, added or withdrawn, upon mutual agreement, but finally at the sole discretion of the relevant official. A separate price will be required for additional work areas that will be added on to the contract. This price will however be negotiated with the relevant official.
11. All contract staff should be clearly identified with company name on reflective bibs and contractors will be expected to submit Health and Safety Plans 2 weeks after appointment.
12. For evaluation purposes, tenderers must quote a fixed price per cutting schedule as well as a price per month per area even though the work is seasonal and might fluctuate. The attached schedules must be filled out in full. Payments will be made against invoice on a monthly basis. Invoices must be accompanied by full description of work undertaken in prescribed format. It is most important that the areas appear neat and tidy at all times.
13. The equipment and resources required may include;
 - Transport (labour, equipment, tools and water, etc),
 - All necessary safety equipment (incl fresh water, first aid, etc.),
 - Appropriate ablution measures,
 - Watercart with pump and filling pump,
 - Spraying apparatus and equipment,
 - Fertilising and sowing equipment,
 - Rotovators, chainsaws, pruning saws, secateurs
 - Weed eaters,
 - Handtools (rakes, hoes, forks, spades etc)

COM023/2021 - TENDER FOR APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN GEORGE AREA FOR A PERIOD OF THREE YEARS

PRICING SCHEDULE AND INSTRUCTIONS

Tenderers must quote a fixed amount per month for each area. This is a monthly rate, please quote accordingly for each area as set out in Annexure B.

THIS MONTHLY COSTS INCLUDES MOWING, FLOWER BEDS AND OVERHEADS

AREA	MONTHLY COST (1 MOWING CYCLE)	MONTHLY COST (2 MOWING CYCLES)
Area A	R	R
Area B	R	R
Area C	R	R
Area D	R	R
Area E	R	R

See list attached for small machines – a price per cutting cycle per each area of three years must be completed in full.

AREA A -THE GREATER GEORGE WEST OF YORK STREET AND HEROLDSBAY

AREA B - George Central Hope/ York street CIVIC, COURTENAY STREET

AREA C – THE WHOLE OF PACALTSORP UP TO HOPE/YORK CIRCLE AND GROENEWEIDE

AREA D – EASTERN PART EAST RAILWAY LINE AND SCHAAPKOP RIVERUP TO AND INCLUDING THE MALL

AREA E FAR EASTERN PART INCLUDING WILDERNESS, TOUWSRANTEN, KLEINKRANTZ

MONTHLY PRICE FOR NON-MOWING ACTIVITIES**OVERHEADS (PRICING INCLUDES ALL 5 AREAS)**

Labour and PPE		Cost per day	Workdays per month	Cost per month
Tools	Petrol Mowers Weed eaters hand tools	R		R
Bakkie/Trailer		R		R
Supervisor /Driver Operators General Garden Labour				
Subtotal whole team		R		R
Overheads /profit		R		R
Total				

OVERHEAD TOTALS

TOTAL YEAR 1 (PRICING INCLUDES ALL 5 AREAS)	R
TOTAL YEAR 2 (PRICING INCLUDES ALL 5 AREAS)	R
TOTAL YEAR 3	R
TOTALS (YEAR 1+ YEAR 2 + YEAR 3) (PRICING INCLUDES ALL 5 AREAS)	R

TOTAL P1

Grand total overheads for 3 years (PRICING INCLUDES ALL 5 AREAS)	R
--	---

BREAKDOWN BETWEEN MOWING AND FLOWER BEDS

18 cycles of clearing are expected per year due to the growth rate of plants in George and comprise one cycle for April to September (6 months) and two cycles per month are expected in months October to March.

SECTION 1: MOWING

	Year 1	Year 2	Year 3
Total cost per cycle as per attached schedules Annexure B (1 Cycle) (PRICING INCLUDES ALL 5 AREAS)	R	R	R
Total cost for 18 cycles (PRICING INCLUDES ALL 5 AREAS)	R	R	R

TOTAL P2

Grand total mowing 3 years (18 cycles per year for 3years) (PRICING INCLUDES ALL 5 AREAS)	
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SECTION 1: FLOWER BEDS

	Year 1	Year 2	Year 3
Total cost per cycle as per attached schedules Annexure B (1 Cycle) (PRICING INCLUDES ALL 5 AREAS)	R	R	R
Total cost for 12 cycles (PRICING INCLUDES ALL 5 AREAS)	R	R	R

TOTAL P3

Grand total flower beds (12 cycles per year for 3years) (PRICING INCLUDES ALL 5 AREAS)	R
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<u>GRAND TOTAL</u> SUM OF TOTAL(P1+P2+P3)	R
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TOTAL CONTRACT SUMMARY OF ALL TEAMS

AREA	TOTALS YEAR ONE		TOTALS YEAR TWO		TOTALS YEAR THREE	
	FLOWER BEDS 12 MONTHS	MOWING & CUTTING 18 CYCLES	PLANT BEDS 12 MONTHS	MOWING & CUTTING 18 CYCLES	PLANT BEDS 12 MONTHS	MOWING & CUTTING 18 CYCLES
		TOTAL ANNUAL 1		TOTAL ANNUAL 2		TOTAL ANNUAL 3

A						
B						
C						
D						
E						

ANNUAL TOTALS

A

B

C

**GRAND TOTAL WHOLE CONTRACT THREE YEARS (INCL15% VAT)
(SUM OF ANNUAL TOTALS : (A + B+ C)=**

Signature

THE TENDER OFFER

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

I/we agree that this offer shall remain valid for a period of **180 days** commencing from the closing date and time of this tender.

I/we further agree that:

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

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

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

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

Physical Address: _____

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

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

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

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

Name: _____

Signature: _____

Date: _____

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

ACCEPTANCE

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

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

Name: **MR ALLEN PAULSE**

Signature: _____

Capacity: **DIRECTOR: COMMUNITY SERVICES**

Date: _____

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

PART B TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

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

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

DECLARATION OF INTEREST

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

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

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points).

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name _____ of
company/firm:.....

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider

- Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION**

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
 - 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
 - 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
 - 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
 - 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
- ¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
- ² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____ (Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

MBD9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

..... Signature	..... Date
..... Position	..... Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: COM023/2021
Name of the Bidder: _____

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

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

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

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

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 2021

PLEASE NOTE:

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

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

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

1. **Definitions:**

1. The following terms shall be interpreted as indicated:

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

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application:

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

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards:

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

5. Use of contract documents and information inspection:

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

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

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

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

6. Patent rights:

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

6.2 When a supplier developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.

7. Performance security:

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses:

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing:
 - 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
 - 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents:
 - 10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance:

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

12. Transportation:

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

13. Incidental services:

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

14. Spare parts:

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty:

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment:

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

17. Prices:

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

18. Variation orders:

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

19. Assignment:

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

20. Subcontracts:

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

21. Delays in the Supplier's Performance:

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

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

23. Termination for default:

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction;
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-Dumping and Counter-Vailing duties and rights:
 - 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

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

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

26. Termination for insolvency:

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

27. Settlement of disputes:

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due to the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability:

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language:

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

30. Applicable law:

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

31. Notices:

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

32. Taxes and duties:

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

33. Transfer of contracts:

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

34. Amendment of contracts:

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the

contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices:

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



Health and Safety Specification In terms of OHS ACT 85 Of 1993

Project : COM23/2021 THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN THE GEORGE AREA FOR A 3 YEAR PERIOD

For: GEORGE MUNICIPALITY – PARKS AND RECREATION

Project Directory

Project Client

Name: George Municipality 71 York Street George 6530	Contact Details: 044 801 9111
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Designer

Name: George Municipality 71 York Street George 6530	Contact Details: 044 801 9111
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OHS

Name: OHS Inc	Contact Details: 082 7717072 admin@ohsinc.co.za
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Other Parties

Name: George Municipality Electrical Dept	Contact Details: 044 801 9222
Name: George Municipality Water Dept	Contact Details: 044 801 9262
Name: George Municipality Civil Engineering Services	Contact Details: 044 801 9111

Project Details

Provisional Start Date:	TBA
Provisional Completion Date:	TBA
Proposed Contract Duration:	TBA
Proposed Project Value:	TBA
Notification of Construction Work:	YES
Construction Work Permit Application:	N/A
Prepared by:	J van Graan
Date Prepared:	18 May 2021

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1. **Purpose**

1. The purpose of this document is to provide health and safety information about specific work risks known by the Client, Designer and Client Agent. These risks are applicable to this project and may not necessarily be common knowledge to the Contractor. The Contractor must take this information into account and ensure that their tenders include adequate resources to deal with the matters detailed in this document. Compliance must be ensured by the Contractor and Appointed Sub- Contractor to all relevant legislation. Safeguarding of employees, sub-contractors and other persons affected by the construction activities must be ensured.
2. Reference should be made to the following documentation in conjunction with this safety specification (including existing surveys, drawings and reports):
 - (a) Client specific instructions as per request for quotation
3. Due to potentially dangerous operations being undertaken in construction as well as the general labour intensive market , there is a possibility of incidents and accident which may lead to injuries or fatalities. In many instances non-compliances to the Occupational Health and Safety Act (OHS Act) has resulted in severe consequences for the parties involved. The Project Client is determined to ensure the highest health and safety standards throughout the Contract.
4. To ensure this The Client / Client Agent has prepared and published this document. This document should be used as a guideline for minimum levels of awareness and guidance for health and safety requirements for this Contract. The responsibility for adhering to these requirements rests with the Contractors.
5. **Every Employer will provide and maintain, as far as reasonably practicable, a set working environment that is safe and without risk to the health of his employees. OHS Act 8 (1)**
6. **Compliance with the OHS Act and Regulations will not be limited to this specification and the definitions contained in this document.**
7. **Tenderers are expected to be conversant with the requirements and effect of health and safety legislation, in particular the Section 8, Section and Section 14 of the Act, Hazardous chemical substances regulations and the Occupational Health and Safety Act, 85 of 1993. Provision must be made in the tender submission to comply with all legal requirements.**
8. The Service provider's personnel will be responsible implementation all necessary legislative requirements. Document control and record systems associated with the legislation must be kept by the Contractor.
9. This document should be used to assist the Service provider towards achieving compliance with the OHS Act.
10. The Specification will be implemented during implementation of the works Client / Client Agent has control over.
11. ***The Contract Client is committed to ensure compliance to all the relevant legislation regarding Occupational Health and Safety is maintained and no accident occurs.***
12. This document must be used as a means of measuring performance of all parties entering into a contract with the Client or Contractor in Occupational Health and Safety Standards.

13. The Client does not accept any liability which may result from the Contractor failing to comply with the Document; the Contractor remains responsible for achieving the required performance levels.
14. This document forms part of the Contract, and Service Providers are required to make it part of their Contracts with Sub-Contractors and Suppliers.
15. ***The successful Contractor will ensure that a Safety Plan complying with all the relevant legal requirements and this document is compiled and approved by the Client/Client Agent before commencement of Construction.***

1.2 PROJECT DETAILS

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

The successful contractor must be able to ensure ALL necessary resources such as tools and equipment, stakes for support and protection of young shrubs/trees, herbicide application apparatus, herbicides, pesticides, fertiliser, clean water, etc. will at all times be available when required

All the attached schedules are to be treated as indications only and therefore not guaranteed. George is divided into 5 portions, and the total maintenance of flowerbeds, young trees and lawns in these areas are included in the contract. The volume of work in these areas differ somewhat and the onus rests with the contractor to properly acquaint him/herself with conditions of the ground. Side-drains and gutters adjacent to beds should also be kept clean. Contract will be awarded to one principal contractor. The five areas are;

- The greater George west of York street and Herolds bay (Far.West)
- George Central from traffic circle at Hopef/York streets including York street, George Civic Centre and Courtney street (Central) .
- The whole of Pacaltsdorp up to Hopef/York circle and Groeneweide (West)
- Eastern part east of railway line and Schaapkop River up to and including the Mall.(East)
- Far eastern part including Wilderness, Touwsranten, Kleinkrantz (Far- West)

Flowerbeds are to be kept neat and tidy at all times, especially in high season times. Activities include inter alia;

- Pruning of young trees occurring within flowerbeds (up to average 6 meters high) .
- Very judicious spraying of weeds
- Soil tilling or rotovating, .
- Blanking of plants,
- Pruning, (ordinary and form pruning of shrubs and flowers, removal of dead and unwanted growth and materials, etc), as required with good horticultural practise
- Weeding,
- Watering (especially in dry spells and newly planted areas - water is to be obtained from dams at entrances, wastewater plants or bought from municipality and carted by own transport),
- Fertilising and feeding of all young plants in August of every year (must buy prescribed fertiliser)
- Pesticide application (must buy their own pesticides and use as directed by the relevant official)
- Collecting and carting away of litter and refuse in subject areas
- Carting away of plant waste generated in above activities
- Any related activity required, i.e. erosion measures, special protection measures, etc

- Any related activity such as may be required

Flowerbeds at all civic centres, libraries, clinics and tourism offices are included, both on the outside and within and between buildings. In addition to the above, the following requirements apply to flowerbeds, trees and lawns at the George Civic Centre and Offices

- At least one multi skilled worker must be present at all times for the full day from 07h30 to 15h00 for six days per week from Monday to Saturday
- All litter to be picked up and rubbish bins to be cleaned daily and emptied into bulk bins
- Plant residue and cuttings to be carted away by contractor on daily basis
- Proper turf/lawn management and lawn must be weeded regularly to keep grass clean of any broadleaved weeds.
- Blanking/transplant of perennials - plant stock to be supplied by Municipality

Pruning and tending of young trees, (trees approximately below 6m in height) which includes replacing vandalised trees (plant material to be supplied by George Municipality), watering in very dry periods maintaining soils, weeding fertilising when required (August/September, annually), any activity required by the relevant parks officials maintain vigour of trees.

