

TENDER BULLETIN

FORM FOR SUBMITTING: - A **NEW TENDER NOTICE** or
 AN **ERRATUM NOTICE** or
 AN **INVITATION TO REGISTER ON SUPPLIER DATABASE NOTICE**
 FOR PUBLICATION IN THE GOVERNMENT TENDER BULLETIN

To submit a Cancellation notice, use TForm2, for a Results notice use TForm3, for a Responses from Suppliers notice use TForm4

*Type of Tender Notice: (Select an option) **New Tender** **Erratum** **Invitation to Register on Supplier Database**

TENDER CATEGORY:

*Tender Category: SERVICES: GENERAL

REQUIRED AT:

Province: KwaZulu-Natal *Department or Entity: Department of Public Works

Division or Section: Supply Chain Management

TENDER DETAILS:

*Tender / Quotation No: DBNQ21/05/12

*Closing Date: 2 0 2 1 - 0 6 - 0 3 (CCYY-MM-DD) *Closing Time: 1 1 H 0 0 (HH:MM)

Date of Original Publication: (only required for **ERRATUM** notice) For a New Tender or Invitation to Register on Supplier Database advertisement this date field is disabled

***Short Description of Tender:**

Department of Justice:Port Shepstone Magistrate Court : Gardening Services for a period of 36 Months .
 Tender to be awarded to the highest scoring acceptance tender. Points will be allocated for:
 (a) Price and Preference points scoring system applicable is 80/20: according to formula in PPPFA: Regulations 2017.
 (b) A tender having stipulated minimum BBBEE status level of contributor: 1
 Submission of valid original sworn affidavit BBBEE certificate attested by the commissioner of oaths or valid SANAS approved BBBEE certificate to be verified (Not copy of certified copy).
 It is compulsory that service providers must be registered on the Central Supplier Database.

BRIEFING SESSION and SITE MEETING(S):

Briefing Session Details:

There will be no site briefing for clarification of Scope of Works
 Any technical queries please contact Project: Ms Busisiwe Ndebele
 031-314 7008 / 079 499 5653

Briefing Session Date: Briefing Session Time:

Site Meeting(s) - Meeting Place(s), Date(s) and Time(s)

(Empty box for Site Meeting details)

This is a multi-page form. Please complete all relevant sections before submitting the form for publication.



DOCUMENTS AVAILABLE FROM:

*Address (Specify details for Hard Copy Documents / Email / Website as applicable, as well as the document cost for each option):

1. Bid document are available for free download on e-Tender Portal (www.etenders.gov.za) and www.publicworks.gov.za

Payment Details:

No cost

Document Notes:**POST OR DELIVER DOCUMENTS TO:*****Address:**Supply Chain Management
National Department of Public Works
Private Bag x54315, Durban 4000**Document Delivery Instructions:**SCM TENDER HALL-TENDER BOX 16
Tenders received after closing time (11:00a.m) will not be accepted**SPECIFICATIONS / TECHNICAL CONTACT DETAILS:****Name:** Busisiwe Ndebele**Telephone:** 031-314 7008 / 079 499 5653**Fax Nr:** 086 630 9560**Email:** busisiwe.ndebele@dpw.gov.za**Office Hours:** 08:00 am - 16:00 p.m.**TENDER CONTACT DETAILS:****Name:** vuyisile.sibeko / Gugulethu Mbongwa / Anele Madyantyi**Telephone:** 031 314 7208 / 031 314 7003 / 031 314 7139**Fax Nr:** 086 630 9560**Email:** vuyisile.sibeko@dpw.gov.za / gugulethu.mbongwa@dpw.gov.za / anele.madyantyi@dpw.gov.za**Office Hours:** 08:00 am - 16:00 p.m.**Additional Notes:****TENDER SUBMITTED BY:*****Advertiser Name:** Vuyisile Sibeko**Advertiser Email:** vuyisile.sibeko@dpw.gov.za***Date Submitted:** 2 0 2 1 - 0 5 - 2 8***Advertiser Telephone:** 031 314 7208***For Publication in the Government Gazette on:** 2 0 2 1 - 0 5 - 2 8 (CCYY-MM-DD)



