



EMALAHLENI LOCAL MUNICIPALITY

ELM 51/2023

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY EMPLOYEES 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: maisela@emalahleni.gov.za

QUERIES:

Directorate: Technical Services
Tel No.: 013 653 5721
E-mail: mchunulw@emalahleni.gov.za

Supply Chain Management
Mr LD Nkosi
Tel No.: +27 (13) 690 6502
E-mail: nkosild@emalahleni.gov.za

Tender Closing Date:
Friday, 13 October 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 PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED BASIS)

TENDER NO: ELM 51/2023

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**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF
PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES
AUTHORITY 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 51/2023
CLOSING DATE: 13 OCTOBER 2023

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY 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 personal protective equipment (PPE) for Water Services Authority employees at Emalahleni Local Municipality for a period of 36 months (on an “as and when” required basis).

Tender documents with full specifications can be obtained from www.emalahleni.gov.za or www.etenders.gov.za.

The closing time for receipt of tenders is **Friday, 13 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 LW Mchunu at telephone number 013 653 5721 and during working hours or e-mails may be sent to mchunulw@emalahleni.gov.za. Supply Chain Management Office may also be contacted on (013) 690 6483/6497/6484.

Fully completed tender documents, clearly marked “**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY 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 13/10/2023**.

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: Ms. L Mchunu

Address: 29 Mandela Street, eMalahleni, 1035

Tel: 013 653 5721

E-mail: mchunulw@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.

Wording
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: "TENDER NO. ELM 51/2023" PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN "AS AND WHEN" REQUIRED BASIS). Closing date: 13 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"> - 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). <p>The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.</p>
<p>Tender offers will only be accepted on condition that :</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) of the National Treasury; 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 c) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and 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.
<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
PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES
AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A
PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED BASIS).**

TENDER NO: ELM 51/2023

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

T2.2 Returnable Schedules

TENDER NO: ELM 51/2023

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 51/2023	CLOSING DATE:	13 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY 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 CONTRACT 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:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	Ms LW Mchunu	
CONTACT PERSON	MS ZINHLE MOROKU		TELEPHONE NUMBER	013 653 5721	
TELEPHONE NUMBER	(013) 690 6497		FACSIMILE NUMBER	n/a	
FACSIMILE NUMBER	(013) 690 6207		E-MAIL ADDRESS	mchunulw@emalahleni.gov.za	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</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>										
2. TAX COMPLIANCE REQUIREMENTS										
<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>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<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>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.</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:

SCHEDULE 1B: MBD 4 - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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, shareholder²):

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.

¹"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.

²"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

Date

.....

.....

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- 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
$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. 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	
The Municipality will utilize the CSD report for the above-mentioned information.			

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:

.....

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

- 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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	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

SCHEDULE 1E: MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

SCHEDULE 1F: AUTHORITY OF SIGNATORY

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

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (if applicable)

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
		Signature
		Name
		Designation
		Signature
		Name
		Designation
		Signature
		Name
		Designation

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:

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

Signed

Date

Name

Position

SCHEDULE 2A: PROOF OF AUTHORITY OF SIGNATORY

EMALAHLENI LOCAL MUNICIPALITY

PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED BASIS).

SCHEDULE 2B: MUNICIPAL RATES AND TAXES

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
PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES
AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY
FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED
BASIS).**

SCHEDULE 2C: CSD REGISTRATION

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 PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED BASIS).

SCHEDULE 2D: JOINT VENTURE AGREEMENT

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
PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES
AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY
FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED
BASIS).**

TENDER NO: ELM 51/2023

PART C1: STANDARD CONDITIONS OF TENDER

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
PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES
AUTHORITY EMPLOYEES AT EMALAHLENI LOCAL MUNICIPALITY
FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED
BASIS).**

TENDER NO: ELM 51/2023

PART C2 : PRICING DATA

- 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 ²	square metre
m ³	cubic metre
m ³ -km	cubic metre-kilometre
m ² -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.

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.