Parks and lawns are to be kept neat and tidy at all times, especially in high season times. All areas and Council properties requiring mowing by moto-manual means are included in this tender. Activities include inter alia;

- Mowing, Grasses to be cut within 38 mm above natural ground level
- The whole area is to be neatly trimmed, also around the edges and against walls and fences.
- Weeding along edges and fences,
- Mowing of lawns to appear neat and tidy at all times,
- An estimated 18 cycles per year will be required, approximately
- Once a month for May, June, August and September (4 x 1 = 4); r Twice a month for October, November, December, January, February, March and April (7 x 2 = 14)

All scheduled mowing/grass cutting activities are to be completed per area within 24 hrs, i.e. if grass is cut then trimming of edges has to take place either the same day or the following day.

No herbicides will be used at the entrances to, and main routes in the city of George, any use of herbicides is strictly forbidden and a contravention of this rule could lead to breach of this contract.

Please note that a penalty fee the equivalent of a percentage of the invoice value will be charged in the event that work is incomplete, substandard or unsatisfactorily done. The percentage to be charged will be at the sole discretion of the contract manager in charge.

Areas or activities may be altered, added or withdrawn, upon mutual agreement, but finally at the sole discretion of the relevant official. A separate price will be required for additional work areas that will be added on to the contract, This price will however be negotiated with the relevant official.

All contract staff should be clearly identified with company name on reflective bibs and contractors will be expected to submit Health and Safety Plans 2 weeks after appointment.

For evaluation purposes, tenderers must quote a fixed price per cutting schedule as well as a price per month per area even though the work is seasonal and might fluctuate. The attached schedules must be filled out in full. Payments will be made against invoice on a monthly basis. Invoices must be accompanied by full description of work undertaken in prescribed format. It is most important that the areas appear neat and tidy at all times.

The equipment and resources required may include;

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

AREA-A - THE GREATER GEORGE WEST OF YORK STREET AND HEROLDSBAY

AREA-B - George Central Hope/ York street C|VIC, COURTENAY STREET

AREA-C- THE WHOLE OF PACALTS DORP UP TO HOPE/YORK CIRCLE AND GROENEWEIDE

AREA-D - EASTERN PART EAST MILWAY LINE AND SCHAAPKOP RIVERUP TO AND INCLUDING THE MALL

AREA-E - FAR EASTERN PART INCLUDING WILDERNESS, TOUWSRANTEN, KLEINKRANTZ

1.3. EXISTING ENVIRONMENT

The works/services will be conducted at areas generally accessible by members of the public. The service provider will have to ensure special care is taken to protect, members of the public's health and property. Employees must be made aware of the possibility of being exposed to the dangers of snake's and insect bites precautionary measures must also be identified and implemented. Where possible screens must be used to protect vehicles and other items from flying debris when using lawn mowers as well as weed eaters

The service provider will have to inspect each work area to ensure that the area is safe for employees to perform their works.

Good housekeeping practices must be enforced at all times and no rubble must be left lying around. All efforts must be made to protect employees against slipping and tripping hazards

No external visitors will be allowed to visit the work area unless permission has been obtained from the Client/Client representative.

Some works will be conducted next to public roads, the contractor will have to make provisions for flag persons, traffic cones and warning signage. A basic traffic management plan must be drafted indicating how works will be conducted, the plan must be submitted to the traffic department for comments and approval.

The contractor must ensure that when employees are transported to work areas their safety while traveling is considered at all times, information regarding requirements can be obtained at <https://www.arrivealive.mobi/transportation-of-passengers>

The service provider must ensure that the requirements as stated in section 9 of the Occupational Health and Safety Act 85 of 1993

No fires will be allowed at any works area

1. Hazards particular to this project Baseline Risk Assessment

1.4 BASELINE RISK ASSESSMENT (See Annexure D)

Significant Risks and Hazards identified by the Client/Designer/Client Agent.

- COVID-19
- Loading and offloading of equipment
- Noise and Dust
- Manual Handling of general items
- Working next to public roads
- Working with hands
- Use of lawn mowers
- Use of bush cutters
- Use of chainsaws
- Use of weed eaters
- Fire
- Use of flammable liquids
- Hand Tools
- Hazardous Substances (Chemicals and gases)
- Line of fire
- Pinch Points
- Ergonomics
- Housekeeping
- Personal Protective Equipment
- Management of Change
- Fuel Fumes
- Stacking and storage of materials in work areas.
- Snakes and other positions insects

NOTE:

Please refer to end of Safety Specification for minimum control measures required to address these risks.

The following materials and substances have, or may have, to be used in the works or is present and are identified as potentially posing special health and / or safety hazards during the project. Appropriate measures will need to be specified for their control:

- Petrol
- Diesel
- Oils

The following Project Client safety rules and/or requirements are to be observed:

Safety Rules

COVID-19	<ul style="list-style-type: none"> • Daily screening must be conducted • Wash hands and sanitize regularly • Wear mask at all times • Do not come to work if you feel sick or display symptoms of COVID-19 • Immediately report to your supervisor if you start feeling sick while at work
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MANUAL LIFTING	<ul style="list-style-type: none"> • Keep your back straight, Bend the knees, don't reach and lift, Get help for heavy loads.
DAILY INSPECTIONS	<ul style="list-style-type: none"> • All equipment used must be inspected daily by the user and monthly by a competent person.
UNSAFE USE OF TOOLS	<ul style="list-style-type: none"> • Inspect regularly, report all defects at once, use the right tool safely, Put it away safely
PROTECTIVE EQUIPMENT	<ul style="list-style-type: none"> • Ensure you use the correct PPE for the job at hand
HOUSEKEEPING	<ul style="list-style-type: none"> • A clean job is a safe job, use waste bins, Pile materials safe and neat, Remove hazardous debris
TEAMWORK	<ul style="list-style-type: none"> • Plan all work with safety • Protect fellow workers • Ensure work areas are made safe before work starts

2. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1. Scope

1. This Section covers the requirements for eliminating and mitigating incidents and within the Contract. The scope addresses minimum legal compliance, hazard and risk management, promotion of a health and safety culture amongst all parties involved in the project and those affected by the activities taking place.
2. Contractors employed by The Project Client / Project Agent must ensure that the provisions of the specifications are applied both on the site and all off site activities relating to this project.
3. The Contractor must enforce the provisions of these Specifications amongst all subcontractors and suppliers for the project.

2.2 Interpretation

2.2.1 Application

1. The Occupational Health and Safety Specification contains clauses that are applicable to building / construction/ general works and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the Act is in addition to the requirements of the Occupational Health and Safety Specification and form part of the Contractor's responsibility. The Client / Client Agent will monitor that the Contractors compliance with the requirements of the OHS Act.

2.2.2 Definitions

Client

means any person for whom construction work is being performed;

Competent person

Means a person who

- (a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No. 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training.
- (b) Is familiar with the Act and with the applicable regulations made under the Act;

Contractor

Means an employer who performs construction work

“exposed”

means exposed to a hazardous chemical substance whilst at the workplace and “exposure” has a corresponding meaning;

HCS” or “hazardous chemical substance”

means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture of such substances for which—

- (a) an occupational exposure limit is prescribed; or
- (b) an occupational exposure limit is not prescribed, but which creates a hazard to health;

Hazard

Means a source of or exposure to danger which may cause injury or damage to persons or property;

Hazard identification

Means the identification and documenting of existing or expected hazards to health and safety of persons which are normally associated with the type of construction work being executed or to be executed;

Health and safety file

Means a file, or other record containing the information in writing required by these Regulations

Health and Safety Plan

Means a site, activity or project specific document plan in accordance with the client’s health and safety specification.

Medical certificate of fitness

Means a certificate contemplated in regulations 7 (8) of the Act

Note: Only medical certificates issued by an Occupational health practitioner as described above will be accepted on this project

OEL” or “occupational exposure limit”

means a limit value set by the Minister for a stress factor in the workplace as revised from time to time by notice in the Government Gazette;

“respiratory protective equipment”

means a device which is worn over at least the mouth and nose to prevent the inhalation of airborne hazardous chemical substances and which is of a type, or conforms to a standard approved by the Minister;

Risk

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

Risk assessment

Means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove or control such hazard

“SABS 0228” the Code of Practice for the Identification and Classification of Dangerous Substances and Goods, SABS 0228, published by the South African Bureau of Standards (SABS);

Site

Means the area in the possession of the 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 Contractor;

The Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and Regulations promulgated there under.

2.3 General Health and Safety Provisions**2.3.1 Notification of Intention to Commence Construction Work**

1. A contractor who intends to carry out any construction work other than work contemplated in regulation 3(1), must at least 7 days before that work is to be carried out notify the provincial director in writing in a form similar to Annexure 2 if the intended construction work will—
 - (a) include excavation work;
 - (b) include working at a height where there is risk of falling;
 - (c) include the demolition of a structure; or
 - (d) include the use of explosives to perform construction work.
2. A contractor who intends to carry out construction work that involves construction of a single storey dwelling for a client who is going to reside in such dwelling upon completion, must at least 7 days before that work.

Not applicable for this contract !!!!

2.3.2 Assignment of Contractor’s Responsible Persons to Supervise Health & Safety**2.3.2.1 Supervisor OHS Act 85 of 1993 Section 8**

1. Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.
2. Without derogating from the generality of an employer's duties under subsection (1), the matters to which those duties refer include in particular-
 - (e) Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.

3. Competency requirements – CV with proof of more than 3 years' experience in the same position, Legal liability training, General OHS Act & Regulations training & HIRA training Certificates
4. The service provider will be expected to provide competent supervisor with the required skills and knowledge for the works that will be conducted

2.3.3 Competency for Contractor's Responsible Persons

1. The Contractor's responsible persons will be competent in health and safety, use of hazardous chemical substances, grass cutting equipment and general tools and equipment he/she will have undergone Health and Safety Courses.

Typical courses will include, HIRA, Legal liability, Incident Investigation, and OHS Act training. Proof must also be provided that the relevant appointed responsible person has experience related to the work that will be conducted

Proof of competence in regards to specific work that will be conducted must also be Available, this will include all relevant registrations required to perform electrical work for both the company as well as specific employees identified to perform specialised task

2.3.4 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

1. The Contractor will submit a letter of good standing with the Compensation Insurer to The Project Client / Client Agent, within 10 working days from receipt of the Letter of Acceptance from The Project Client / Client Agent. This shall be renewed as and when required so as to remain valid for the duration of the Contract **"No letter of Good Standing No work"**

2.3.5 Occupational Health and Safety Policy

1. The Contractor will submit a Health and Safety Policy drafted in line with the OHS Act 85 of 1993 section 7 requirements with the Tender, signed by the Chief Executive Officer.

2.3.6 Health and Safety Organogram

1. The Contractor will submit an organogram to the Client/ Client Agent, outlining the Health and Safety site team appointments as required by the OHS Act. The organogram must include the legal reference under which each person is appointed as well as the persons contact details (Cell phone number and e-mail address).

