



# EMALAHLENI LOCAL MUNICIPALITY

**ELM 49/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR  
ROADS AND STORMWATER SERVICES AT EMALAHLENI LOCAL MUNICIPALITY FOR  
A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN “ REQUIRED BASIS)**

**EMPLOYER:**  
**Emalahleni Local Municipality**  
P.O Box 3  
Witbank  
1035  
  
**Municipal Manager**  
Tel No.: +27 (13) 690 6911  
Fax No.: +27 (17) 690 6207  
E-mail: [maiselahs@emalahleni.gov.za](mailto:maiselahs@emalahleni.gov.za)

**QUERIES:**  
**Directorate: Financial Services**  
**013 653 5677**  
E-mail: [maukua@emalahleni.gov.za](mailto:maukua@emalahleni.gov.za)  
  
**Supply Chain Management**  
Mr LD Nkosi  
Tel No.: +27 (13) 690 6502  
E-mail: [nkosild@emalahleni.gov.za](mailto:nkosild@emalahleni.gov.za)

*Tender Closing Date:*  
**Friday, 11 October 2023 at 11:00**

## TENDER PRICE

TOTAL COST (INCL. VAT)	...RATES ONLY.....
AMOUNT IN WORDS	...RATES ONLY.....

## Bidder's Details:

Company Name	
Physical Address	
Contact No.	
E-mail Address	
Contact Person	
Central Supplier Database No.	
Company Registration No.	

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS  
AND STORMWATER SERVICES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD  
OF 36 MONTHS (ON AN “AS AND WHEN “REQUIRED BASIS)**

**TENDER NO: ELM 49/2023**

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**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF  
PPE FOR ROADS AND STORMWATER SERVICES EMPLOYEES AT  
EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS  
(ON AN "AS AND WHEN" REQUIRED BASIS).**

**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

## Tender Notice and Invitation to Tender

TENDER NO.: ELM 49/2023  
CLOSING DATE: 11 OCTOBER 2023

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR  
ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL  
MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN”  
REQUIRED BASIS).**

Emalahleni Local Municipality hereby invites service providers to submit quotations for a panel of service providers for the supply and delivery of PPE for Roads and Stormwater Services employees.

Tender documents with full specifications can be obtained from [www.emalahleni.gov.za](http://www.emalahleni.gov.za) or [www.etenders.gov.za](http://www.etenders.gov.za).

The closing time for receipt of tenders is **11:00 on 11 October 2023**. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and **late tenders** will under no circumstances be considered and accepted. The tender box will be emptied just after closing time on the closing date. Thereafter all bids will be opened in public.

Any technical enquiries relating to the tender document may be directed to Ms A Mauku at telephone number 013 653 5677 and during working hours or e-mails may be sent to [maukua@emalahleni.gov.za](mailto:maukua@emalahleni.gov.za). Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484.

Fully completed tender documents, clearly marked **“Tender No. ELM 49/2023 REQUEST  
FOR PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE  
FOR ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI  
LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN”  
REQUIRED BASIS).”**

**” must be placed in a sealed envelope and placed in the tender box situated on the First floor, Emalahleni Local Municipality, Civic Centre, 29 Mandela Street, eMalahleni, 1035 by no later than 11h00 on 11/10/2023.**

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Supply Chain Management Policy of Emalahleni Local Municipality where **80** points will be allocated in respect of price and **20** points in respect of Specific goals.

**The specific goals allocated points in terms of this tender:**

A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -

- |   |            |
|---|------------|
| - for 100% black person or people owned enterprise                                | 5 points   |
| - for at least 30% woman or women shareholding or owned enterprise                | 5 points   |
| - For at least 30% youth shareholding or owned enterprise                         | 2.5 points |
| - for at least 30% people living with disability shareholding or owned enterprise | 2.5 points |

A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP –

- for enterprise regarded as EME located within the local area of jurisdiction. 5 points

**(The Municipality will utilize the CSD report to verify the above-mentioned information)**

No awards will be made to a person:

- Who is not registered on the **Central Supplier Database (CSD)**;
- Who is in the service of the state;
- If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity

The municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The municipality does not bind itself to accepting the lowest tender or award a contract to the bidder scoring the highest number of points.

Should you not hear from us within 90 days after the closing date, please consider your tender unsuccessful.

**HS MAYISELA  
MUNICIPAL MANAGER**

## **T1.2 : TENDER DATA**

### **Wording**

The employer is the EMALAHLENI LOCAL MUNICIPALITY.

The tender documents issued by the employer comprise:

#### **PART T1 : TENDERING PROCEDURES**

T1.1: Tender Notice and Invitation to Tender

T1.2: Tender Data

#### **PART T2 : RETURNABLE DOCUMENTS**

T2.1: List of Returnable Documents

T2.2: Returnable Schedules

#### **PART C1: AGREEMENTS AND CONTRACT DATA**

C1.1: Form of Offer and Acceptance

C1.2: Standard Conditions of Tender

#### **PART C2 : PRICING DATA**

C2.1: Pricing Instructions

C2.2: Bills of Quantities

C2.3 Evaluation and Adjudication Criteria

#### **PART C3 : SCOPE OF WORKS**

C3 Scope of Work

C3.1 Description of the Works

#### **APPENDICES**

The Employer is represented by:

Name: Mr. PIS SIHLANGU

Address: 29 Mandela Street, eMalahleni, 1035

Tel: 013 653 5677

E-mail: maukua@emalahleni.gov.za

No alternative tender offer will be considered; however proposals and suggestions are welcomed provided that they clearly state the manner of approach, designs if any, calculations and cost implications.

Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 (nil) copies.