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X54315, DURBAN 4000 Int Code: +27 31 Tel: 314 7000 website: www.publicworks.gov.za
Supply Chain Management: Ms. Gugulethu Mbongwa – 031 314 7003
Human Resources Management – Mr Jerry Masenya

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be rendered at **National Department of Public Works**

Bid response documents to be deposited in the bid box situated at **Box 16: National Department of Public Works and Infrastructure: Corner of Samora Machele (formally known as) Aliwal and Dr. Pixley Kaseme (formally known as) (West) Street**

Alternatively documents can be emailed to: scmdbn@dpw.gov.za

Item	Description	Quantity / Period
N/A	Gardening Services for a period of 36 Months	36 Months

CLOSING DATE: 03/06/2021, CLOSING TIME @ 11h00 AM

NB: No late documents will be accepted.

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicates if you price includes or excludes VAT. ***“You may claim VAT only if you are a VAT Vendor”***

TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the **order/Contract or appointment letter** the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract a sum of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE: 

DATE: 28/05/2021

For: National Department of Public Works and Infrastructure

Acknowledgement of the request to quote

Sign for acceptance _____

Company Stamp

Sign for rejection _____

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding	CR 16.2	A competent person(s) to inspect

Inspector		scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> • Incidents/accidents and investigations • Non conformances by employees & External H&S audit reports 	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> • Scaffolding • Excavations • Formwork & support work • Explosive tools 	
General Inspections	Monthly	<ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings 	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor.

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. Welding, flame cutting etc.

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

NB:-

Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY

GENERIC GUIDELINES FOR SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATIONS

IN

Gardening services for Port Shepstone Magistrate court

MANAGED BY

**THE DEPARTMENT OF
PUBLIC WORKS**

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1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client’s further duties are as described in The Act and the Regulations made thereunder. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

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

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the

contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

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

3. PURPOSE

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

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

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

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“ Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

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

“Hazard” – means anything including work activities and practices with the potential to cause harm;

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

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

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

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made

available to the principal Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 **Communication, Participation & Consultation**

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. **INTERPRETATION**

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.

- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

7. RESPONSIBILITIES

7.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a “Notification of Construction Work” form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The contractor must demonstrate to the Principal Contractor that he has the Necessary competencies and resources to perform the construction work safely.

7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system or any civil engineering structure or type of work
- c) Construction of a new two storied Administration building.
 - Preparation of site by leveling, compaction etc.
 - Excavations for parking areas/services

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
 - Environmental restrictions and existing on-site risks arrangements, imposed

by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

(d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details; details of the principal contractor;
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

(e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- the development of a construction project traffic management plan;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

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

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

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

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at

least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ii. the health or safety of any person was endangered
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

- (f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (i) **Reporting Of Near-Misses**
- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. **Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) *Site OH&S Rules*

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

b) *Security Arrangements*

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) *H&S Representatives('SHE – Reps')*

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

- The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness

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

a) *Training & Induction*

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

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

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

b) *Site Specific Induction Training*

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

c) *Other Training*

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

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 4	Notice of carrying out Construction Work	<ul style="list-style-type: none"> • Department of Labour notified • Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> • Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COVID Act Section 80	Registration with Compensation Insurer	<ul style="list-style-type: none"> • Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> • H&S Spec received from Client and/or its Agent on its behalf • OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> • Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> • Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> • Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> • Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> • More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. • Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 • Meaningful H&S Rep. reports. • Reports actioned by Management.

Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of SubContractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered

General Safety Regulation 8(1)(a)		<ul style="list-style-type: none"> • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
Construction. Regulation Environmental Regulation 9	Designation of a Person to Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced

General Safety Regulation 9	<p style="text-align: center;">Inspection & Use of Welding/Flame Cutting Equipment</p>	<ul style="list-style-type: none"> • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 13A	<p style="text-align: center;">Inspection of Ladders</p>	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety regulation 13B	<p style="text-align: center;">Ramps</p>	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
		<ul style="list-style-type: none"> • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

- The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

Rev H&S Spec Guideline Oct 2015

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

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

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

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

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or

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

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

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

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

a) Facilities

The site establishment plan shall make provision for:

b) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

c) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

d) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

e) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

f) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works.

g) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

h) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

i) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works shall approve the contractor's site plan.