2.3.7 Risk Assessment for work (Risk assessment required for all tasks that will be performed on this contract.

1. Every employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees.

Without derogating from the generality of an employer's duties under subsection (1), the matters to which those duties refer include in particular-

- (b) taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, before resorting to personal protective equipment;
- (c) making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;

- (d) establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;
- (e) providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees;
- (f) as far as is reasonably practicable, not permitting any employee to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;

Ergonomic risk assessment Published 6 December 2019 exemption was given until June 2021 but the basics of ergonomics must still be addressed

2. An employer must, before the commencement of any work that may expose employees to ergonomic risks, have an ergonomic risk assessment performed by a competent person.

The ergonomic risk assessment contemplated in paragraph (a) must be performed after consultation with the health and safety committee established in respect of a workplace under the employer's control or the health and safety representatives designated for that workplace or for different sections thereof.

- (2) The ergonomic risk assessment contemplated in subregulation (1) must–
 - a. be conducted at intervals not exceeding two years; and
 - b. include–
 - i. a complete hazard identification;
 - ii. the identification of all persons who may be affected by the ergonomic risks;
 - iii. how employees may be affected by the ergonomic risks;
 - iv. the analysis and evaluation of the ergonomic risks; and
 - v. the prioritisation of ergonomic risks.
- (3) An employer must review the relevant ergonomic risk assessment made in accordance with subregulation (1) if–
 - a. such assessment is no longer valid;
 - b. control measures are no longer effective;
 - c. technological or scientific advances allow for more effective control methods;
 - d. there has been a change in–
 - i. the work methods;
 - ii. the type of work carried out; or
 - iii. the type of equipment used to control the exposure; and
 - e. an incident occurs or medical surveillance reveals an adverse health effect, where ergonomic risks are identified as a contributing factor.
- (3) A contractor must ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures and or control measures before any work commences, and

thereafter at the times determined in the risk assessment monitoring and review plan of the relevant site.

- (5) A contractor must ensure that copies of the risk assessments of the relevant work area are available on site for inspection by an inspector, the client, the client's agent, any contractor, any employee, a representative trade union, a health and safety representative or any member of the health and safety committee.
- (6) A contractor must review the relevant risk assessment—
 - (a) where changes are effected to the design and or construction that result in a change to the risk profile; or
 - (b) when an incident has occurred.

Continuous Risk Assessment

1. This should take place continually, as it forms an integral part of day-to-day management.
2. It should be conducted by frontline supervisors on a **DSTI (Daily Safe task instruction)** on site and it is essential that formal training is provided to enable the said personnel to be efficient in conducting said assessment. The Contractor must ensure that the Risk Assessment identifies the hazards present in work activities on site. This must be followed by an evaluation of the risks involved taking into account those precautions already being taken.

2.3.8 Health and Safety Representative(s) Section 17

1. The Contractor will ensure that a Health and Safety Representative(s) are /is elected for every 20 employees on site and trained to carry out his / her functions. The appointment must be in writing. The Health and Safety Representative will carry out regular inspection, keep records and report to the supervisor to take appropriate action. He / She will attend Health and Safety Committee Meetings. The Health and Safety Representative will be part of the team that will investigate incidents, accidents & non-conformances.

2.3.9 Health and Safety Committee Section 19

1. The Contractor will ensure that monthly health and safety meetings are held, and minutes are kept on record. Meetings must be organized and chaired by the Contractor's Responsible Person. The Contractor will ensure that the *Health and Safety Representative(s)* is/are invited to attend the meeting as observer. Copies of the minutes must be made available to the Client/ Client Agent or Inspector.

2.3.10 Inductions

1. All Contractor's personnel shall undergo induction before commencement of work on the Project Site. Appropriate time must be set aside for training (induction and other) of all employees. Acknowledgement of receiving and understanding the induction shall be signed by all persons receiving this induction.

Prior to induction all Contractor's personnel shall undergo a pre-employment medical examination and be confirmed fit for duty. This examination shall be arranged by the Contractor at the Contractor's cost and a copy of the medical must be available in the safety file at all times

Employees are responsible for their own Health and Safety and that of their co-workers within their work area. They shall be made aware of their responsibilities during induction and awareness sessions which include:

- Familiarising themselves with their workplaces and Health and Safety procedures;
- Working in a manner that does not endanger them or cause harm to others;
- Keeping their work area tidy;
- Reporting all incidents / accidents / occupational ill-health and near misses;
- Protecting fellow workers from injury;
- Reporting unsafe acts and unsafe conditions;
- Reporting any situation that may become dangerous;
- Carrying out lawful orders and obeying HSE rules.
- Reporting to the employer when displaying any COVID-19 symptoms while at work or at home.

The Contractor shall ensure that all Contractor's personnel undergo general work induction with regard to the approved HSE Plan, general hazards prevalent on the Tender Risk Assessments, HSE Rules and other related aspects.

The contractor must ensure that as new employees are brought to the work area they also undergo inductions before being able to perform any task.

Evidence of training skills and competencies shall form part of the Contractor's records. The Contractor shall ensure that all Contractors' personnel are adequately trained in the type of work / tasks to be performed. This training shall extend to include relevant procedures, Hazard Identification and Risk Assessment. Contractor's personnel shall have the appropriate qualifications and shall work under competent supervision. Copies of records of appropriate training and qualifications for all employees shall be kept and maintained. When there is an amendment to an Act, Regulation, Contractor's HSE Requirements Document and/or HSE Plan, all affected staff shall undergo the relevant re-training.

2.3.11 Medical Surveillance Programme

1. The Client will only accept medicals Conducted by Registered Occupational Health Practitioners who hold valid qualifications in occupational health (AIA Registration).

The Contractor shall ensure that all their Contractor's personnel have undergone a pre-employment medical examination and have available Annexure 3 before starting work on the Project. An exit medical examination shall be done by all employees before leaving the Project Site.

The preemployment and exit medicals shall, as a minimum, be to the standard of what is referred to as 'Red Ticket' medical fitness certification. If the contract is longer than 12 months, then this shall include an annual periodic medical. The medical certificate shall be issued before the employee commences work. If the Contractor does not provide proof of valid certificates of fitness for a Contractor's Employee, then such Contractor's Employee shall not be permitted access to the Project Site.

The medical certificate shall be renewed annually. Exit medicals shall be conducted prior to the termination of the employee's contract for / at the Project Site unless otherwise advised by the Client. The Contractor's Employees shall be issued with the required medical records to prove medical status at the time of exiting the Project Site. The Contractor shall provide a documented process for managing those employees who are issued with a conditional certificate of fitness.

2.3.11 Awareness

1. The Contractor will conduct, toolbox talks twice weekly and before any hazardous work takes place. The talks will cover the relevant, daily, activity and an attendance register must be kept and signed by all attendees. A record of the content of the topic will be kept on the site health a safety file.

2.3.12 Competency

1. After the Contractor has identified the training to be conducted, based on the Hazard Identification Risk Assessment (HIRA); he / she will send the relevant persons on appropriate courses and keep certificates of training for reference.

2.3.14 General Record Keeping

1. The contractor will keep and maintain Health and Safety records to demonstrate compliance with the Occupational Health and Safety Specification and the Act. The contractor will ensure that all records of incidents, spot fines, training etc. are kept on site. All documents will be available for inspection by The Project Client / Client Agent or Inspectors.

2.3.15 General Inspection, Monitoring and Reporting

1. The Contractor will carry out daily inspections and investigate all incidents and report to The Project Client / Client Agent. The contractor will be required to keep records of all inspections and investigations which were undertaken and any other inspections and investigations by person's authorised to do so.

2.3.16 Internal Audits

1. The Principal contractor's responsible Safety Officer (Consultant) will conduct Health and Safety audits every second month to ensure compliance with the OHS Act 85 of 1993 and Occupational Health and Safety Specification and communicate the findings to the Client Agent. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.3.17 External Audits

1. The Project Client / Client Agent will conduct health and safety audits to ensure compliance with the Occupational Health and Safety Act 85 of 1993, Safety Specification and any relevant Health & Safety Legislation. All documentation held by the Contractor will be available for inspection.
2. Audits and Inspections may be conducted on an ad hock basis without informing the Contractor.
3. **Any findings observed during these audits will be placed on an audit action plan that will show the deviation, the reason for the deviation occurring, the proposed actions that will be taken to correct the deviation, responsible persons name, proposed close out date, actual closed out date and a signature of the contractor's responsible person confirming the close out.**
4. The action plan must be submitted to the Client Agent within 3 days of receiving the audit report

2.3.18 Emergency Procedures

1. The Contractor shall develop his own emergency response plan for both work areas and office areas and submit this plan to the Client Agent for approval. The plan shall be amended as required by the Client/Client Agent. The Contractor shall ensure that all personnel are aware of and trained in the execution of the emergency plan. The procedure will detail the response plan including the following key personnel:

- (a) List of key personnel,

- (b) Details of emergency services,
 - (c) Actions or steps to be taken in the event of the emergency; and
 - (d) Information on hazardous materials / situations, including each material's hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.
2. Emergency procedures will include, but will not be limited to, COVID-19, fire, spills, accidents involving employees, use of hazardous substances, electrical shock or contact, etc. The Contractor will advise The Project Client / Client Agent in writing of any on site emergencies, together with a record of action taken, within 24 hours of the emergency occurring. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.
 3. The Contractor shall be responsible for ensuring that his emergency plan is reviewed annually, and after every incident which caused the emergency plan to be activated. Any changes made shall be briefed to all persons affected.

2.3.19 First Aid Box and First Aid Equipment

1. The Contractor will appoint in writing a First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training before starting on site, or must be in possession of a valid certificate, of which copies are to be kept at the work area. The Contractor will provide, on site, First Aid Boxes, adequately stocked at all time, and ensure that the First Aid Box is accessible and fully controlled by a qualified First Aider. In addition, the location of these boxes must be indicated by means of Health and Safety Signage. A picture with the name and contact number of the First Aider on duty must be on displayed in all relevant areas.

2.3.20 Accident / Incident Reporting and Investigation

1. The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified (Competence certificate required) person or persons who have sufficient The Contractor will in addition to the prescribed requirements of the OHS Act investigate, record and report all reportable incidents. The investigations will be conducted by a qualified **competent** person or persons who have sufficient knowledge to carry out an investigation. In the case of a serious injury, meaning one in which a loss of man-hours are experienced exceeding 7 days, an independent investigator must be appointed by the Contractor. All incidents on site must be reported to the Client Agent within 1 hour of occurrence by means of a telephone call or text message via cell phone. A flash report will be completed and forwarded to the Client & Client Agent within four hours of incident occurrence.

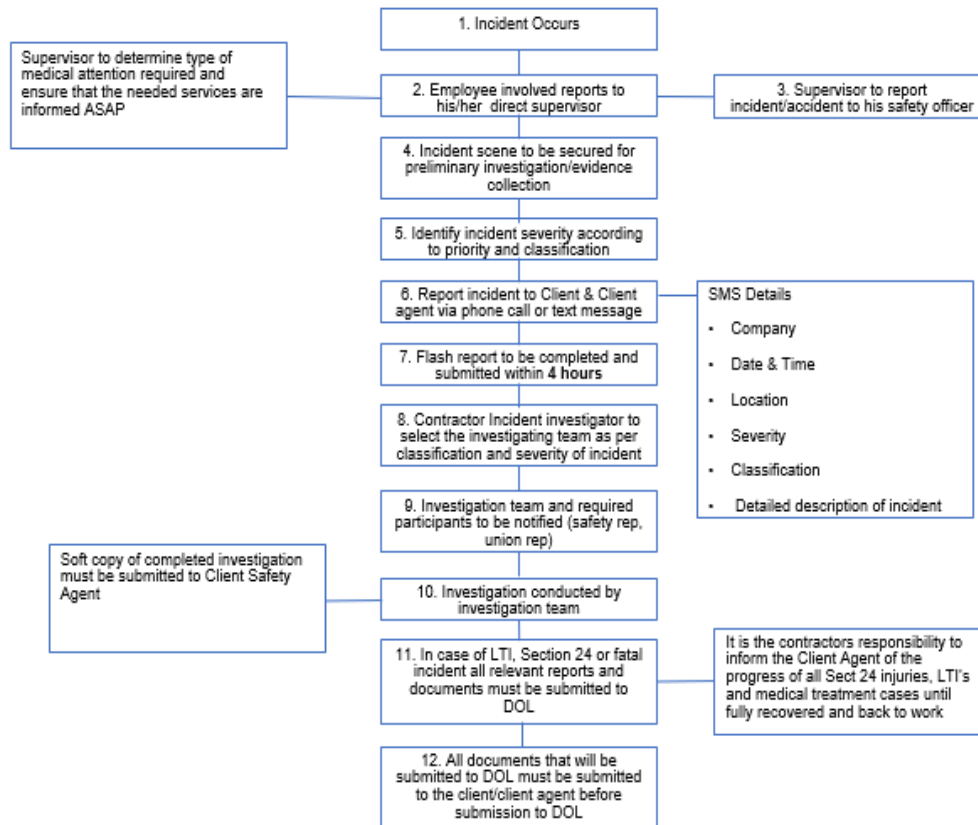
Preliminary investigations must be submitted to the Client agent within three days of incident occurring, the investigation will be reviewed, and the client agent reserves the right to request changes made to the investigation upon agreement with the contractor. In the event of section 24 and LTI investigations a final investigation report will be compiled and submitted to the Client/Client Agent with a detailed action plan outlining precautionary measures that will be taken to prevent reoccurrences as well as any other actions needed and identified during the investigation process.