<b>Wording</b>
All documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Civic Centre, First Floor, Mandela Street, eMalahleni
The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: EMALAHLENI LOCAL MUNICIPALITY Physical address: 29 Mandela Street, eMalahleni, 1035
Duly completed and signed original bid documents should be sealed in an envelope marked:  <b>"TENDER NO. ELM 49/2023"</b>  Closing date: 11 October 2023 Closing time: 11:00 Name of bidder: _____
The closing time for submission of tender offers is stated in the Tender Notice/ Invitation to Tender
Late bids shall not be accepted. Please note that bids are late if they are not received at the address given in the invitation after the bid closing date and time.
Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
All bid prices must be quoted in South African currency on a fixed price basis and include VAT.
The tender offer validity period is 90 Days from the closing date.
All relevant documents attached to this bid must be completed and signed in black ink by an authorized representative of the business. The authorized representative of the business is required to initial each page of the bidding document.
The tender shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
Access shall be provided for the following inspections, tests and analysis: Due to the spatial displacement of the various sites the site clarification meeting shall be conducted at the offices of Emalahleni Local Municipality, whereby a site briefing shall be presented. The Employer shall discuss the scope of works and answer any questions raised.
Tender offers will be opened immediately after the closing time at 11:00 for tenders at the Civic Centre Building of the municipality in the presence of a municipal representative and the tenderers whom wish to attend the session. The tender offer amounts shall be read out publicly and the list of returnable documents shall be stamped by the employer.
The conditions contained in the General Conditions of Contract (GCC) 2010, and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
The Emalahleni Local Municipality reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid at all.

Wording
<p>The following preference point systems are applicable to all bids:</p> <ul style="list-style-type: none"> <li>- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and</li> <li>- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).</li> </ul> <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the <b>80/20</b> preference point system shall be applicable.</p>
<p>Tender offers will only be accepted on condition that :</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury;</li> <li>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>d) has completed the Compulsory Municipal Bidding Documents (MBD) and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially comprise the tender process.</li> </ul>
<p>The number of paper copies of the signed contract to be provided by the Employer is ONE (1).</p>

EMALAHLENI LOCAL MUNICIPALITY

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR  
ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL  
MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN”  
REQUIRED BASIS).**

TENDER NO: ELM 49/2023

<b>PART T2: RETURNABLE DOCUMENTS</b>
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T2.1 List of Returnable Documents

T2.2 Returnable Schedules

## TENDER NO: ELM 49/2023

### T2.1 : LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

#### 1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (included hereafter for completion)

Schedule : 1A	MBD 1 - Invitation to Bid
Schedule : 1B	MBD 4 - Declaration of Interest
Schedule : 1C	MBD 6.1 – Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022
Schedule : 1D	MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices
Schedule : 1E	MBD 9 - Certificate of Independent Bid Determination
Schedule : 1F	Authority of Signatory
Schedule : 1G	Record of Addenda to Tender Documents
Schedule : 1H	Schedule of Similar Work satisfactorily carried out by the Tenderer

#### 2. OTHER MANDATORY DOCUMENTS REQUIRED FOR TENDER COMPLIANCE PURPOSES

Schedule : 2A	Proof of Authority of Signatory
Schedule : 2B	Municipal water and lights statement or written confirmation that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days.
Schedule : 2C	Proof of registration on the Central Suppliers Database (CSD) of the National Treasury
Schedule : 2D	Joint Venture Agreement in case of a Joint Venture signed by both parties

**3.                   RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

*As listed in Item 1*

**4.                   OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (included hereafter for completion)**

C1.1 :           The offer portion of the Form of Offer and Acceptance

C1.2 :           Standard Conditions of Tender

C2.1:           Pricing instructions

C2.2 :           Bills of Quantities

C2.3           Evaluation and Adjudication Criteria

C3.1           Description of the Works

# SCHEDULE 1A: MBD 1 - INVITATION TO BID

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE EMALAHLENI LOCAL MUNICIPALITY

BID NUMBER:	ELM 49/2023	CLOSING DATE:	11 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN "AS AND WHEN" REQUIRED BASIS).				

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN NTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT

**EMALAHLENI LOCAL MUNICIPALITY**  
**CIVIC CENTRE**  
**29 MANDELA STREET**  
**eMALAHLENI**

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

DEPARTMENT	SCM	CONTACT PERSON	MRS A Mauku
CONTACT PERSON	MS PRINCESS DHLADHLA	TELEPHONE NUMBER	013 653 5677
TELEPHONE NUMBER	(013) 690 6483 / 6497	FACSIMILE NUMBER	(013) 690 6207
FACSIMILE NUMBER	(013) 690 6207	E-MAIL ADDRESS	<a href="mailto:maukua@emalahleni.gov.za">maukua@emalahleni.gov.za</a>

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"> <input type="checkbox"/> YES <input type="checkbox"/> NO         </td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

<b>SCHEDULE 1B: MBD 4 - DECLARATION OF INTEREST</b>
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1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positioning relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declaring acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup> "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder  
presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed:  
.....

Position occupied in the state institution:.....

Any other particulars:.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars:

.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.  
 .....  
 .....  
 .....

2.11Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

<b>SCHEDULE 1C: MBD 6.1 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>
--

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

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

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**1. GENERAL CONDITIONS**

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

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

**1.2 To be completed by the organ of state**

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Item no.	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
A total of 15 preference points shall be allocated on a proportional or pro rata basis for contracting an enterprise owned by historically disadvantaged persons or individuals who meet the following requirements -			
1.	for 100% black person or people owned enterprise	5 points	
2.	for at least 30% woman or women shareholding or owned enterprise	5 points	
3.	For at least 30% youth shareholding or owned enterprise	2.5 points	
4.	for at least 30% people living with disability shareholding or owned enterprise	2.5 points	
A total of 5 preference points shall be allocated on a proportional or pro rata basis for implementing of programmes for RDP -			
7.	for enterprise regarded as EME located within the local area of jurisdiction.	5 points	
<b>The Municipality will utilize the CSD report for the above-mentioned information.</b>			

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

<b>SCHEDULE 1D: MBD 8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES</b>
--

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.4.1	If so, furnish particulars:
-------	-----------------------------

## CERTIFICATION

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

<b>SCHEDULE 1E: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION</b>
--

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

<b>SCHEDULE 1F: AUTHORITY OF SIGNATORY</b>
--

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for Company**

I, ..... , chairperson of the board of directors of ...  
 ..... , hereby confirm that by resolution of the  
 board **(copy attached)** taken on ..... 20..., Mr./Ms. ....  
 acting in the capacity of ..... , was authorized to sign all documents in  
 connection with this tender for contract ..... and any contract resulting from it on  
 behalf of the company.