Department of Public Works shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

j) Salvage Yard Management

Depending on the site specific arrangements and procedures, Department of Public Works may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

k) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

l) Hazardous Chemical Substances Waste Removal

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

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

m) Personal Protective Equipment (PPE)

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

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

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

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed -
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards

- 5) a review plan for risk assessments shall provide for:
- i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

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

b) Risk Profile

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

c) Risk Based Inspection Program

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



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER DBNQ/
RETURNABLE DOCUMENTS
AND
TERMS OF REFERENCE
FOR THE
APPOINTMENT OF SERVICE PROVIDER
TO
RENDER GARDENING
FOR 36 MONTHS

AT PORTSHEPSTONE COURT

DOJ - KZN

~~APPOINTMENT OF A SERVICE PROVIDER FOR THE RENDERING OF CONTRACT
GARDENING SERVICES AT THE DEPARTMENT OF JUSTICE OFFICES FOR A PERIOD OF
36 MONTHS~~

1. INTRODUCTION

The Department of Public Works (DPW) invites bids for the provision of contract gardening services at specified premises occupied by, or under the control of, the Department of Justice and Constitutional Development.

2. DURATION OF CONTRACT

The contract will endure for a period of (36) months calculated from the date of acceptance of the bid offer made by the successful bidder.

3. SUBMISSION REQUIREMENTS

3.1 Bidders must comply with current rates for Department of Labour when completing Bill of Quantity for employees' salaries. Failure to compliance with Department of Labour rates, for employees' salaries will be disqualified.

3.2 Bidders must be in possession of a **central supplier database** which must be submitted with their bid documents.

3.3 Bidders must comply strictly with the Basic Conditions of Employment Act (BCEA), Act 75 of 1997, as amended and any applicable sectoral determination in regard to salaries and wages on contract cleaning services.

4. CONTRACTUAL ASPECTS

4.1 The terms of this specification and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

4.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.

4.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.

4.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the Department.

4.5 The successful bidder must advise the Regional Manager: Department of Public Works immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

5. UNCERTAINTY ABOUT SCOPE

~~Should the Contractor be uncertain about the scope of the work to be executed under this contract, the Department must be immediately requested to clarify its instructions .~~

6. OBSERVANCE OF HEALTH REGULATIONS

All regulations prescribed by the State Health Department or by the Local Authority concerned, which have a bearing on this contract, must be observed meticulously by the Contractor. (See item 10.)

7. PROVISION OF MATERIALS AND EQUIPMENT

The contractor will be responsible for the provision of all materials and equipment that may be required to ensure efficient service. In this regard the contractor will ensure he/she has equipment in stock to see that there is no interruption in the service.

All equipment must be clean and in a fully functional and safe condition at all times and comply with all applicable regulations. Maintenance of the equipment is the contractor's responsibility.

All equipment shall be supplied by and shall remain the property of the Contractor, unless otherwise specified.

The Contractor will ensure that there will be no break in the service.

8. DEFAULT

The Contractor shall be liable for all expenses which may be incurred by his failure to perform any portion of this contract and the manner in which the service ought to be performed, in case of complaints, shall be decided finally by the Director-General of the National Department of Public Works or his Deputy who will be empowered, whenever necessary appoint a contractor to complete the service and charge this cost to the Contractor, or alternatively cancel the contract immediately.

9. DAMAGE

The Contractor shall make good all damage, which may be caused by him or his employees within five working days of being given written notice to do so. If not, the expense of having the repairs effected shall be for the Contractors account.

10. SUB-LETTING

Neither the whole nor any portion of this contract shall be handed over or transferred to any other party without the prior written consent of the Director-General, National Department of Public Works or his Deputy.