The contractor will provide to the Client & Client agent a scanned copy of the full final investigation as well as the following documents.

- Copy of the DSTI
- Copy of the risk assessment at the time of incident as well as a revised risk assessment.

- All appointments and competency certificates of supervision involved as well as injured person.
- Copy of injured person's pre-employment medical
- All medical reports e.g. First medical, follow up medicals as well as final medical and resumption report.
- Annexure 1 report of incident to department of labour
- Detailed action plan addressing all findings made during the investigation
- Proof of all close outs of findings made during the investigation
- Copies of all witness and other statements taken.
- Proof of Incident recall with all employees

Incidents will be managed according to the flow chart below



2.3.21 Hazards and Potential Situations Communication

1. The Contractor will immediately notify other Contractors or Sub-contractors of any hazardous or potentially hazardous situations, which may arise during performance of the activities.

2.3.22 Personal Protective Equipment (PPE) and Clothing

1. The Contractor will make provision and keep adequate quantities of SABS approved PPE or clothing on site at all times. These will be analysed by means of the Risk Assessment. The contractor must ensure that a PPE survey is conducted to determine the type of PPE that will be needed and indicate which job category will need what PPE this will include COVID-19. PPE issue records must be available for all PPE issued to employees on site, ensure each employee signs for their PPE

All employees must be trained regarding the use maintenance and limitations of PPE issued for COVID-19 this will include the washing, drying and ironing of face masks

2. The Contractor will clearly outline procedures to be taken when PPE or clothing is:
 - (a) Lost or Stolen
 - (b) Worn Out or Damaged
 - (c) When and where it must be worn or used

2.3.23 Occupational Health and Safety Signage

1. The Contractor will provide adequate on site OHS signage complying with **SANS1186 requirements**. OHS signage will include, but will not be limited to, Safety Goggles, Safety Shoes to be worn; Dust Masks to be worn in areas where there might be exposure to excessive dust; Ear Plugs / Muffs to be worn where there might be exposure over 85 dBa; etc. The Contractor will be responsible to maintain the quality and replacement of signage. Type of signage needed will be determined by the existing hazards and risks on site.

The contractor will also ensure ample informative and instructive COVID-19 posters are displayed at all areas where employees gather or perform their work

2.3.24 Consolidated Health and Safety File

1. The Contractor will, hand a consolidated health and safety file to the client on completion of work, this must include records of drawings, designs, entry/exit medicals, incident investigations, non-conformances raised or received, risk assessments as well as significant information regarding the construction of the completed structure.

2.3.25 Permits

1. The Contractor will issue a permit for all hazardous or dangerous activities to be carried out during contract.

All relevant required wayleave permits as per the George Municipal processes and Procedures must be obtained.

2.3.26 Contractors

1. The Contractor will ensure that all Sub-contractors under his / her control are complying with the Occupational Health and Safety Specification, requirements by the Act, and any relevant legislation which may relate to the activities directly or indirectly.

2.3.27 Work Stoppage due to non-conformance

The Client Agent and the Client are entitled to stop the execution of the works and issue Nonconformance notices for serious / life threatening Health, Safety or Environmental violations. Any non-conformances / findings / observations found during audits / inspections shall, where practicable, be raised, discussed and resolved directly with the Contractor.

The conditions that can lead to work stoppages include but shall not be limited to:

- Management of change: This is when there are changes to the work environment (e.g. management / supervisory changes) and / or construction work (e.g. modifications to the design) at any phase of the construction period, and / or amendments with regards to the Clients rules and regulations and / or legislative amendments;
- Unsafe acts / behaviours by Contractor's personnel;
- Unsafe conditions resulting from unforeseen hazards, changes in working procedures, unexpected weather conditions and malicious acts of vandalism. In the event of unsafe conditions being identified by any person, the process to be

followed shall be:

- The Client/Client Agent shall be informed immediately.
- The work activity shall be stopped immediately and conditions made as safe as possible as an interim measure.
- The affected workforce shall be removed from the work area and the Contractor shall correct the Health and Safety deficiencies by allowing only the people in the area that are competent to make the area safe.
- The Contractor shall ensure that no other work is being performed in the area during this time. The area shall be barricaded and a sign placed with the wording “Unsafe Area – Authorized Access Only”. Where necessary guards shall be posted to prevent entry.
- The Client Agent shall review the affected parts / sections of the HSE Plan with the purpose of providing additional HSE information to the Contractor to enable the establishment of a safe working environment.
- The Contractor shall revise the relevant sections in the HSE Plan to accommodate the changes.
- The Client Agent shall review the revised provisions in the HSE Plan to ensure they are adequate and approve it before the work activity is commenced. The work activity / work area shall be subject to additional monitoring in the initial stages to ensure that safe conditions remain.

2.3.28 Environmental Management

The Contractor shall comply with all relevant published legislation

2.4 Occupational Safety

2.4.1 Stacking of Materials

1. A contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that –
 - (a) a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
 - (b) adequate storage areas are provided;
 - (c) there are demarcated storage areas; and
 - (d) storage areas are kept neat and under control.

2.4.2 Housekeeping and General Safeguarding

1. A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987, ensure that suitable housekeeping is continuously implemented on each construction site, including –
 - (a) the proper storage of materials and equipment;
 - (b) the removal of scrap, waste and debris at appropriate intervals;
 - (c) ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
 - (d) ensuring that materials which are no longer required for use, do not accumulate on and are removed from the site at appropriate intervals;
 - (e) ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14(6);
 - (f) ensuring that construction sites in built-up areas adjacent to a public way are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons; and

- (g) ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

2.4.3 Hazardous Chemical Substances (HCS)

1. In addition to the requirements in the HCS Regulations, the principal contractor must provide proof in the Health and Safety Plan that:
 - (a) Material Safety Data Sheets (MSDS's) of the relevant materials / hazardous chemical substances are available prior to use by the contractor. Mention should be made how the principal contractor is going to act according to special/unique requirements made in the relevant MSDS's. All MSDS's will be available for inspection by the agent at all times.
 - (b) Exposure monitoring is done according to OESSM and by an Approved Inspection Authority (AIA) and that the medical surveillance programme is based on the outcomes of the exposure monitoring.
 - (c) How the relevant HCS's are being/going to be controlled by referring to:
 - i. Limiting the amount of HCS
 - ii. Limiting the number of employees
 - iii. Limiting the period of exposure
 - iv. Substituting the HCS
 - v. Using engineering controls
 - vi. Using appropriate written work procedures
 - (e) The correct PPE is being used.
 - (f) HCS are stored and transported according to SABS 072 and 0228.
 - (g) Training with regards to these regulations was given.
2. The H&S plan should make reference to the disposal of hazardous waste on classified sites and the location thereof (where applicable).
3. The First Aider must be made aware of the MSDS and how to treat HCS incidents appropriately.

2.4.4 Noise Induced Hearing Loss

1. Where noise is identified as a hazard the requirements of the NIHL regulations must be complied with and the following must be included / referred to in the Health and Safety Plan. The Contractor must be able to:
 - (a) Proof of training with regards to these regulations.
 - (b) That monitoring carried out by an AIA and done according to SABS 083.
 - (c) Medical surveillance programme is established and maintained for the necessary employees.
 - (d) Control of noise by means of:
 - i. Engineering methods considered
 - ii. Admin control considered
 - iii. Personal protective equipment considered/decided on
 - iv. Describe how records are going to be kept for 40 years.

2.4.5 Fire Fighting Equipment & Fire Safety

1. The Contractor will provide adequate, regularly serviced fire extinguishers located at strategic points on site. The Contractor will keep spare serviced portable fire extinguishers. The Contractor will have adequate persons trained or competent to use the Fire Fighting Equipment. Safety signage will be posted; indicating locations of fire extinguishers.

Fire Safety

The Contractor shall develop fire safety and evacuation procedures for any area under his control prior to the commencement of any work thereon. The procedure shall take into consideration the size of the area, types of work being done (e.g. cutting, welding, grinding, etc.), amount of combustible materials present etc. It shall take account of any hot work permit arrangements and all other applicable fire and evacuation procedures. All Contractor's personnel entering and working on the Project Site, shall be trained in fire safety and emergency evacuation and any other duties they are required to perform e.g. Fire Warden.

Existing fire management systems in buildings shall be maintained during construction whenever possible. Any changes shall be approved by the Client before implementation

Fire Safety Plan

The Contractor shall prepare a Fire Safety Plan which shall include:

- a) The designation and organisation of personnel to carry out fire safety duties, including fire watch service, if applicable.
- a) Emergency procedures to be used in the case of fire, including:
 - method of sounding the fire alarm;
 - notifying the fire department;
 - instructions to personnel;
 - fire-fighting procedures;
 - evacuation routes;
 - location of assembly points; and
 - Integration with existing site emergency procedures.
- c) The control of fire hazards in and around buildings.
- d) Maintenance of fire-fighting facilities.
- e) Display in strategic places a site plan that will illustrate the assembly points, locations of means of raising the alarm and extinguisher media. A plan shall be drawn up for each area under the Contractors control and shall, where appropriate, include office and welfare facilities.

2.4.6 Portable Electrical Tools

1. A contractor must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice No. R. 1593 of 12 August 1988, ensure that –
 - (a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
 - (b) all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
 - (c) the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;

- (d) all temporary electrical installations used by the contractor are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and
- (e) all electrical machinery is inspected by the authorized operator or user on a daily basis using a relevant checklist prior to use and the inspection findings are recorded in a register kept on the construction site.

2.4.7 Public Health and Safety

1. The Contractor will ensure that each person working on or visiting a site, and the surrounding community, will be made aware of the dangers likely to arise from on-site activities and the precautions to be observed to avoid or minimize those dangers. Appropriate health and safety signage must be posted at all times. No visitor will be allowed to be on site without permission of the Supervisor or his/her Assistant. All visitors must complete a visitors register, which should include the name, reason for visit and contact detail of said person. Members of the public will not be allowed to enter the work site as this will be a high risk activity.
2. Both the Project Client / Client Agent and the Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by their activities to be aware and put preventative measure in place. The public or visitors will go through a brief health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. All visitors must complete a register, which should include the name, reason for visit and contact detail of said person.

2.4.8 Facilities for Safekeeping and Eating Area (Mess Room) for workers

1. There will be a temporary structure to serve as a mess room or eating area.

2.5 Occupational Health

1. Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. The occupational hazards and risks may enter the body in three ways:
 - (a) Inhalation e.g. cement dust;
 - (b) Ingestion through swallowing;
 - (c) Absorption through the skin (pores) e.g. painting or use of thinners.
2. The contractor must ensure that where employees are exposed to airborne contaminants, pre-employment medicals should be conducted to ensure fitness to work under such conditions.
3. The contractor will be responsible for the full cost of medical treatment that his staff may require; the contractor is therefore required to ensure that all his personnel are medically fit.

2.6 COVID-19 (SARS-CoV-19 virus) Workplace Preparedness:

Background

Coronavirus Disease 2019 (COVID-19) is a respiratory disease caused by the SARS-CoV-2 virus and was declared a pandemic by The World Health Organisation. The Government of South Africa instituted a Nationwide lockdown from 26 March and during the lockdown only essential services were allowed to perform work. The South African Government has since decided to gradually phase out the lockdown and divided the phase out process into different levels ranging from level 5 to level 1.

To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers, and the public, it is important for all employers to plan now for COVID-19. The planning will involve updating plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of SARS-CoV-2 (i.e., compared to influenza virus outbreaks).