**As witnesses :**

- |         |                  |
|---------|------------------|
| 1. .... | Chairman : ..... |
| 2. .... | Date : .....     |

Tenderers must attach a copy of the Resolution of the Board.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as .....  
 ..... hereby authorize Mr. / Ms. ....  
 acting in the capacity of ..... to sign all documents in  
 connection with the tender for Contract ..... and any contract resulting from it  
 on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**NOTE :** This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms.

....., authorised signatory of the company .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract ..... and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for Sole Proprietor**

I, .....hereby confirm that I am the sole owner of the business trading ..... as  
.....

**As witnesses:**

1. \_\_\_\_\_ : Signature  
2. \_\_\_\_\_ : Sole owner : \_\_\_\_\_  
Date : \_\_\_\_\_

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms. ....  
acting in the capacity of ....., to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

<b>CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)</b>
--

This returnable schedule is to be completed by joint ventures.  
 We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms ....  
 ....., authorised signatory of the company, close corporation or partnership .....  
 ....., acting in the capacity of lead partner, to sign all documents in  
 connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		<b>Signature</b> .....
		<b>Name</b> .....
		<b>Designation</b> .....
		<b>Signature</b> .....
		<b>Name</b> .....
		<b>Designation</b> .....
		<b>Signature</b> .....
		<b>Name</b> .....
		<b>Designation</b> .....

**NOTE:** A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this schedule.

EMALAHLENI LOCAL MUNICIPALITY

**SCHEDULE 1G: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer :

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

EMALAHLENI LOCAL MUNICIPALITY

**SCHEDULE 1H: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER**

The following is a statement of similar work successfully executed by myself/ourselves:

<b>Employer, contact person and telephone number</b>	<b>Description of Contract</b>	<b>Value of Work Inclusive of VAT (Rand)</b>	<b>Date Completed</b>

Signed .....

Date .....

Name .....

Position .....

<b>SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY</b>
---

## EMALAHLENI LOCAL MUNICIPALITY

### **PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**

<b>SCHEDULE 2B: MUNICIPAL RATES AND TAXES</b>
---

Section 38 (d) (i) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

The tenderer must attach to this page proof of registration with the Municipalities (local and/or district) as a payer of municipal levies and valid proof that municipal rates and taxes and municipal service charges of the prospective bidder and directors of the business are not in arrears from the relevant municipality for more than 90 days.

## EMALAHLENI LOCAL MUNICIPALITY

### **PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**

<b>SCHEDULE 2C: CSD REGISTRATION</b>
--------------------------------------

The tenderer must attach to this page proof of registration on the Central Suppliers Database (CSD) of the National Treasury.

## EMALAHLENI LOCAL MUNICIPALITY

### **PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**

<b>SCHEDULE 2D: JOINT VENTURE AGREEMENT</b>
---

The tenderer must attach to this page proof of Joint Venture Agreement in case of a Joint Venture signed by both parties.

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS  
AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY  
FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**

**TENDER NO: ELM 49/2023**

<b>PART C1: STANDARD CONDITIONS OF TENDER</b>
---

**C1.1      Standard Conditions of Tender**

## C 1.1: Standard Conditions of Tender

### 1 GENERAL

#### 1.1 Actions

1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

#### Note:

- a) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- b) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract

#### 1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### 1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### 1.4 **Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### 1.5 **The employer's right to accept or reject any tender offer**

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request

to do so.

- 1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of three months unless only one tender was received and such tender was returned unopened to the tenderer.

## **1.6 Procurement procedures**

### **1.6.1 General**

Unless otherwise stated in the tender data, a contract will be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

### **1.6.2 Competitive negotiation procedure**

1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions.

1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

1.6.2.4 The contract shall be awarded in accordance with the provisions of the General Conditions of Contract after tenderers have been requested to submit their best and final offer.

## 2 TENDERER'S OBLIGATIONS

### 2.1 Eligibility

- 2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- 2.1.2 Submit a tender offer only if the tenderer satisfies that the minimum score for functionality criteria will be met.
- 2.1.3 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### 2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

### 2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### 2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### 2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### 2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### 2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

## **2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

## **2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

## **2.10 Pricing the tender offer**

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## **2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## **2.13 Submitting a tender offer**

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any

documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

- 2.13.4 Sign the original and all copies of the tender offer where required In terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories shall be the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.7 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.13.8 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

**2.15 Closing time**

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**2.16 Tender offer validity**

- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period (**not less than 90 days**) stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of **clause 2.13** with the packages clearly marked as "SUBSTITUTE".

## **2.17 Clarification of tender offer after submission**

2.17.1 Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note:

**Clause 2.17.1** does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer elect to do so.

## **2.18 Provide other material**

2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

## **2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

## **2.20 Submit securities, bonds, policies etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data

**EMALAHLENI LOCAL MUNICIPALITY**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS  
AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY  
FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**

**TENDER NO: ELM 49/2023**

<b>PART C2 : PRICING DATA</b>
-------------------------------

- C2.1      Pricing Instructions**
- C2.2      Evaluation and Adjudication Criteria**

## C 2.1 PRICING INSTRUCTIONS

### 1. General

The pricing instructions describe the criteria and assumptions which will be assumed in the contract that the Tenderer has taken into account when developing his prices. The bills of quantities record the contractor's rates for providing supplies, services, engineering and construction works in accordance with the scope of work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the contract data. These items are not described in the pricing data.