11. UNIT RATES / PRICES

Unit rates to include for all labour, transport, overheads and everything necessary for the proper performance of the work on **Schedule A**.

11.1 VALUE ADDED TAX (VAT)

All rates in this bid must be nett with VAT included.

NB: The department will only pay VAT to companies registered for VAT.

11.2 FIXED PRICE CONTRACT

This contract is a fixed priced contract and no adjustments shall be made for any increases or decreases of prices except for VAT rate adjustment.

12. BREACH OF CONTRACT

If the services rendered are interrupted or temporarily suspended as a result of any labour dispute, civil summons, a local or national disaster or any other cause outside the reasonable control of the Contractor both parties agree mutually on methods to continue with essential services.

13. DOCUMENTS

The following documents must be read in conjunction with this bid.

- i) Municipal by-laws and any special requirements of the Local Authority.
- ii) Occupational Health and Safety Act no. 85 of 1993

14. PAYMENT

Accounts to be submitted monthly/completion of service. The "DPW/CSD/001 CONFIRMATION OF SERVICE DELIVERY" must be certified and stamped by the person in charge of the relative institution or his nominated deputy. The service/works must be inspected by the NDPW to the effect that the quantities reflected on the invoice are correct and that the service has been performed satisfactorily. *The invoice should be accompanied by the signed and stamped "DPW/CSD/001".* Payment of accounts complying with all requirements will be made within **30 days from submission** to the department.

15. VARIATION IN CONTRACT

Should any of the premise(s) served by this contract be vacated or should the service for any other reason become wholly unnecessary the Contractor agrees to claim no payment in respect of such centre and the contract shall be considered as cancelled in respect of such centre.

Should any of the premise(s) served be added to this contract the Contractor's price per m² would be used to apply for the new premise(s).

16. CURTAILMENT OF SERVICES

The Department reserves the right to change any part of the service with one month's written notice to the contractor.

This however will only occur if the involved part(s) of the premise(s) is/are vacated, the occupants change or for security reasons. The contract amount shall in such a case be amended from the date of vacating the premise(s) with an amount as agreed upon.

Should the premise(s) or part(s) of the premise(s) where the service is rendered be damaged or destroyed by force majeure (viz major) the Department will, in its discretion determine which part(s) of the premise(s) cannot or should not be put to further use for the original utilisation and in respect of the unusable part(s) of the premise(s) the parties will no longer be bound by the stipulations of this agreement and no claim for indemnification in the favour of the one party against the other shall result there from. In respect of the remaining part(s) of the premise(s) which will still be used, the stipulations of this agreement will remain in force, but the contract amount will be reduced with a relevant sum as mutually agreed to, as of the date of such change, if the damaged

premise(s) is repaired the Department can request the contractor to resume the service by one month written notification in which case the stipulations of the contract in respect of the rendering of the service and the contract price will be applicable.

17. CLAIMS

The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim in respect of any taxes payable by the Contractor.
- b) Any claim for Workmen's Compensation Insurance of for any loss for which the Contractor is liable.
- c) Any claim by any third person including any employees of the Client or of the Contractor for any loss resulting from any bodily injury and or damage to property by any act or omission of the Contractor or any of its employees, servants or agents.

18. CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

The prospective bidders are expected to comply with all statutory provisions governing the contract and pest control industry, more particularly the prescribed minimum wage determined by the Department of Labour. The Department reserves the right to terminate the service in the event of the successful bidders' non-compliance with statutory obligations.

The personnel appointed by the contractor should have proof of **prior experience and suitable competence**

The contractor and his/her personnel are prohibited from reading or going through records in offices.

Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.

The contractor undertakes to keep the number of workers allowed in a building to the essential amount required.

Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard.

In accordance to the law on control and entry to public areas and vehicles, 1985 (law 5.3- of 1985), employees will be subject to the conditions as set out in Article Z(2) of the mentioned law.

~~The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.~~

Employees of the contractor shall not loiter about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be off the premise(s). No employee would be allowed on the premise(s) after working hours except if they have permission from the responsible officer in charge of the building.

Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time then entry to the area is prohibited.

Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times, indicate personnel to the contractor who is a security, health or safety risk. Such persons would not be allowed to be used by the contractor to carry out his duties.

In such a case the contractor will immediately honour the Department's request and shall have no claim of loss or damage against the Department.

The contractor will provide each employee of the contractor with a photo identity card. The card must have the following particulars,

- a) Name of Firm (Contractor)
- b) Name of employee
- c) Identity number of Employee
- d) Signature of the Employee
- e) The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands. The employees or persons in the service of the contractor who are working in or around the building providing the services as stated in this contract must at all times be dressed in a uniform that is to the Departments approval. The contractor shall at all times ensure that all cleaning staff is neatly clothed in uniforms (with the name of the company printed there on) with necessary personal protective equipment which shall include but not be limited to headgear, shoes, gloves etc.

All chemicals on site must be labelled with appropriate information. The contractor must ensure that an updated bound copy of the appropriate data sheet and material safety data is available at each site.

The contractor or his affiliates may provide no information of state activities to the public.

19. INDEMNITIES

The contractor and his/her affiliates enter the premise(s) at own risk.

The contractor indemnifies the Department of any happenings that he/she is aware of or not aware of his/her personnel that are used for services that fall outside this contract.

The contractor will at own cost take out an insurance policy against any claim, cost, lost or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contract.

20. ELECTRICAL EQUIPMENT

The contractor shall not use defective electrical equipment, which could cause the earth leakage to trip. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phase and not 2 phase.

The contractor may only use electrical equipment that will normally be used in normal circumstances for purposes named in this agreement. The contractor may under no

circumstances tamper with the electrical installations in a building or make changes to it without the Departments prior consent.

With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points.

The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1983 (Law no. 6 of 1983). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66Ab (Decibels) within one meter of the equipment.

21. NUISANCE

The contractor will not be allowed to perform any act or duty on the premise(s), which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premise(s) or that could cause damage to the property.

Personnel must behave in a soberly manner.

Silence must be reasonably maintained.

22. CAUTION SIGNBOARDS

The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in areas where the contractor or his employees are busy working. (Such as toilets, passages etc.). The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.

It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices or any written material that is displayed is in English.

23. INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS

1

The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premise(s).

24. SUPERVISION

The contractor must ensure that there is always continued on site supervision from Monday's to Friday's excluding Public Holidays effective supervision. Supervisors must in all respect respond to reasonable requests of the appointed personnel.

25. MANAGEMENT

The Contractor undertakes to:

- a) arrange with the occupants of buildings regarding access to the premise(s) in order to execute the required service;
- b) take adequate precautions to prevent damage to buildings, fittings and furnishing inside the premise(s) and elsewhere on site;
- c) accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;
- d) safeguard all his employees in accordance with the regulations of the Unemployment

- Insurance Act 1966, (Act no 30 of 1996) and any amendments thereof;
- e) all complaints concerning the service which must be performed, must receive immediate attention, but in any case not later than the following workday.
 - f) comply with the person who occupy the building's safety- and emergency measures and procedures, and keep the facilities, which are supplied, neat.
 - g) In carrying out the Contract, the Contractor shall conform to all laws, regulations or Bye Laws of any Department of State, Provincial Administration or Local Authority which may be applicable hereto, for instance the Occupational Health and Safety Act, Act 85 of 1993, Basic Conditions of Employment Act, No. 75 of 1997 and Government Gazette No. 23792.

26. DRESS CODE

The successful bidder will be required:

- 1) to ensure that a uniform displaying the company logo and name are worn at all times as follows:
 - Safety shoes @ 1 per gardener
 - Conti- suits @ 2 sets per gardener
 - Helmet @ 1 per gardener
 - Google @ 1 per gardener
 - Ear plugs @ 2 sets per gardener
- 2) Ensure that staff uniform is clean and neat at all times.