Employers will be expected to comply with all requirement and regulations published by the South African Government to prevent potentially worsening outbreak conditions. Lack of continuity planning can result in a cascade of failures as employers attempt to address challenges of COVID-19 with insufficient resources and workers who might not be adequately trained for jobs they may have to perform under pandemic conditions.

The lack of contingency planning must also be addressed at the workplace as well as in the surrounding communities as this virus affects workplaces and surrounding communities.

This response plan remains in force for as long as the declaration of a national disaster published in Government Gazette 43096 on 15 March 2020 remains in force

General Precautionary Measures

COVID-19 Screening

Use checklists/Questionnaire completed daily by the employees that addresses symptoms of COVID-19 and where temperature measurements are noted. The document should at minimum include the following;

- Name and Surname of employee
- Home address
- Date Completed
- Date of Birth
- Job description
- Contact number as well as alternative contact number
- Next of kin details – Name, relationship, and contact details
- Site information

The following minimum questions regarding symptoms must form part of the document

- | | |
|----------------------------------|--------|
| ○ Fever/Chills | Yes/No |
| ○ Cough | Yes/No |
| ○ Sore throat | Yes/No |
| ○ Shortness of Breath | Yes/No |
| ○ Body Aches | Yes/No |
| ○ Redness of eyes | Yes/No |
| ○ Loss of smell OR loss of taste | Yes/No |
| ○ Nausea/vomiting/diarrhoea | Yes/No |
| ○ Fatigue/weakness | Yes/No |
- Employees temperatures must be tested at minimum twice a day.
 - Ensure a minimum distance of at least 2 meters between workers.
 - Avoid close contact with people suffering from acute respiratory infections.
 - Frequent sanitizing and handwashing, especially after direct contact with ill people or their environment.
 - Avoid crowded places and close contact with people who are unwell or showing symptoms of illness.
 - People with symptoms of acute respiratory infection should practice cough etiquette (maintain distance, cover coughs and sneezes with disposal tissues or clothing, and wash hands).

- Wear N95 or surgical masks or cloth masks as per Department of Health specifications.
- Cover all wounds or cuts on hands with waterproof plasters.
- Practice good personal hygiene (e.g. after clean-up is carried out, after handling waste or other dirty items, and after visiting the toilet).
- Seek medical attention promptly if one is feeling unwell.
- All employees to be vigilant and always adopt good personal hygiene practices.
- Avoid handshakes, fist bumps or any type of physical contact.

Precautionary Measures Towards General Housekeeping / Waste Management

- Assign a team of employees to carry out cleaning and housekeeping daily.
- Provide facial masks, rubber gloves, safety glasses & other required PPE for housekeeping employees.
- Disinfect high human contact points such as doorknobs / door handles and tabletops with disinfectants such Hypochlorite, Alcohol min 70%, Hydrogen peroxide, phenolic compounds or Quaternary ammonium compounds on a daily basis. Consult labels and material safety data sheets for PPE and first aid requirements.
- Ensure waste bins are always covered/cleared daily.
- Clean up any spillages immediately.
- Clean toilets regular and pay attention to areas with high human contact such as water taps, door / towel / cistern handles, seats and cover flaps, wash basins, doorknobs, buttons and switches.
- Provide adequate supply of toilet paper.
- Do not use a common hand towel. Always use paper towel or hand dryers and liquid soap at all times.
- Ensure toilet – flushing apparatus is functioning at all times.
- Ensure that all sanitary pipes and fittings are in good working conditions.

Site Entry

- Daily toolbox talks will be introduced upon reporting for duty
- Employees will be sensitized on the precautionary measures with regard to the exposure and the personal hygiene of employees.
- Emphasize the importance of reporting symptoms such as cough, sore throat, high fever, and believe you may have been exposed to someone with the Novel Corona virus. Provide employees with the COVID-19 helpline number **0800 029 999**
- Encourage employees if they do have a mild cough or other flu like symptoms to visit the local clinic or doctor.
- If employees experience any of the above, they should report immediately to their Line Managers and / or HR Manager.
- Keep updated register of employees on site each day for tracing purposes should an employee test positive

Precautionary Measures For Handling Visitors

External visitors' access will be restricted. Only critical customer and supplier visitors will be allowed on site. Any other exceptions will also require site leader approval prior to entry.

Continued Precaution

Employees who have symptoms (such as a fever and a dry cough) or have reason to believe they were Exposed to someone diagnosed with Covid-19, may not come to work and must contact their local Human Resources representative immediately.

- Monitor themselves for fever (e.g. $\geq 37^{\circ}\text{C}$) and respiratory symptoms such as cough and breathlessness.

- If employees develop fever, cough, or breathlessness, or are feeling unwell, they should seek medical attention immediately at any outpatient clinic. Inform the clinic staff and the doctor of their travel history of the last 14 days. Wear a surgical mask before leaving their residence and avoid taking public transport.
- In emergency situations (e.g. difficulty in breathing), employees should call emergency ambulance services to take them to hospital.
- Employees should update their employer if they feel unwell and that they are seeking medical attention.

Risk assessment

Worker risk of occupational exposure to SARS-CoV-2 (the virus that causes COVID-19) during an outbreak may vary from very high to high, medium, or low (caution) risk. The level of risk depends in part on the industry type, need for contact within 2 metres (6 feet) of people known to be, or suspected of being infected with SARS-CoV-2, or requirement for repeated or extended contact with persons known to be, or suspected of being infected with SARS-CoV2. The contractor must conduct a full risk assessment addressing all hazards and risks in his/her work area associated with COVID-19.

The following classifications must be used for this purpose

Very High Exposure Risk

Very high exposure risk jobs are those with high potential for exposure to known or suspected Sources of COVID-19 during specific medical, post mortem, or laboratory procedures.

High Exposure Risk

High exposure risk jobs are those with high potential for exposure to known or suspected sources of COVID-19. Workers in this category include: Healthcare delivery and support staff (e.g. doctors, nurses, and other hospital staff who must enter patients rooms) exposed to known or suspected COVID-19 patients.

Medium Exposure Risk

Medium exposure risk jobs include those that require frequent and/or close contact with (i.e. within 2 meters of) people who may be infected with SARS-CoV-2, but who are not known or suspected COVID-19 patients. In areas without ongoing community transmission, workers in this risk group May have frequent contact with travellers who may return from international locations with widespread COVID-19 transmission.

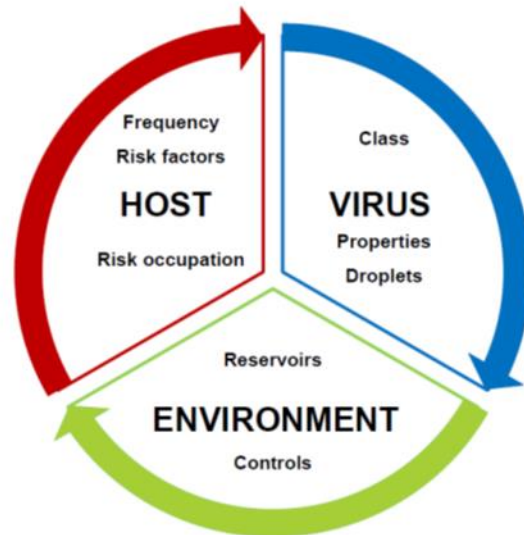
Lower Exposure Risk (Caution)

Lower exposure risk (caution) jobs are those that do not require contact with people known to be, or suspected of being infected with SARS-CoV-2, nor frequent close contact with (i.e. within 2 meter of) the general public. Workers in this category have minimal occupational contact with the public and other co-workers.

Back to basics....

Hazard identification & Risk assessment

- A risk assessment should be conducted in the workplace to determine the **RISK** of **EXPOSURE** to **COVID-19** and be **communicated to all workers**.
- This should be assessed with all other hazards
 - Biological, Physical, Chemical, Ergonomic
 - Psychosocial - exposure to long working hours, psychological distress, fatigue, occupational burnout, stigma, physical and psychological violence



Different workers have different risk exposures: based on job specific risk assessments, consider the following:

Implementing Workplace Controls

The legislation governing workplaces in relation to COVID – 19 is the Occupational Health and Safety Act, Act 85 of 1993, as amended, read with the Hazardous Biological Agents Regulations. Section 8 (1) of the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees. Specifically section 8(2)(b) requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE). However, in the case of COVID–19, a combination of controls is required, although the main principle is to follow the hierarchy of controls.

With COVID-19, it may not be possible to eliminate the hazard, the most effective protection measures are (listed from most effective to least effective): engineering controls, administrative controls, safe work practices (a type of administrative control), and PPE. There are advantages and disadvantages to each type of control measure when considering the ease of implementation, effectiveness and cost. In addition to the types of workplace controls discussed below, the National Institute for Communicable Diseases (NICD) provides fact sheets that guide specific workplaces (employers and employees) in relation to recommended infection prevention strategies to implement in workplaces.

Engineering Controls

Engineering controls involve isolating employees from work-related hazards. In workplaces where they are appropriate, these types of controls reduce exposure to hazards without relying solely on worker behaviour and can be the most cost-effective solution to implement.

Engineering controls for SARS- CoV-2 include:

- Installing high-efficiency air filters (not to be relied on as the most appropriate in isolation of other controls).
- Increasing ventilation rates in the work environment.
- Installing physical barriers such as face shields.
- Specialized negative pressure ventilation in some settings (e.g. airborne infection isolation rooms in healthcare settings and autopsy rooms in mortuary settings).

Administrative Controls

Administrative controls require action by the employee and employer. Typically, administrative controls are changes in work policy or procedures to reduce or minimize exposure to a hazard. Examples of administrative controls for SARS-CoV-2 include:

- Encouraging sick workers to stay at home.
- Minimizing contact among workers, clients, and customers by replacing face-to-face meetings with virtual communications e.g. conference calls, Skype, etc.
- Minimizing the number of workers on site at any given time e.g. rotation or shift work.
- Discontinuing nonessential local and international travel. Regularly check travel advice from the Department of Health at: www.health.gov.za
- Developing emergency communications plans, including a task team for answering workers' concerns and internet-based communications, if feasible.
- Providing workers with up-to-date education and training on COVID-19 risk factors and protective behaviours (e.g. cough etiquette and care of PPE).
- Training workers who need to use protective clothing and equipment on how to put it on, use/wear it and take it off correctly, including, in the context of their current and potential duties. Training material should be easy to understand and available in the appropriate language and literacy level for all workers.

Safe Work Practices

Safe work practices are types of administrative controls that include procedures for safe and proper work used to reduce the duration, frequency, or intensity of exposure to a hazard. Examples of safe work practices for SARS-CoV-2 include:

- Providing resources and a work environment that promotes personal hygiene. For example, no-touch refuse bins, hand soap, alcohol-based hand rubs containing at least 70 percent alcohol, disinfectants, and disposable towels for workers to clean their hands and their work surfaces.
- Requiring regular hand washing or using of alcohol-based hand rubs. Workers should always wash hands when they are visibly soiled and after removing any PPE.
- Display handwashing signs in restrooms.

Personal Protective Equipment (PPE)

While engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE may also be needed to prevent certain exposures. While correctly using PPE can help prevent some exposures, it should not take the place of other prevention strategies. Examples of PPE include: gloves, goggles, face shields, face masks, gowns, aprons, coats, overalls, hair and shoe covers and respiratory protection, when appropriate. During an outbreak of an infectious disease, such as COVID-19, recommendations for PPE specific to occupations or job tasks may change depending on geographic location, updated risk assessments for workers, and information on PPE effectiveness in preventing the spread of COVID-19. Employers should check the NICD website regularly for updates about recommended PPE.