### 2. Documents mutually explanatory

The documents forming the Contract are to be taken as mutually explanatory of one another. The bill of quantities forms an integral part of the contract documents and shall be read in conjunction with the tender data, contract data, and scope of work, site information general and special conditions of contract, the specifications and the drawings.

### 3. Definitions

For the purpose of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit	The unit of measurement for each item of work as defined in the scope of work and site information
Quantity	The number of units of work for each item.
Rate	The payment per unit of measurement at which the contractor contracts to do the work.
Amount	The product of the quantity and the rate tendered for an item.
Sum	An amount contracted for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

### 4. Descriptions

Descriptions in the bill of quantities are abbreviated and comply generally with those in the standardised specifications. The standardised specification, read together with the relevant clauses of the scope of work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable standardised specification, or the scope of work, conflict with the terms of the bill, the requirements of the standardised specification or scope of work, as applicable, shall prevail.

### 5. References

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "reference clause" in the bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents.

## 6. Units of measurement

The units of measurement indicated in the bill of quantities are metric units.

The following abbreviations are used in the bill of quantities:

%	per cent
H	Hour
Ha	Hectare
Kg	Kilogram
Kl	Kilolitre
Km	Kilometre
km-pass	kilometre-pass
kW	Kilowatt
L	Litre
M	Metre
Mm	Millimetre
MN	mega newton
MN-m	mega newton-metre
MPa	mega Pascal
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
m <sup>2</sup> -pass	square metre-pass
No	Number
PC sum	Prime Cost sum
Prov Sum	Provisional Sum
Sum	lump sum
T	ton (1 000 kg)

## 7. Net measurements

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

## 8. Quantities

The quantities set out in the bill of quantities are the estimated quantities of the contract works, but the contractor will be required to undertake whatever quantities may be directed by the employer from time to time. The contract price for the completed contract shall be computed from the actual quantities of work accepted and certified for payment.

9. **Currency**

All rates and sums of money quoted in the bill of quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. **Value Added Tax**

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the bill of quantities. VAT will be added as a single entry to the summary.

11. **Rates and prices**

11.1 General

- a) The contractor must price each item in the bill of quantities in **BLACK INK**. Reproduced computer printouts of the bills of quantities will not be acceptable.
- b) The rates and prices to be inserted in the bill of quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) A price or rate is to be entered against each item in the bill of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the bill. The contractor will not be paid for items against which no rate or lump sum has been entered in the bill of quantities.
- d) Should the contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

11.2 "Rate only" items

The contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where sum amounts are required or where provisional sums have been indicated, the contractor shall enter an applicable rate in the rate column of the bill of quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the quantity and the unit rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the employer in determining the contract price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, such error will be corrected by the employer in determining the contract price.

12. **Variation in text**

No alteration, erasure or addition is to be made in the text of the bill of quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the bill of quantities will be adhered to.

## C2.2 Evaluation and Adjudication Criteria

All bid proposals received will be evaluated and adjudicated on the **80/20** preference point system. **Price** will be the determining factor; however, the municipality reserves the rights not to appoint the lowest bid amount.

The following evaluation method will be used: After the closing date of the bid invitation, an appointed evaluation committee of officials will evaluate the proposal of the service providers.

13.2 The committee will evaluate each of the bid proposals received against the approved criteria as stated below:

- a) Compliance Check of required documents
- b) Functionality (Technical)
- c) Price and Specific goals in accordance with Preferential Procurement Regulation 2022.

**PHASE1:** Compliance Check of Required documents All proposals submitted will be evaluated to establish compliance to the commercial requirements such as for completion and signing of Standard Bidding Documents (SBD) forms, and submission of Central Supplier Database (CSD) registration number.

**PHASE 2:** Functionality Minimum threshold value of **70 points** should be obtained by the service providers to qualify for the fourth phase.

FUNCTIONAL EVALUATION					
NO.	EVALUATION CRITERIA	SCORING PRINCIPLE	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
1	Specification Requirements for the Supply of PPE	Must meet all technical requirements as per specifications	Bidders to provide Previous Executed Similar type projects to Government Departments		
			<b>Bidders must attach proof of appointment letters, Orders, Completed Certificates, for projects completed on supply of PPE.</b>		
			<b>Failure to submit list will lead to bidders scoring zero points</b>		
			0 to 1 Supply and Delivery project	<b>5</b>	
			2 to 3 Supply and Delivery Project	<b>10</b>	
			4 to 6 Supply and Delivery Project	<b>25</b>	
			7 to 9 Supply and Delivery Project	<b>30</b>	
			10 and More Supply and Delivery Project	<b>50</b>	
		Not meeting technical requirements		<b>0</b>	
2.	Indicate ability to supply the PPE within limited lead time when the order is made	A signed letter from the manufacturer confirming ability to deliver PPE within 6	Bidders are to provide a signed letter from confirming ability to deliver on the manufacturer's letter head.	<b>50</b>	

		weeks of the contract award or order throughout the duration of the contract	<b>Bidders are to provide a signed letter from the manufacturer confirming ability to deliver PPE within specific lead time on manufacturers' s letterhead</b>		
		A signed letter from the manufacturer confirming ability to deliver PPE within 7 weeks of contract award or order throughout the duration of the contract		25	
		A signed letter from the manufacturer confirming ability to deliver PPE within 8 weeks of contract award or order throughout the duration of the contract		15	
		A signed letter from the manufacturer confirming ability to deliver PPE within 9 weeks of contract award or order throughout the duration of the contract		10	
		No signed letter from the manufacturer confirming ability to deliver PPE		0	
<b>TOTAL POINTS</b>					<b>100</b>
<b>MINIMUM TRHESHOLD</b>					<b>70</b>

## C2.2.1 DESCRIPTION OF THE WORKS

**ELM 49/2023: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR ROADS AND STORMWATER SERVICES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)**

### 1. GENERAL CONCEPT OF TENDER

Emalahleni Local Municipality is inviting service providers to bid for the supply and delivery of PPE for **ROADS AND STORMWATER SERVICES EMPLOYEES** for a period of **36 months (on an as and when required basis)**.