27. SPECIFICATION

Bidders are advised that:

1. If there are any queries arising from this Bid document, bidders must make written submissions to the NDPW at least 14 calendar days before the closing date of the bid in order to enable NDPW or its appointed agent(s) to respond adequately.
2. Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.
3. **Service providers must employ two gardeners to be on site on daily basis and supply all the necessary gardening equipment's for the duration of the contract to ensure maintenance of garden as follows:**
 - Cutting and mowing of all grassed areas, verges, raking all mowed lawns, edging of lawn areas, edging of flower beds, removal of gardening refuse and turf weeds.
 - Turning of soil to flower beds and trimming of tree shrubs / hedges.
 - Apply Agro chemicals /herbicides on drive ways/ paved areas to be weed free, but when performing this duty you must be registered with the Department of Agriculture, Land reform and Rural Development under Act 36 of 1947 (FERTILIZERS, FARM

FEEDS, AGRICULTURAL REMEDIES AND STOCK REMEDIES
ACT 36 OF 1947)

- It should be noted that herbicides/ weed control must be applied by registered pest control Operator (PCO) under the field of Industrial Vegetation and Noxious Weeds to ensure compliance with Act 36 of 1947.
 - PCO must issue service report after each herbicides application as per PCO regulation.
 - Sweeping of yard and collect litter daily.
 - Disposal of cut grass to a dumping area that is out premises.
4. Service provider must monitor their workers on site very close (Supervise) there workers if are performing very well on site or not. It's important that a service provider visit a site on regular basis to check your work.

PORTSHEPSTONE MAGISTRATE COURT

1.1 PRICING SCHEDULE INCLUSIVE OF: LABOUR, LEVIES, ALLOWANCES & UNIFORMS

- (ALLOWNCES & LEVIES INCLUDES: BONUS, UIF, COIDA, PROVIDENT FUND, ANNUAL LEAVE, BCCCI LEVY & OTHERS)
- IT'S A RESPONSIBILITY OF THE SERVICE PROVIDER TO PROVIDE UNIFORMS TO WORKERS. (REFER TO NO: 26 FOR DRESSING CODE FOR MORE CLARITY)

NB: 1. THIS SECTION MUST BE COMPLETED IN FULL AND IS TO BE SUBMITTED TOGETHER WITH THE BID.

2. FAILURE TO COMPLETE THIS SECTION WILL RESULT IN DISQUALIFICATION FROM THE BIDDING PROCESS.

3. FAILURE TO COMPLY WITH DEPT OF LABOUR WAGES RATES THAT INCOPORATE ALLOWANCES & RATES FOR EMPLOYESS IN THIS SECTION WILL RESULT IN DISQUALIFICATION DURING THE BIDDING PROCESS.=-

PRICE STRUCTURE POSITION	RATES REFER TO 1.1	QTY	MONTHLY FOR WORKERS	TOTAL PERIOD FOR SALARIES
Gardeners: August 2021 to Sept 2022	R _____ per hour	01	R _____	R _____
Gardeners: Sept 2022 to August 2023	R _____ per hour	01	R _____	R _____
Gardeners August 2023 to October 2024	R -----per hour	01	R _____	R _____
Grand total for salaries				R _____

1. GARDENING CONSUMABLES:

2.1 DESCRIPTION	QTY	COST PER ITEM	MONTHLY COST
➤ Petrol	30 litre x 01	R	R
➤ 2 stroke -oil	400ml x 01	R	R
➤ Nylon	2 packs of 2	R	R
➤ Refuse Bags	100 units	R	R
➤ Weed control/ Herbicides	05lt x 01	R	R
NB: Herbicides/ weed control must be applied by registered PCO.			
Total gardening consumable costs: per month			R
Total gardening consumable costs for 36 months			R

FINAL SUMMARY PAGE

1. THE VALIDITY PERIOD IS 60 CALENDER DAYS FROM THE CLOSING HOUR AND DATE OF THE BID

BUILDING: OLD PMB-COURT	PAGE NO.	AMOUNT
Gardening consumable costs:36 months:		R
Overheads:36 months		R
Inflation price rate		R
Vat 15%		R
Profit		R
Subtotal		R
Safety File		R 2000.00
Labour: 36 months		R
Grand total (To be forwarded to PA -32 form)		R

END