All types of PPE must be:

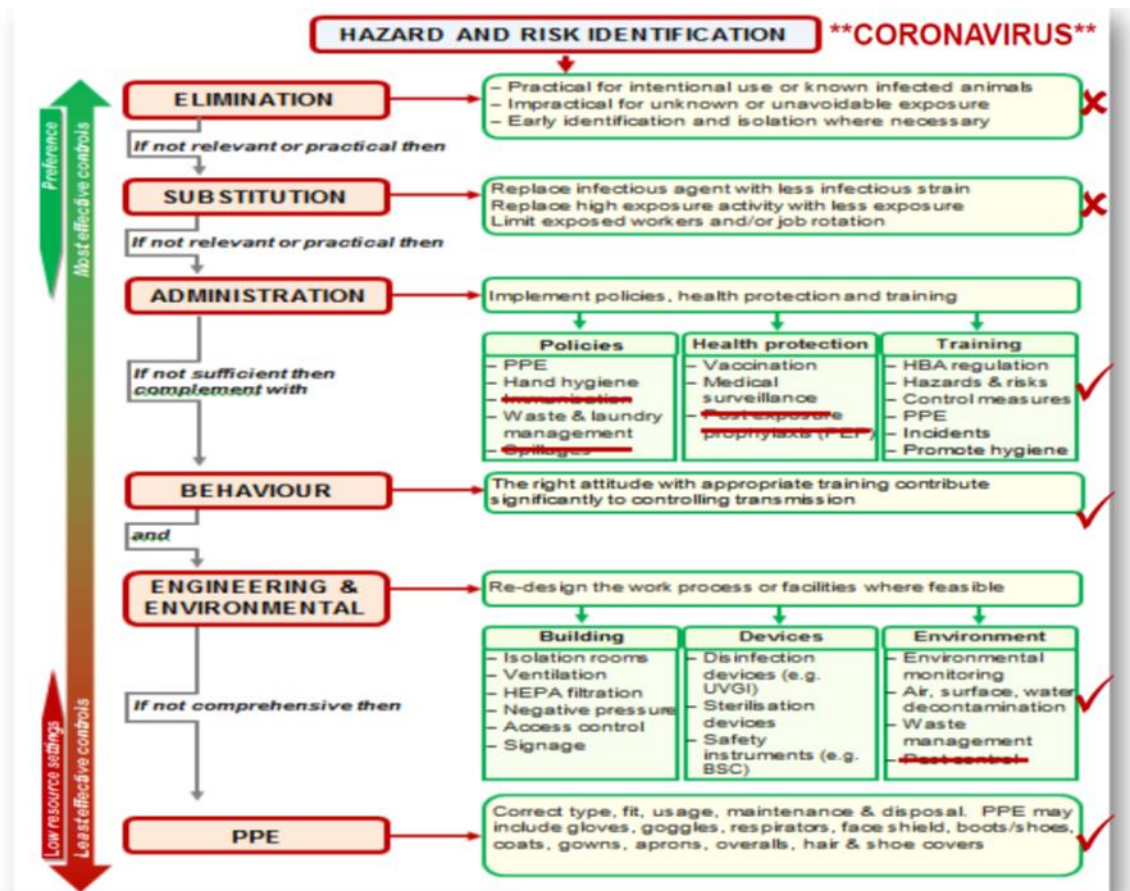
- Selected based upon the hazard to the worker.
- Properly fitted (e.g., respirators).
- Consistently and properly worn when required.
- Regularly inspected, maintained, and replaced, as necessary.
- Properly removed, cleaned, and stored or disposed of, as applicable, to avoid contamination of self, others, or the environment.

Employers are obligated to provide their workers with PPE needed to keep them safe while

performing their duties. The types of PPE required during a COVID-19 outbreak will be based on the risk of being infected with SARS-CoV-2 while working and job tasks that may lead to exposure. Workers, including those who work within 2 meters of patients known to be, or suspected of being, infected with SARS-CoV-2 and those performing aerosol-generating procedures, need to use respirators:

- Approved N95 filtering half face respirators as a minimum used in the context of a comprehensive, written respiratory protection program that includes fit-testing, training, and medical exams.
- The appropriate form of respirator will depend on the type of exposure and on the transmission pattern of COVID-19.

The process of implanting the hierarchy of controls may be summarised in Figure, below. If the first step of the hierarchy is not applicable, the employer must move to the next step.



Emergency Plan

Emergency preparedness plan must include the requirements as published by The Department of Employment and Labour in order to address any emergencies connected to the COVID-19 Virus that may occur on site.

Contractors must in accordance with regulations published make the following appointments

COVID Manager

COVID-19 Direction on Health and Safety in the Workplace issued by the Minister in terms of Regulation 10(8) of the National Disaster Regulations. - Administrative measures

16. Every employer must establish the following administrative measures:

16.5 It must appoint a manager to address employee or workplace representative concerns and to keep them informed and, in any workplace in which an health and safety committee has been elected, consult with that committee on the nature of the hazard in that workplace and the measures that need to be taken;

COVID – 19 Compliance Officer

(a) Will Oversee

- (i) implementation of the plan referred to in subregulation (b); and
- (ii) adherence to the standards of hygiene and health protocols relating to COVID -19 at the workplace:

(a) develop a plan for the phased in return of their employees to the workplace, prior to reopening the workplace for business, which plan must correspond with Annexure E and be retained for inspection and contain the following information:

- (i) which employees are permitted to work;
- (ii) what the plans for the phased -in return of their employees to the workplace are;
- (iii) what health protocols are in place to protect employees from COVID-19; and
- (iv) the details of the COVID -19 compliance officer:

(c) phase in the return of their employees to work to manage the return of employees from other provinces, metropolitan and district areas: and

(d) develop measures to ensure that the workplace meets the standards of health protocols, adequate space for employees and social distancing measures for the public and service providers, as required.

Guidelines for symptom monitoring and management of essential workers for COVID-19 related infection

Employees should be screened for COVID-19 (**All employers must ensure that thermal meters is available at each work area**) related symptoms and report such symptoms to a designated person and / or occupational health practitioner prior to entry into the workplace or work area in order for a decision to be made as to the staff member's continued attendance at work.

At the start of a shift and prior to ending the shift, designated persons and / or occupational health practitioner must check with employees whether they have experienced sudden onset of any of the following symptoms: cough, sore throat, shortness of breath or fever/chills (or $\geq 38^{\circ}\text{C}$ measured temperature if this is available at the worksite), in the past 24 hours as outlined in the symptom monitoring sheet. These are the current criteria for the identification of persons under investigation (PUI).

Should an employee report any of the abovementioned symptoms, s/he should immediately be provided with a surgical mask and referred to the designated staff at the workplace so that arrangements can be made for COVID-19 testing at the closest testing centre. Should an employee report any additional symptoms as outlined in the symptom monitoring sheet, she/he should be provided with a surgical mask and referred to the occupational health clinic, family practitioner or primary care clinic for further clinical evaluation and requirement for COVID-19 testing if indicated.

On receiving their results, the employee and/or health professional supporting the employee should notify their workplace so that the employee is managed accordingly. The workplace should proactively take steps to obtain this information to avoid any delays in reporting.

All employees on returning to work after isolation or quarantine period, should follow general work restrictions that include:

- undergo medical evaluation to confirm that they are fit to work

- wearing of surgical masks at all times while at work for a period of 21 days from the initial test
- implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients)
- adherence to hand hygiene, respiratory hygiene, and cough etiquette
- continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION REQUIREMENTS FOR CONSTRUCTION

ANNEXURE A

Medical Certificates of Fitness for all personnel on site	As per specifications and OHS Act	Before commencement on site
Competency for Responsible Persons	As per specifications and OHS Act	Before commencement on site
Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	COIDA Requirement	Before commencement on site and during construction period
Occupational Health and Safety Policy	Contractor's Responsibility	At tender stage
Health and Safety Organogram.	Contractor's Responsibility	Before commencement on site
Health & Safety Representative	Section 17 OHS Act	Submit as soon as there are more than 20 employees on site

Assignment of Contractor's Responsible Persons

ANNEXURE B

The contractor **will** make the following appointments where applicable and ensure that CV's and competency certificates are attached to the relevant appointments* but are not limited to:

Section 16.1 CEO
Supervisor - Section 8 OHS Act 85 of 1993
Risk Assessor – Section 8 (2)(b)/CR 9(1)
Stacking & Storage Supervisor - CR 28(a)
Fire Equipment Inspector - CR 29(h)
Emergency Coordinator - ER 9
First Aider/s - GSR 3 (Compulsory)
Hazardous Chemical Substance Supervisor - HCS Regulations
Incident / Accident Investigator - GAR 9(2)
Section 8 Hand Tool Inspector
GSR 2 PPE Inspector
COVID-19 Manager
COVID-19 Compliance Officer

OTHER Occupational Health and Safety Specification REQUIREMENTS**ANNEXURE C**

The contractor will comply and not be limited to the following requirements:

What	When	Output	Reference information
Awareness training Toolbox talks	Once a week and before hazardous work is carried out	Attendance Register	
DSTI	Once a week	Signed document	
Health and Safety Committee Meetings	Monthly	Minutes signed by the employer (Contractor) Covering: a) Health and Safety Representative Checklist	
Health and Safety Reports	Monthly	Report covering: a) Incidents/Accidents and Investigations b) Non-conformance c) Health and Safety Training d) HIRA Updates e) Internal and External Audits	Incident reporting and investigation for The Project Client / Client Agent & Contractor form
General Inspections	As per Occupational Health and Safety Specification and OHS Act	Report on Occupational Health and Safety Specification and OHS Act compliance: a) Scaffolding b) Lifting Machinery c) Excavations	
General Inspections	Monthly	Covering: a) Firefighting Equipment b) First Aid boxes c) Portable Electrical Equipment d) Ladders e) Vehicle & plant inspections	
Record keeping	Ongoing	Covering: a) General complaints b) Fines c) General incidents d) MSDS e) Surveillance Medicals f) Inspection Register	
Permits	Before commencement with certain activities	As stipulated by the Occupational Health and Safety Specification and the OHS Act / Construction Regulations	

ANNEXURE D - BASELINE RISK ASSESSMENT

	HAZARD	RISK	MINIMUM CONTROL MEASURES
1.	COVID-19		<ul style="list-style-type: none"> •
2.	Loading and offloading of equipment	Property damage Pinch, cuts and bruises to employees. Minor to serious hand and finger injuries.	<ul style="list-style-type: none"> • Ensure area identified for offloading is even and ground conditions stable. • Performing manual loading/offloading comply to manual handling procedure. • Keep hands away from loads, never place hands under loads when being placed on a surface.
3.	Noise and Dust.	Breathing in dust can cause long term health problems, noise can damage hearing	<ul style="list-style-type: none"> • Hearing protection, signage indicating high noise zones, regular noise level tests and/or testing as per OHS Act and or when required • Wear dust masks or respiratory masks • Dampen down and minimise dust where possible.
4.	Manual Handling of General Items	Muscular skeletal injuries if the load is too heavy or awkward Operative falling/tripping Contamination from the substance being carried Fall of material being carried	<ul style="list-style-type: none"> • Personnel should be aware of safe manual handling techniques • Personnel to wear Personal Protective Equipment when carrying items, e.g. safety footwear and gloves. • Awareness training for correct lifting method, use legs and not your back • Ensure good housekeeping to eliminate tripping/fall hazards. • Employee to get assistance if load is too heavy- team lift if necessary. • Utilise mechanical lifting and carrying aids where possible. • Personnel to ensure access equipment, ladders will take weight of employee and load being carried. • Personnel to ensure item being carried is properly bonded or is not liable to break apart whilst being manually handled
5.	Working next to public roads	Injury to workers caused by passing traffic Injury to road users and pedestrians by works	<ul style="list-style-type: none"> • Flagmen to be used where interface with construction plant with passers-by or where hazard posed by delivery vehicles turning into/out of site.

			<ul style="list-style-type: none"> • Traffic management plan to be approved by Municipality and, if necessary, traffic department • No work activities to commence until adequate provision made to accommodate traffic in accordance with the South African Traffic Signs Manual. • Use safety signage to warn traffic and pedestrians of works • Wear reflective waistcoats when working on or near the road or road shoulder as well as any other required personal protective clothing. • Crossing of road by personnel must be limited to the practical minimum.
6.	Working with hands	Hand Injuries	<ul style="list-style-type: none"> • Always wear gloves when working with hands. • Keep hands clear of pinch or crushing areas. • When cutting with Stanley knife cut away from your body. • Always ensure your hands are protected from injuries when using them.
7.	Use of lawn mowers	<ul style="list-style-type: none"> • Injuries to the eyes, including blindness. • Traumatic brain injury. • Serious cuts or lacerations. • Serious burns. • Broken bones, including cracked ribs. • Muscle and tendon damage. • Mutilation or amputation of fingers, toes, hands, and feet. 	<ul style="list-style-type: none"> • Use correct PPE as per owner's manual • Inspect machine before use, ensure all bolts nuts and blades are safely secured • Comply to recommendations noted in owner's manual
8.	Use of bush cutters	Brush cutters can fling up objects at high speed, such as sticks and stones and these can injure both the operator and anybody who is close by. The rotating blade or cutting cord can also cause serious injuries if it comes into contact with your face, hands, legs or feet.	<ul style="list-style-type: none"> • Always the correct PPE when using Brush cutters, safety shoes, safety goggles, gloves, overalls. • Use screens when cutting to prevent property damage and injuries to persons passing the work area. • Keep Brush cutters away from your feet while in use • Consult owner's manual for safe use
9.	Use of chainsaws	kickback, hearing loss, vibration disease, and CO poisoning	<ul style="list-style-type: none"> • Ensure that person using chainsaw is competent to do so • Use correct PPE • Comply to safety requirements noted in owner's manual • Do not use for extended periods of time.