### 2. TERMS AND CONDITIONS

- PPE supplied if found to be defective or of incorrect size, the supplier will be expected to exchange and replace the garment at no extra cost
- Short listed bidders will be expected to provide sample garments for further evaluation

#### - **Pricing Guidelines**

- All prices must be inclusive of VAT.
- Prices must be fixed for a period of 12 months

### 3. SCOPE OF THE PROJECT

The municipality is looking to appoint a panel of services providers for the supply and delivery of Personal Protective Equipment (PPE) on an “as and when” required basis for a period of 36 months.

The scope of the project entails the following:

- The municipal representative (Assistant Manager) will notify the service provider to deliver the PPE, with a lead period specified in writing;
- PPE must be delivered by the service provider to the mine within the stipulated period;
- PPE for men and women ranging from size XS to XXXXL;
- PPE must be delivered within 30 days after notification by the municipal representative.
- PPE sample must be provided to the municipality for approval for all the items before a delivery made to the municipality.

### 4. A. SPECIFICATION OF A PROJECT: ROADS AND STORMWATER

#### 1. TROUSERS:



#### **FLAME RETARDANT AND ACID RESISTANT CONTI TROUSERS:**

##### **SPECIFICATION:**

- D59 flame retardant and acid resistant SABS approved fabric.
- Industrial quality flame retardant 50mm silver reflective tape (EN 20471 Class II).
- Elasticated back.
- Brass riveted metal button closure.
- YKK brass zips fly.
- Seven belt loops.
- Back right patch pocket.
- Side slant swing pockets.
- Double needle front rise.
- All seams triple needle stitched.
- Pockets attached with double needle.
- Stress points bar-tacked

**FABRIC:** D59. 100% Cotton 4/1 Sateen Flame Retardant – SANS 1423 .  
Acid Resistant – ISO EN 6530

**WEIGHT:** 335 g/m<sup>2</sup>

**COLOUR:** Sasol Navy

## 2. SHIRTS:

### TWO TONE REFLECTIVE CONTI SHIRTS:



#### SPECIFICATION:

- Concentric rings of 50mm silver reflective tape (EN 20471 Class II) around torso and arms.
- Chest pockets with mitered corners and Velcro flaps
- Button front
- Button cuff with gauntlet
- Shirt tail bottom
- Triple needle stitched shoulder and armhole
- Pockets attached with double needle
- Stress points bar-tacked

**FABRIC:** 100% Cotton 2/1 Fine Twill.

**WEIGHT:** 140 g/m<sup>2</sup>

**COLOUR:** Navy with reflectors.

## 3. JACKETS:



#### SPECIFICATION:

- Quilted padded lining.
- Concealed Vision zip with stud fastening storm front.
- Elbow patches.
- Adjustable Velcro cuffs.
- Left chest pocket with concealed zip.
- Right chest pocket with Velcro.
- Internal left chest pocket with Velcro.
- Side slant welted hand pockets.
- Pockets attached with double needle.

- Stress points bar-tacked.

**FABRIC:** 100% Cotton 3/1 Rings pun Twill. Polyester Taffeta Quilted Padded Lining

**WEIGHT:** 285 g/m<sup>2</sup> . 210 g/m<sup>2</sup>

**COLOUR:** Orange / Yellow

#### 4. SAFETY BOOTS:



- A Comfortable safety shoe with anti-fatigue engineering
- Double density PU
- PU sole
- Heat resistant up to 95 degree Celsius
- Extra-wide fitting steel toe cap
- Full grain leather upper
- Approved by the South African Podiatry Association
- SANS/ ISO 20345 /ANTISTATIC

#### SAFETY FEATURES:

- Abrasion Resistance
- Water Resistance
- Heat Resistance
- Slip Resistance
- Oil & Acid Resistance

**COLOUR:** Black

#### 5. SUN HATS:



- **100% POLYESTER**
- **Colour: Navy**

#### 6. SOCKS:



**COLOUR:** Black

#### **7. RESPIRATORY DUST MASK**

- Cartridge / filter products

#### **8. GUMBOOTS**



- Steel toe cap or ordinary gumboots SABS approved

#### **9. RAINSUIT**



- Hi-Visibility Class 3 2-piece lime SANS approved
- Light weight polyester with waterproof polyurethane coating
- Zipper closure
- elastic waist pants

#### **10. REFLECTOR VESTS**

- Two tone long sleeve zip vest

#### **11. GOLF T- SHIRTS**

- Material 100% Cotton
- Emalahleni Local Municipality logo above left side
- Technical Services: Roads and Stormwater (below logo)
- Colour: Navy

#### **12. GLOVES**

- Goat skin gloves

#### **13. GOGGLES**

- Saflex 410

#### **14. EAR PLUGS**

- Durable, light weight, robust, easy to clean and allows easy modification for a proper.

## **NOTE:**

- **ALL GARMENTS SHOULD BE EMBROIDED WITH THE COUNCIL LOGO; AND**
- **JACKETS SHOULD BE PRINTED WITH ROADS AND STORMWATER SERVICES ROADS AND STORMWATER AT THE BACK**
- **ONLY LONG SLEEVE SHIRTS AND JACKETS WILL BE ACCEPTED**
- **ALL SUCCESSFUL BIDDERS' PRICES SHALL BE ADDED AND AN AVERAGE OF ALL SHALL CONSTITUTE THE FINAL RATE ON THAT SPECIFIC ITEM (IN RELATION TO THE MARKED RELATED RATES)**

## BILL OF QUANTITIES ROADS AND STORMWATER DEPARTMENT

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR  
ROADS AND STORMWATER SERVICES AT EMALAHLENI LOCAL MUNICIPALITY FOR  
A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED BASIS)**

The quantities allocated in the Bill of quantities are for evaluation purposes only,  
therefore the allocation of work will be subject to the availability of the budget in the  
financial year.

All prices should be VAT Exclusive

DESCRIPTION	SIZE	QTY	UNIT	RATE	AMOUNT
<b>TROUSERS OVERALL TROUSERS</b>	<b>XS</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>S</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>M</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>L</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>SHIRTS TWO TONE REFLECTIVE CONTI SHIRTS</b>	<b>XS</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>S</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>M</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>L</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXXL</b>		<b>NO</b>	<b>R</b>	<b>R</b>
<b>GOLF T SHIRTS</b>	<b>XS</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>S</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>M</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>L</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>JACKETS</b>	<b>XS</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>S</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>M</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>L</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>DRIMAC</b>	<b>XS</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>

	<b>S</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>M</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>L</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>OVERALL TOPS</b>	<b>XS</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>S</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>M</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>L</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>XXXXL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>SAFETY BOOTS</b>	<b>3</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>4</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>5</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>6</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>7</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>8</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>9</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>10</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>11</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
	<b>12</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>SOCKS</b>	<b>1 SIZE FIT ALL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>SUN HAT</b>	<b>1 SIZE FIT ALL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>GOGGLES</b>	<b>1 SIZE FIT ALL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>EAR PLUGS</b>	<b>1 SIZE FIT ALL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>GLOVES</b>	<b>1 SIZE FIT ALL</b>	<b>1</b>	<b>NO</b>	<b>R</b>	<b>R</b>
<b>TOTAL BIDDERS AMOUNT</b>					<b>R</b>

### **Workmanship**

The workmanship used in the manufacture and construction of the PPE covered by this specification, shall be of a consistently high standard and shall comply with ISO 9001/2. The manufacturer shall ensure that the high standard is maintained throughout the period of manufacture. All work must be guaranteed and the alteration of any uniform will be for the manufacturer.

### **Measurement**

All measurement will be done by the supplier and the relevant records of the sizes must be kept by the supplier.

**Delivery Time Frame:**

All must be delivered within six (6) weeks from receipt of order. Alterations and repairs must be finished and returned within 2 weeks from receipt of faulty personal protective equipment and is the responsibility of the supplier. Extension of delivery time will only be allowed under certain circumstances and with the prior approval of the Assistant Manager: Roads and Stormwater.

**Delivery of goods:**

All uniforms will be delivered in one complete set per pack / official with a name on the pack, at the Roads and Stormwater Workshop.

**Samples of PPE offered must be made available on request.**

For any queries or clarifications on the uniform specification contact Assistant Manager: Ms. A. Mauku on 013-690 6290  
Email: maukua@emalahleni.gov.za

**4. PRICING:**

- 4.1 The prices submitted on the bid document will be subjected to an annual escalation equal to the CPIX RATE
- 4.2 **The Unit Prices inserted in the bill of quantity shall be an all inclusive cost and must include and allow for all activities, embroidery, equipment, transport and any other item required to comply with this contract in all respects. All tendered prices quoted by the contractor must be in South African Rand (Currency).**
- 4.3 The Council is not bound to accept any of the bids submitted and reserve the right to call for Final Offers from short-listed bidders before final selection.
- 4.4 Bidder must provide a detailed pricing schedule indicating unit prices
- 4.5 **The Council reserves the right to negotiate price with preferred bidder.**
- 4.6 All rates will be evaluated on an average

**5. PAYMENT**

Tenderers shall note that payment shall be made in terms of ELM: General Conditions of Contract (Goods / Services).

### **SELF COMPLIANCE CHECK SHEET**

Ref no	Question	ELM'S Requirement	Bidder's Response
		YES *	YES / NO
1	Have you initialed all the pages of the bid document?	YES	
2	Have you completed and signed the Returnable Schedules required?	YES	
3	Have you completed and signed the MBD 4 form - Declaration of Interest?	YES	
4	Have you completed and signed the MBD 8 – Declaration of bidder's past Supply Chain Management Practices and MBD 9 – Certificate of Independent Bid Determination?	YES	
5	Do you understand the Scope of Work that includes the Standard Specifications / Project Specifications and Particular Specifications?	YES	
6	Have you completed the MBD 1 form?	YES	
7	Is the Company registered with the Central Supplier Database (CSD) of the National Treasury in terms of the category required in this Specification? Have you submitted a copy of your CSD Report?	YES	

**Signature.....Date.....**

**Position.....Name of Bidder.....**

## **ANNEXURE 1**

### **EMALAHLENI LOCAL MUNICIPALITY**

**TENDER NO: ELM 49/2023**

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR  
ROADS AND STORMWATER SERVICES EMPLOYEES AT EMALAHLENI LOCAL  
MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN”  
REQUIRED BASIS).**

### **SAFETY AGREEMENT**

**MEMORANDUM OF AGREEMENT CONCLUDED BY AND BETWEEN:  
EMALAHLENI LOCAL MUNICIPALITY  
(HEREINAFTER REFERRED TO AS THE CLIENT)**

herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Client, he being duly authorized thereto

and

\_\_\_\_\_  
(hereinafter referred to as the Mandatory)  
herein represented by \_\_\_\_\_  
in his capacity as \_\_\_\_\_  
of the Mandatory, he being duly authorized thereto

#### **WHEREAS:**

The Client and the mandatory entered into a written, alternatively oral agreement on the.....Day of .....20.....in terms of which the Mandatory undertook to carry out the following work for the client, viz. (give a short description of the type of contract work to be done as well as the address where work will be done)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(The said contract work is hereinafter referred to as the **Work**)

The Occupational Health and Safety Act, Act 85 of 1993 as amended (hereinafter referred to as the Act) contains amongst others certain provisions with regard to the

health and safety of people at work and in connection with the usage of plant and machinery, as well as the protection of other persons than persons at work against hazards to health and safety that originates from or in connection with the activities of persons at work.