10.	Use of weed eaters	A weed eater is designed to rotate a blade or string at high speeds which not only cuts the desired brush or grass, but also often throws stones and other objects at high rates of speed. These thrown objects can cause property damage incidents or injuries to bystanders.	<ul style="list-style-type: none"> • Always the correct PPE when using weed eaters, safety shoes, safety goggles, gloves, overalls. • Use screens when cutting to prevent property damage and injuries to persons passing the work area. • Keep weed eater away from your feet while in use
11.	Fire.	Injuries to workers, pedestrians, residents, road users, damage to property through fire	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • No fires to be lit on site. Always have a serviced fire extinguisher at hand . • No smoking or naked flame near flammable substances • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices
12.	Flammable Liquids and Gases (Use of)	Fire Explosion	<ul style="list-style-type: none"> • No littering on site which could become fire hazard, maintain site in clean condition. • Always have a working fire extinguisher at hand . • No smoking or naked flame near flammable substances or in unauthorised areas • Ensure proper storage/use of Petrol/diesel/flammable substances – post warning notices • Equipment must be in good condition, maintained • Personnel using substances must be trained in safe use and risks
13.	Hand tools	Injuries caused by use of hand tool Impact with the tool Falls due to access problems Contamination with substance being worked	<ul style="list-style-type: none"> • Inspect hand tools daily before use and complete inspection registers • Use the tool according to manufactures specifications • Tool is in good order and suitably sharp • Personnel must be instructed in tool usage and tool safely • Lighting is sufficient • Access is safe, working platform is secure, leading edge is guarded • Operative is wearing all necessary PPE • No homemade tools allowed on site

14.	Line of fire	Injuries	<ul style="list-style-type: none"> • Never stand in front of a person using power tools (Grinders) • Unsure at least two meter gap between employees using picks to perform trenching • Never stand in front of a person using a hammer.
15.	Pinch pointes	Amputation of fingers injuries to fingers	<ul style="list-style-type: none"> • Always wear gloves • Keep hands clear from pinch point and crushing areas • Use guide ropes to guide loads •
16.	Ergonomics	Strains on muscles, joints and nerves	<ul style="list-style-type: none"> • Make sure that the body is not compromised at all in the work place • Ensure your body position and posture is conducive to comfort and that you have minimal distraction from physical discomfort. • This correct use of the body in the workplace is simply called 'correct ergonomics'.
17.	Housekeeping	Minor to Serious injuries Damage to property Fatality Slip trips and falls	<ul style="list-style-type: none"> • Equipment shall be stacked properly in a safe place. • All tripping hazards shall be removed from working site. • Designated walkways to be used. • Full waste containers to be emptied on regular basis. • All waste generated to be placed in bins or bags. •
18.	Personal Protective Equipment	Injuries or health conditions	<ul style="list-style-type: none"> • All employees must be issued with the required PPE as identified in risk assessment • All employees to be trained in the use, maintenance and limitations of PPE • Regular PPE inspections conducted by supervision • Damaged PPE must be replaced immediately
19.	Management Of Change	Fatality, serious injuries or property damage	<ul style="list-style-type: none"> • Each operation to specify and define responsibility of each person involved and responsible for Management of Change. • The description shall also identify the specific documents (i.e. standards, codes of practice, process designs, inspection and approval notices, legislative requirements, etc.) that provide the operational or project engineering basis for changes.

			<ul style="list-style-type: none"> • These and every document involved in the change should be attached, if they are not part of a readily accessible standard / procedure. • Details of communications regarding the specific changes must be kept. • Shall be implemented to ensure the change management process is comprehensively managed
20.	Fuel Fumes	Breathing in petrol fumes (not vehicle exhaust) may cause dizziness, drowsiness headaches. Breathing in large amounts can result in coma, loss of muscle control, heart and lung problems. Petrol can cause the skin to become irritated, dry and cracked; if the skin is exposed for a long time then burns may develop.	<ul style="list-style-type: none"> • Always make sure that fuel is handled in an open well ventilated area. • Do not spill any fuel.
21.	Stacking & storage	Injuries and property damage	<ul style="list-style-type: none"> • Dedicated stacking and storage areas to be identified and used. • Walk ways to be kept clear. • Hazardous chemicals to be stored as per OHS Act and MSDS requirements. • No combustible and flammable material to be stored in same area. Articles shall not be stacked higher than three times the shortest base of the article. Secure materials and equipment.
22.	Snakes and other positions insects	Getting bitten by snakes or other poisonous insects. Infections or fatality	<ul style="list-style-type: none"> • Always wear gloves when picking up or moving items. • Always inspect work area for snakes, spiders and other poisonous insects. • Always look where you are placing your hands. • Seek immediate medical help when bitten. • If bitten by snake take note of what it looks like and tell the medical practitioner
23.	Underground Services	Striking of buried services	<ul style="list-style-type: none"> • Establish what services are in the area. Consult drawings and advice from service provider when planning work in a certain area. Obtain wayleaves • Assume all service to be live (Unless confirmation is received to confirm that services are isolated or otherwise made safe). Do not work near live

			<p>services without authorisation from site management or owner.</p> <ul style="list-style-type: none"> • Comply with the requirements of the Municipality and safe system of work for underground services. • Where available, locate services with a calibrated locator • Only manual excavations close to any existing services
24.	Use of ladders		<ul style="list-style-type: none"> • Inspect ladder before use and area where ladder is needed • Ladder to be numbered and registered. • Replace all defective ladders. • Determine work to be done and length of ladder needed. • Use ladders specifically designed for electrical work • Good supervision. • Good communication between all parties. • 3 Point contact while climbing up or down a ladder. • No tools or any loose items in hands while climbing. • Only one person on ladder at a time. • Ladder to be secured to the structure or kept in position by a second person • Make sure the ladder is long enough, never climb past second last rung of ladder
25.	Hazardous Substances	Injuries to workers through use of hazardous substances, e.g. injuries to eyes, skin, etc.	<ul style="list-style-type: none"> • Use substances in accordance with (MSDS) data sheet, particularly reference protective clothing required (example: gloves, goggles, etc.) • Regular inspection of all HCS containers must be conducted. • Any defects or damaged containers must be reported to immediate supervision. • First aider trained in regards to MSDS requirements
26.	Oil Spills (Environmental requirements)	Contamination of environment	<ul style="list-style-type: none"> • Ensure all plant used on site do not leak oil • Place drip trays under mobile plant when not in use. • Clean oil and diesel spills immediately when observed • Ensure spill kit available on site at all times

37	Clearing & Grubbing	Damage to unidentified services	<ul style="list-style-type: none"> • All work areas must be treated as if services may be presents where they are working. • Employees must observe all areas where work/excavations are done for signs of existing services, should any be spotted work must stop and supervisor must be called. • Supervisors must identify all existing service in work area and communicate these locations to employees. • Supervisor must be present when any existing services are being opened to ensure that it is done safely and correctly
28.	Brushcutting	<ul style="list-style-type: none"> • Injury from contact with blade/nylon Fire (where petrol used) Electrocution (where electrical tool used) 	<ul style="list-style-type: none"> • Person using brushcutter must be trained and competent • Use personal protective equipment (PPE) such as goggles, safety boots, ear protection, gloves, hard hat • Brushcutter must be in good condition and maintained • Adequate supervision on site at all times. • No smoking when refuelling, fire extinguisher to be on hand (where petrol used as fuel source)
29.	Members of Public – Protection of	<ul style="list-style-type: none"> • Injury to member of public and road users from site works 	<ul style="list-style-type: none"> • Barriers and signage to be in place • Workers must warn away any members of public from the works • Footpaths and bridges which are open to public must be closed off if in area of works or otherwise made safe so that no injury occurs to members of public • Traffic turning into site – traffic management and signage as required. • Signage to be on road at site entrance warning motorists that construction traffic turning into/out of site access. Keep roads free of mud where possible • Refer to plant risk assessment for details on plant safety precautions • NOTE: SIGNAGE TO BE POSTED ON SITE TO WARN OF CONSTRUCTION TRAFFIC MOVEMENTS. SAFE MEANS

			OF ACCESS FOR BOTH CONSTRUCTION TRAFFIC TO SITE AND PRIVATE HOMEOWNERS MUST BE AGREED.
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ANNEXURE E

The contractor will comply and not be limited to the following requirements:

Item	Description
1.	OHS Act section 37.2 Mandatory Agreement
2.	EHS Plan <u>(Approved by Client as well as contractor responsible person)</u>
3.	Contractor Policies & COVID-19 Policy <u>(As well as proof of communication to employees)</u>
4.	Scope of Work & <u>Letter of award of contract</u>
5.	COVID-19 Workplace Preparedness plan and all other COVID related documents
6.	Client SHE Specifications <u>(Proof of communication to Construction Manager & Supervision)</u>
7.	Letter of Good Standing with a Licenced Compensation Commissioner (COID)
8.	Liability Insurance
9.	Induction <u>(Copy of training material and proof of training COVID-19 Included)</u>
10.	Risk Assessments
11.	Area Emergency Plan site specific <u>(Proof of communication to employees)</u>
12.	Appointments Letters
13.	Personal Protective Equipment <u>(Proof of issue as well as monthly inspections by supervision)</u>
14.	Toolbox Talks <u>(Topics and proof of communication)</u>
15.	Equipment/Tools Inspections Checklist/Registers
16.	Medical Surveillance Certificates <u>(List of employees on site indicating medical status “Fit for work & Medical restrictions) Copies of ID’s included</u>
17.	MSDS’S of all chemicals that will be used on site (16 Point MSDS as required by law)

**MANDATORY AGREEMENT ON ENVIRONMENTAL, HEALTH AND SAFETY
ISSUES**

ENTERED INTO AND BETWEEN

GEORGE MUNICIPALITY

(Hereinafter referred to as the "Employer")

And

.....

Contractor

Compensation Fund Number:

Whereas the Employer has called for the executing of the following work: **COM23/2021 THE MAINTENANCE OF ALL FLOWERBEDS AND YOUNG TREES IN THE GEORGE AREA FOR A 3 YEAR PERIOD**, and whereas the Contractor undertook to carry out the work and whereas Employer and the Contractor have agreed to regulate the environmental, occupational health and safety responsibilities as between them, now therefore the undersigned agree to:

Section A: Occupational Health and Safety

- 1) The Contractor warrants that all his and his sub-Contractors' employees are covered in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such employees are present on Employer premises. The Contractor will only allow sub-Contractors on site with the prior written consent of the Employer.
- 2) The Contractor warrants that it is in possession of Public liability insurance cover and any other insurance cover of that will adequately make provision for any possible losses and/or claims arising from his and/or his sub-Contractors and/or his employees' acts or omissions on Employer premises, which shall remain in force whilst he and/or his sub-Contractor and/or his employees are present on Employer premises or which shall remain in force for the duration of his contractual relationship with the Employer, whichever period is the longer.
- 3) The Contractor undertakes to ensure that he and/or his sub-Contractors and/or their respective employees will at all times comply with all the requirements of the Occupational Health and Safety Act, Act 85 of 1993 (OHS-Act) and that he is an employer in his own regard. The Contractor (Mandatory) therefore and Employer therefore enter into this agreement by virtue of Section 37(2) of the OHS-Act, without derogating from this general undertaking, also comply with the following conditions:
 - (a) All work being done will be preceded by hazard identifications and risk assessments and these hazards and risk will eliminated, controlled or mitigated where reasonably practicable.
 - (b) All work performed on Employer premises must be performed under the close supervision of the Contractor's Supervisors on site. Such supervisors are to be conversant with the hazards associated with any work that the Contractor performs on the stated premises as well as the mitigating and controlling measures to be implemented.
 - (c) Contractor employees must be medically fit to perform the work they are required to perform. Proof of completed Annexure 3, medical fitness and biological monitoring is to be provided to the Employer authorised representative on request of the Employer. The contractor is specifically but not exclusively referred to: Hazardous Substances Act, Employment Equity Act, Construction Regulations 2014, Hazardous Chemical Substances Regulations, Lead Regulations, Asbestos Regulations, Hazardous Biological Agents Regulations, Noise Induced Hearing Loss Regulations, etc.