Section 37(2) of the Act makes provision for the exclusion by the parties, by way of a written agreement, of supposition and accompanying liability of the Client as stipulated in section 37(1) of the Act.

The parties have reached consensus with regard to the terms and conditions to which they agree in terms of the provisions of section 37(2) of the Act.

## **NOW THEREFOR THE PARTIES AGREE AS FOLLOWS**

### **1. WRITTEN AGREEMENT**

The parties herewith agree in terms of section 37(2) of the Act on the arrangements and procedures that must be followed to ensure compliance with the provisions of the Act by the Mandatory.

### **2. ACKNOWLEDGEMENT BY THE MANDATARY**

The mandatory acknowledge herewith that he is fully acquainted with the contents of the Act, as well as with all regulations and SABS codes of practice that have been made in terms of section 43 of the Act.

### **3. UNDERTAKING BY MANDATARY**

- (a) The Mandatory hereby undertakes and binds himself to the Client to ensure prompt and strict compliance with the provisions of the Act and the said regulations as well as with the provisions included in this Safety Agreement at all times during the execution of the Works
- (b) It is hereby recorded that the provisions of this Safety Agreement as set out hereinafter are in no way intended to restrict the duties of the Mandatory, nor to exempt the Mandatory from his obligation in accordance with the Act and the said regulations

### **4. PERSONAL PROTECTIVE EQUIPMENT**

- (a) It is compulsory to wear equipment for eye protection when working in an eye protection zone or where the Work requires eye protection.
- (b) It is compulsory to wear safety helmets when working in a safety helmet zone or where the Work requires safety helmets.
- (c) It is compulsory to wear hearing protection when working in a noise zone or where the Work requires hearing protection.
- (d) The wearing of other protective clothing and equipment as prescribed by the Occupational Health and Safety Officer of the Client is compulsory.
- (e) The Mandatory shall ensure that the statutory requirements are complied with at all times.

### **5. FENCING AND GENERAL MACHINERY PROTECTION**

No shield or fencing may be removed from or be moved at any machinery or installation without written permission.

### **6. SCAFFOLDING, LADDERS, TOOLS, ET CETERA**

The Mandatory without the written permission of the Client may use no equipment or tools that belong to the Client.

Except where agreed beforehand the Mandatory shall provide enough tools and equipment to enable him to complete the Works and the Mandatory shall provide all storerooms, offices and eating halls that he may need. The Mandatory will be responsible for all his material on site.

In special case where the Client may lend equipment, tools or materials to the Mandatory, the Mandatory will use such equipment, tools and/or materials at his own risk and the Mandatory herewith indemnifies the Client against any liability of whichever nature or from any cause whatsoever, whether direct or indirect, that may arise from such usage.

**g. SERVICES AND WORKING METHODS**

The written permission of the Chief Executive / Town Clerk of the Client shall be obtained where any work which must be undertaken by the Mandatory is connected with a working process or machinery or any other service in connection therewith, or may possibly affect it, before he commences with such work.

Approval shall be obtained from the ROADS AND STORMWATER Assistant Manager of the Council before any equipment is connected to the ROADS AND STORMWATER supply of the Client. All equipment shall be isolated before any equipment is connected to the ROADS AND STORMWATER.

It shall be isolated and be provided with earth leakage protection. ROADS AND STORMWATER machinery, portable ROADS AND STORMWATER tools and portable lights must comply with the requirements of the applicable regulations.

Work permits must be issued in terms of the Occupational Health and Safety Act and Regulations when the nature of the work requires it. Permits must be issued by the relevant departmental head where necessary.

**h. EXCAVATIONS**

Written permission for excavations shall be obtained from the Assistant Manager of the Client and the Mandatory shall make sure of the existence and position of ROADS AND STORMWATER cables, discharge pipes, gas lines, water conduits, et cetera before he commences with any excavation work.

All excavations and obstructions and/or any openings in platforms or floors shall be enclosed in a safe way and warning notices shall be erected to ensure absolute safety. An adequate number of red or orange caution lights shall be provided when it is dark or should bad light prevail.

The area surrounding excavations shall be kept in a safe, orderly and tidy condition. No walkways or workplaces.

Nobody may enter into any restricted area in which hazardous fumes or a shortage of oxygen exists without a permit giving permission to do so, issued by the head of the relevant department of the Client and until it has been certified safe for entrance by the Occupational Health and Safety Officer and the Health Inspector of the Client.

**9. RESTRICTION TO WORKPLACE**

Employees of the Mandatory shall be restricted to their workplaces except when they have to leave their area for work purposes or when they visit toilets.

## **10. SUBCONTRACTORS**

The Mandatory shall ensure that all subcontractors receive a copy of this safety agreement and must ensure they comply with it.

## **11. OCCUPATIONAL HEALTH AND SAFETY OFFICER AND THE REPORTING OF ALL ACCIDENTS**

The Occupational Health and Safety Officer of the Client is available for consultation and he will make periodical visits to the workplace of the Mandatory. Any hazardous occurrence or incident to the employees of the Mandatory that results in absence from work for a period longer than three days shall be reported in writing to the Occupational Health and Safety Officer of the Client within forty-eight hours as well as to the Department of Labour as specified by the Act. Every user, employer, occupier, builder or excavator must, under this Act, keep record of all accidents that occur.

In the case of an accident that results in loss of life, nobody may disturb the scene of the accident or any articles involved in the accident prior to the arrival of the Occupational Health and Safety Officer and the Inspector, unless it is to prevent another accident from happening or the prevention of loss of life or to remove corpses.

The Occupational Health and Safety Officer will issue contravention notices to the Mandatory or a sub-contractor when there is a non-compliance and will specify the time in which it must be rectified.

The Occupational Health and Safety Officer will issue work stop notices to the Mandatory or sub-contractor whenever he is of the opinion that the health and safety of any person at work is threatened or that the contravention notices are not adhered to.

## **12. FIRST AID**

Where five or more persons are employed at a workplace, the Mandatory shall provide and maintain an adequately equipped first-aid box that meets the following requirements:

- (a) Every first-aid box shall contain the minimum contents as prescribed by the Occupational Health and Safety Act.
- (b) Nothing except articles and equipment required for first-aid purposes may be kept in the first-aid box.
- (c) Each first-aid box shall be kept in a place readily accessible in case of an accident.

All first-aid boxes shall be placed under control of a responsible person except where five or less persons are at work. The responsible person must be in the possession of a valid first-aid certificate issued by one of the following organizations:

- A South-African Red Cross Society**
- B St. John's Ambulance Foundation**
- C South-African First-Aid League**

A notice indicating where the first-aid box is kept as well as the name of the person in charge shall be affixed in a conspicuous place. The first-aid facilities of the Client may be used during emergencies.

### **13. FIRE PREVENTION MEASURES AND STORAGE OF FLAMMABLE MATERIAL**

The Fire department of the Client shall be notified before any welding, oxyacetylene welding, cutting, burning of paint or tar from floors or roofs is undertaken so that the necessary fire prevention measures can be arranged. All "NO SMOKING AND OPEN SURFACE FIRES / LIGHTS PROHIBITED" notices shall be adhered to. The Mandatory and his senior employee shall acquaint themselves and their fellow workers with the fire prevention measures of the Client, which will also include fire alarm notices and exits in case of fire, and they shall ensure that these rules are strictly complied with.

### **14. COMPLETION OF WORK**

Before the mandatory or his sub-contractors leaves the site, they shall inform the Head of the relevant Department of the Client and obtain his/her written approval that the work has been completed satisfactory and that the site of the work is left in a good condition.

### **15. SALVAGED MATERIAL AND EQUIPMENT**

Any building demolished or equipment or materials that are salvaged whilst carrying out the work shall remain the property of the Client, unless the contract specifically provides otherwise.

### **16. BREAKING OF THESE RULES AND POOR CONDUCT**

The Mandatory is warned that no behaviour that causes danger to their own employees, to the employees of the Client or general public will be tolerated. The Occupational Health and Safety Officer of the Client reserves the right of the withdrawal of any employees of the Mandatory or Client from the premises in the case of any default or breach of the agreement and to order that the completion of the work be stayed, pending compliance with this agreement; alternatively to cancel the agreement referred to in par.2 in which event the Client will be entitled to appoint an alternative contractor to complete the work and recover the costs thereof from the mandatory, without prejudice to any alternative or additional right or action or remedy to the Client, to recover from the mandatory damages for the default or breach and the cancellation.

The senior employees of the Mandatory shall sign a note of acknowledgement of this safety agreement to certify that they have received the regulations as included herein and that they understand the regulations

### **17. INTOXICATION**

Nobody that is in a state of intoxication or that is in any other condition that causes or may cause his/her incapability to control him/herself or persons under his control

may and shall not be permitted on the premises of the Client. The Occupational Health and Safety Officer of the Client reserves the right to the withdrawal of any employees of the Mandatory or Client from the premises in the case of any transgression of this nature.

## **18. CONFIDENTIALLY**

The Mandatory shall at all times treat data and information that have been made known to him or that he requires in connection with his work from the Client as confidential and he may not make unauthorized use thereof. He must also ensure that such data and information are not communicated to anybody else that is not an employee of the Mandatory without obtaining prior written approval from the Client and he must further ensure that such persons do in fact know that the said information is confidential and that they are obliged to treat it as such.

The Mandatory shall provide for adequate physical protection for any confidential documents, sketches, et cetera that he receives from the Client in connection with the work as well as for any copies thereof that he makes. He shall hand back all documents sketches and copies thereof to the Client upon completion of the work, or earlier, if so requested by the Client. The Mandatory shall inform the Client immediately should any such documents or sketches become lost.

## **19. INDEMNIFICATION BY THE MANDATORY**

The following conditions will be applicable to the Mandatory:

- (a) The Mandatory is liable and herewith indemnifies the Client irrevocably and in full against any claim for loss or damage to property or arising from death or injury of any person and any associated loss or damage suffered, and against all lawsuits, claims, demands, costs, expenses, and charges that may arise when the said occurrences are caused on purpose or through the negligence, violation of legal obligations or failure by the Mandatory or its employees.
- (b) Whenever any of the employees of the Client is busy with work to, or with the supply of material that will be used during the execution of the work by the Mandatory, or otherwise busy with work under the instruction and supervision of the Mandatory, in as far as they may be negligent or fail to do their duty, they will be regarded as employees of the mandatory
- (c) All installations, equipment, hoisting-apparatus and other implements, scaffolding, ladders, material, et cetera that are borrowed from the Client by the Mandatory for usage during the execution of the work, will be used entirely at the risk of the Mandatory or employees of the Mandatory and the Mandatory herewith indemnifies the Client irrevocably and in full against any liability that may arise from such usage.

## **20. AMENDMENTS MUST BE IN WRITING**

The parties agree herewith that this safety agreement is the only safety agreement between them and that no amendment thereof will be valid unless it is in writing and signed by both parties.

## **20. JURISDICTION AND LEGAL COSTS**

In the event of any legal action being instituted pertaining to this agreement the party in default or breach will be liable for the other party's legal costs on the scale as between attorney and own client and the parties consent to the jurisdiction of the magistrate's court for purpose of any legal action being instituted.