- (d) The Contractor's Chief Executive Officer shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act. If the Contractor assigns any duty in terms of Section 16(2), a copy of such written appointment shall immediately be forwarded to the Employer, as well as all other appointments made in terms of the Occupational Health and Safety Act.
- (e) The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees and any sub-Contractor comply with its requirements.
- (f) The Contractor shall appoint competent employees who shall be trained and conversant on any Occupational Health and Safety aspect pertinent to them or to the work that is to be performed. No employee will be employed on the site by the Contractor, which has not been employed for at least six months prior to the contract commencing in a similar position by the Contractor.
- (g) The Contractor shall strictly enforce discipline regarding Occupational Health and Safety.
- (h) The Contractor shall ensure that his employees are issued and use the required Personal Protective Equipment (PPE). PPE will only be used as a last resort where other mitigating measures are not reasonably practicable.
- (i) Safe work procedures shall be implemented and enforced; all employees shall be made conversant with the contents of these practices.
- (j) No unsafe or illegal equipment/machinery, personal protective equipment and/or articles shall be used on Employer premises.
- (k) Those incidents and accidents mentioned in the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour as well as to the Employer. The Employer shall further be provided with copies of any written documentation relating to any incident.
- (l) All employees of the Contractor shall be made conversant with work-related hazards and procedures to mitigate or eliminate these hazards.
- (m) The Contractor warrants that he shall act as a professional in his field of expertise and has identified all hazards and risks associated with the work to be performed.
- (n) The Employer and Contractor hereby obtains an interest in the issue of any investigation or formal inquiry conducted in terms of the Occupational Health and Safety Act pertaining to any incident involving the Contractor and/or his employees and/or his sub-Contractor/s.

- (o) No use shall be made of any Employer machinery/article/substance or personal protective equipment without written approval and without ensuring prior and during use it is in a proper condition and as such will not cause any risk to the health and safety of any person.
- (p) Work for which the issuing of a permit is required shall not be performed prior to the obtaining of a duly completed and approved permit.
- (q) No alcohol or other intoxicating substance shall be allowed on the Employer's premises. Anyone suspected of being under the influence of alcohol or any other intoxicating substance (including medicines) shall not be allowed on the premises.
- (r) Full co-operation shall be given if and when the Employer's employees inquire into occupational health and safety issues.
- (s) The Contractor will cease dangerous or unsafe work immediately when requested to do so by the Employer or its representatives. The onus still remains on the contractor to enforce health and safety practices.
- (t) The Contractor confirms that he has been informed that he must report to the Employer management (in writing) anything that he deems to be unhealthy and/or unsafe. He has informed his employees and/or sub-Contractors in this regard.
- (u) The Contractor warrants that he shall not endanger the health and safety of Employer employees, members of the surrounding community and/or visitors in any way whilst performing any work on Employer premises.
- (v) The Contractor undertakes to reimburse the Employer for all medical costs incurred relating to any of the Contractor's employees.
- (w) Should the contractor be performing "construction work" as defined in the Construction Regulations 2014 of the OHS-Act, the contractor will therefore ensure full compliance with said regulations

Section B: General and Environmental legal compliance

- 1) The Contractor will ensure compliance to all environmental legislation.
- 2) The Contractor undertakes to comply with all labour related legislation while performing work for the Employer.
- 3) The Contractor will be accountable and liable for all fines, penalties and civil action arising out of his and his employee's, contractor's or agent's acts and omissions. The Contractor will hold the Employer harmless against any such claims or actions.

Section C: Special conditions

- 1) This agreement shall remain in force for the complete duration of the specified work done for the Employer unless revoked in writing.
- 2) The Contractor representative shall be bound *in solidum (jointly and severally)* in terms of this agreement.
- 3) The Contractor undertakes to adhere to all the Employer's rules and regulations as well as all guidelines and other addendums that may be annexed hereto. The Contractor will ensure that all his employees are conversant with these annexures, where applicable.
- 4) "Employer Premises" in this agreement will include Client premises.
- 5) The Employer retains the right to stop any work deemed dangerous regarding the health and safety of employees, Client representatives, public or visitors. Work may also be stopped as a result of legal noncompliance's observed during audits, the contractor will be responsible for any damages and costs suffered as a result of work stoppages.

Date	
Place	
Signed by: Client: George Municipality	Mr. _____
Date	
Place	
Signed by contractor or his authorized representative:	Mr. _____
<p>Notes</p> <ol style="list-style-type: none"> 1. Initial each page and annexures 2. Verify all corporate entity names and site them correctly 3. Verify insurances and COIDA 4. Verify signatory authority 5. Keep original 6. Initial where amended or writing added 7. To be signed before commercial agreement 8. Ensure commercial contract do not override this agreement. 	

PRICING SCHEDULE

LOCATION

AREA

PRICE PER MONTH COST 2021

THE GREATER GEORGE WEST OF YORK STREET AND HEROLDSBAY

A GRASS CUTTING

- 1 LIBRARY BLANCO
- 2 TRAFIC ISLE 1 & 2 @ CLINIC BLANCHO
- 3 SAFEHOME BLACHO
- 4 WITFONTEIN RD CIRCLE
- 5 WITFONTEIN RD CIRCLE
- WITFONTEIN RD GLEN HEATH TRAFFIC CIRCLE
- 6 APPLE STREET
- 7 PLATTNER BOULEVARD CIRCLE
- 8 HOSPITAL DAVIDSON RD & STADION CIRCLE
- 9 DAVIDSON COURT
- 10 EXTENSION RD CIRCLE
- 11 CHARLES STREET FLATS
- 12 LIBRARY CALEDON STREET
- 13 ROODRAAI RD ENTRANCE TO H/BAY
- 14 HEROLDSBAY CARAVANPARK
- 15 HEROLDSBAY BEACHFRONT

SUB TOTAL

PLANT BEDS

- 1 BED OUDTSHOORN ENTRANCE
- 2 BEDS WITFONTEINWEG/GEORGE ROAD
- 3 BEDS BLANCO BRIDGE
- 4 CIRCLES VIRGIN ACTIVE X 2
- 5 BEDS OPPOSITE BLANCO LIBRARY
- 6 BEDS HEROLDSBAAI
- 7 CIRCLES KING GEORGE X 3
- 8 HOSRPTAL CIRCLES

- 9 BEDS HOSPITAL DAVIDSONWEG
- 10 AGAPANTHUS BEDS AT GEORGE GHOLF COURSE

TOTAL

GEORGE CENTRAL HOPE/YORK STREETS CIVIC, COURTENAY STREET

B GRASS CUTTING LOCATION AREA PRICE PER MONTH COST 2021

- 1 ENGINEERING (OLD TOWN HOUSE)
- 2 ENVIRONMENTAL MEADESTR 82
- 3 HIV / ASST MUN MANAGER (SANILAM)
- 4 LAW ENFORCEMENT
- 5 CLINIC
- 6 THE WHOLE YORK STREET RESERVE
- 7 THE WHOLE YORK DAVIDSON RD RESERVE
- 8 THE WHOLE COURTENAY RESERVE
- 9 TOURISM OFFICES
- 10 ELECTRO SERVICES / STORES (KAMPE)
- 11 MEMORIUM CEMETERY

SUB TOTAL

PLANT BEDS

- 1 ONDER BOME IN YORKSTRAAT
- 2 ONDER BOME IN HIBERNIA EN MEADESTRAAT
- 3 BEDS COURTNEY TO RAILWAYBRIDGE
- 4 GEORGE CIVIC & PARKING AREA
- 5 BLOMTUINTJIES IN YORKSTRAAT 3400M LONG
- 6 ALL BEDS and UNDER TREES ALONG COURTNEY STREET TO RAILWAY
- 7 UNDER TREES IN HIBERNIA, MEADE, MARKET & VICTORIA STREETS
- 8 UNDER TREES IN PARKING AREAS CATHERAL, & VAN DER STEL & DONNERAILE
- 9 SIRKEL MUSEUM

C THE WHOLE OF PACALTSDORP UP TO HOPE/YORK CIRCLE AND GROENEWEIDE

GRASS CUTTING	LOCATION	AREA	PRICE PER MONTH COST 2021
1	TRAFFIC PACALTSDORP & CARETAKER HOUSE		
2	COMMUNITY HALL PACS		
3	LIBRARY & POST OFFICE		
4	CLINIC PACS		
5	AREA MANAGER PACS		
6	PACS AMPHITHEATER		
7	GWAINING MOUTH INCL ALL CAMPING AREAS		
8	ROOIKRANSIE		
9	ELECTRICAL SUB STATION DELLVILLE PARK		
10	MORIA HOUSE OLYMPIC DRIVE		
11	TOURISM CENTRE PACALTSDORP		
12	GRASS VERGES AT GROENEWEIDE		
	SUB TOTAL		

PLANTS BEDS

1	BEDDINGS/BULT BY STANMAR WISSELAAR		
2	BEDS NEAR STANMAR		
3	AGAPANTHUS BEDS AT VLEISPRESS		
4	GROENEWEIDE ENTRANCE		
5	BEDS OPPOSITE GROENEWEIDE		
6	CIRCLE KROKODILPLAAS EN GROENEWEIDE		
7	ENTRANCE DELLVILLE PARK		
8	BEDS BEACH ROAD		
9	BEDS BY PACS TRAFFIC DEPT & OPPOSITE TEST CENTRE		
10	BEDS INFRONT OF PACS PRIMARY SCHOOL		
11	AGAPANTHUS BEDS AT BEACH ROAD & DELLVILLE PARK		

SUB TOTAL

D EASTERN PART EAST RAILWAY LINE AND SCHAAPKOP RIVERUP TO AND INCLUDING THE MALL

GRASS CUTTING

1 PW BOTHA BLVD CIRCLE (ABBATOIR AFDRAAI)

2 CONVILLE CENTRE

3 CONVILLE CIVIC & LIBRARY

4 CONVILLE CLINIC

5 THE WHOLE SANDKRAAL RESERVE

6 LAWAAIKAMP CRECHE/SAFEHOUSE

7 SANDKRAAL RD THEMBALETHU

8 COMM HALL & LIBRARY THEMBALETHU

9 CIVIC THEMBALETHU

10 THEMBALETHU CRECHE

11 PARKDENE CLINIC

12 ROSEMOOR CIVIC

13 LAWAAIKAMP CIVIC

14 KINGSLEY CLOSE

15 IMPALA /ST PAULS

16 HONEY SUCKLE

17 THUSONG & TOURISM CENTRE THEMBALETHU

18 PARK Rd Middle

SUB TOTAL

PLANT BEDS

1 BEDDINGS IN RANDSTENE BY VULSTASIE OORKANT CTM

2 KNYSNA RD FROM RAILWAY LINE SOUTHWARDS

- 3 BEDS EN BULTE NEAR PROTEADORP
- 4 KNYSNA ROAD MIDDELMANNETJIES
- 5 KRAAIBOSCH & BLUE MOUNTAIN ENTRANCES
- 6 BEDS BY MALL ENTRANCE & CIRCLES x2
- 7 BEDS ERF 325 (LATER in Year 2)
- 8 NELSON MANDELA TRAFFIC ISLANDS
- 9 NELSON MANDELA ROAD VERGES
- 10 PARK RD TRAFFIC CIRCLE
- 11 ROAD VERGE IN FRONT OF TOWN LODGE
- 12 TRAFFIC ISLANDS AND CIRCLES x 2 IN FRONT OF GR MALL

SUBTOTAL

PRICING SCHEDULE

E FAR EASTERN PART INCLUDING WILDERNESS, TOUWSRANTEN, KLEINKRANTZ

	LOCATION	AREA	PRICE PER MONTH COST 2021
GRASS CUTTING			
1	MILKWOOD CENTRE (WILDERNESS)		
2	KINGFISHER 1		
3	KINGFISHER2		
4	HOLIDAY INN SYPAADJIE (N2)		
5	WILDERNESS WATERWORKS		
6	POSTOFFICE HOEKWIL		
7	FIRE STATION HOEKWIL		
8	LEENTJIESKLIP		
9	TOUWSRANTEN 1542		
10	TOUWSRANTEN 1547		

11 TOWSRANTEN 1549 & 1550

SUB TOTAL

PLANT BEDS

WILDERNESS WINKELS

SUBTOTAL

1 TOTAL