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 or private sector		
			Bidders must attach proof of appointment letters, Orders, Completed Certificates, for projects completed on supply of PPE.		
			Failure to submit list will lead to bidders scoring zero points		
			5 and more Supply and Delivery projects	50	
			4 Supply and Delivery Projects	30	
			3 Supply and Delivery Projects	25	
			2 Supply and Delivery Projects	10	
			1 Supply and Delivery Projects	5	
		Not meeting technical requirements		0	
NO.	EVALUATION CRITERIA	Rating	RETURNABLE SCHEDULE	RATING	WEIGHTING SCORE
2.	Bank rating	A-D		50	

		E	A bank rating letter issued by the financial institution	40	
		F		30	
		No response		0	
TOTAL POINTS					100
MINIMUM TRHESHOLD					70

C2.2.1 DESCRIPTION OF THE WORKS

ELM 51/2023: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR WATER SERVICES AUTHORITY AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN AS AND WHEN REQUIRED BASIS)

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 Water or Wastewater Treatment works within the stipulated period;
- PPE for men and women ranging from size XS to XXXXL;
- Garments should be embroidered with the council logo

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
- The Supply and Delivery of Personal Protective, Equipment, Uniforms, Clothing, and Footwear according to the attached item list.
- Emalahleni Local Municipality reserves the right to request bidders to submit samples for any item listed on the pricing list during evaluation;
- Deliver the required items at the specific water or wastewater treatment works;
- Suppliers are required to supply and deliver items that are SANS approved and the cost associated with will be to the account of the bidder;
- Failure to deliver products in line with the specifications will result in termination of the contract or rejection of the items;
- Emalahleni Local Municipality reserves the right to request for auditor's certificates confirming the authenticity of the declarations made in respect of local content.
- The costs associated with this audit certificate will be to the account of the bidder;
- The supplier's should provide the delivery mode of transport at their own cost

OBLIGATIONS OF THE BIDDER

- Service Providers to submit a sample of item/s after receipt of order/request for quality check approval and compliance with specifications.
- In the event that the sample does not meet specifications, ELM reserves the right to cancel order and request Service Provider to resubmit samples.
- All samples provided are for the cost of the supplier
- The supplier shall submit invoice immediately after the delivery of the items.
- All orders should be delivered within 30 days after receipt of an official order or as per agreed time frame.

WATER SERVICES AUTHORITY PPE SPECIFICATION

1.TWO TONE REFLECTIVE CONTI SHIRTS:



- 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/m²
- Colour: Navy with reflectors
- Emalahleni Local Municipality logo embroidery

2.REFLECTIVE FLAME RETARDANT AND ACID RESISTANT CONTI TROUSERS: OVERALL TOP AND TROUSER SET



- A flame retardant & coated acid resistant fabric
- 50mm Silver flame retardant double needle topstitched reflective tape on arms & legs
- YKK Concealed brass zip on jackets & pants
- Mitred laid on jacket pockets, mitred breast pocket with flap, mitred hip pocket & tool pocket on pants
- Double needle topstitched mitred back pocket
- Full triple needle topstitched garment
- Elasticated cuffs & side slits on jacket
- The natural fibres add comfort & breathability
- Protection in the event of a flash fire, and accidental chemical spillage
- Jackets & Pants may have different sizes
- Fabric: D59. 100% cotton 4/1 sateen flame retardant – sans 1423 . acid resistant – ISO EN 6530
- weight: 335 g/m²
- colour: Sasol navy
- Emalahleni Local Municipality logo embroidery

3.JACKETS



OPTION A

OPTION B

- Material 100% Polyester and water resistant finish
- Front chest pockets with studs
- Zip-off padded hood

- Wind resistant
- Robust jacket with quilted padding
- Two front pockets with double entry
- 100% polyester pouter with water resistant finish
- Adjustable velco tabs on the cuffs
- Reflective tape for high visibility
- Colour: Navy
- Emalahleni Local Municipality logo embroidery

JACKETS 4-1



OPTION C



OPTION D

- 4-1-JAC Khaki/Black (Men's 4 in 1 Jacket)
- Reversible body warmer with coated Polyester outer and 230g inner fleece
- Zippered inner and outer pockets
- Lightweight outer
- Zip-off hood
- Airtex lining
- Water and wind resistant
- Storm flap
- 190g Outer Jacket Nylon fabric
- Reversible body warmer with coated Polyester outer and 230g inner fleece
- Fabric: 100% oxford cotton polyester outer. quilted padded lining
- Colour: Navy /Red
- Emalahleni Local Municipality logo embroidery

4.SAFETY BOOTS OR SHOE:



OPTION A



OPTION B



OPTION C

- CE EN ISO20345: 2011 approved safety boot
- Anti-static removable inner sole
- Oil resistant
- Slip resistant
- Shock absorbent
- Steel toe cap with impact protection of 200 Joules
- Heat resistant up to 90°C
- Genuine leather upper and dual density PU sole
- COLOURS: Black (2351)

5. POWER GUMBOOT STEEL TOE CAP



- Steel toe cap with impact protection of 200 joules
- Heat resistant to 90°C
- Oil resistant
- Acid resistant
- Slip resistant
- CE Certified

6.SUMMER SUN HAT:



- versatex hat /jhat
- fabric: versatex 65% polyester, 35% cotton twill
- weight: 230 gm2
- sizes: std
- colours: navy
- features: antique brass eyelets for airflow / colors to match work jacket and work trousers
- Emalahleni Local Municipality logo embroidery

7.WINTER KNITTED BEANIE



- Decorative hem stitch finish
- 280g 100% Polyester micro fleece fabric
- BXD Branding option available
- Colour: Navy
- Emalahleni Local Municipality logo embroidery

8.SOCKS:



- Engineered with Anti-static Fibre in the form of silver coated stripes, knitted into the socks
- Anti-static Fibre conducts electricity away from the body, through the sock and into the shoe
- Anti-static effect is permanent and does not diminish over time
- Treated with Ruco-bac AGP anti-microbial silver-based technology that utilises nano particles of silver chloride
- Designed to destroy 95% of bacteria within 2 hours
- Eliminate foot odour, allergies and infections of the foot
- Ruco-bac AGP is harmless to natural skin flora and is environmentally friendly.
- 80% cotton
- Colour: Blac

9.TWO PEACE SET RAINCOATS



- Two piece 100% polyester,
- Double needle stitched throughout with internal heat sealed taped seams for extra strength and water resistance.
- Generously sized to wear comfortably over other garments.110gsm.
- Stow away hood with draw cord
- Hood attached to jacket
- Ventilated mesh back and under arm eyelets for breathability
- Raglan sleeves

- Concealed elasticised storm cuffs
- Stud fastening storm front with concealed Vislon zip
- Two Lower patch pockets with flaps
- Tipped draw cord with adjustable toggles at waist
- Emalahleni Local Municipality logo embroidery

10. REFLECTOR VEST



- Safety Depot Mesh Reflective Safety Vest with Zipper and pockets Hi Vis,
- Light Weight MSD1000
- Colour -Navy/lime/orange
- Emalahleni Local Municipality logo embroidery

11. PALM DIPPED MICROFOAM NITRILE COATED GLOVES



- palm coated microfoam nitrile gloves
- Grey nylon liner
- Black nitrile coated
- Sandy finish for grip
- Overall length: 25cm
- Sizes: 7 - 10
- Standard: EN 388 4.1.3.1

12. CHEMICAL GLOVES



- High Durability.
- High Dexterity.
- Super Grip.
- Good alternative to leather glove.
- 100% Polyurethane palm coating.
- Water based PU Micro Foam finish.
- Composite knitted wrist.

13.PVC SHOLDER LENGHT GLOVES



- Red smooth shoulder glove with yellow elasticated attachment.
- Overall length: 60 cm
- Red lined dip-coated PVC glove, with yellow coated polyester attached to the cuff.
- All seams are high-frequency welded.
- These PVC Yellow Elasticated gloves are well suited for general handling applications and chemicals.

14.FACE MASK: WITH CARTRIDGE



- Full face cartridge mask is designed to protect against Muriatic Acid, Chlorine and other organic vapors.

15. NOSE AND MOUTH GAS MASK WITH CARTRIDGE



- Nose and mouth mask with cartridge mask is designed to protect against Muriatic Acid, Chlorine and other organic vapors.

16.SAFETY GLASSES/GOOGLES



- Polycarbonate mono lense
- Soft rubber face seal
- efficient indirect ventilation system
- detachable black vinyl adjustable temple
- antifog lense
- scratch resistant

17.HARD HAT



- Adjustable ratchet headband fixed to six anchoring points located on the inner shell of the hard hat.
- A foam cushion front sweatband in the front of the helmet provides extra comfort with sweat absorption for the forehead area.

18.EAR MUFFS



- Material: foam
- Adjustable head band,
- light weight
- Low pressure
- Padded ear peaces

19. LIFE JACKETS



- The 100 Newton lifejackets designed to turn the unconscious user face up and support the head
- A large flotation collar supports the user's head
- The lifejackets must have a crotch strap for keeping the vest securely whilst in the water, while the small size also features fabric pampers.

- Includes, one webbing fastener, whistle, plastic zip and SOLAS retro reflective tapes.
- End rope with plastic button is fixed at the end of each lifejacket for adjustable wearing.
- Approved to the latest South African and international standards. SAMSA and NRCS (SABS)

20. DUST MASK BOX OF 20



Low breathing resistance for increased wearer comfort
 Light weight & comfortable
 Elasticated straps
 PP inner with no loose fibres
 Protection against solid and water based liquid aerosols
 For use in low toxicity dust areas when used in

21. HEAVY DUTY PVC APRONS



- 100% PVC reinforced polyester.
- Waterproof.
- Suitable for Construction, ship yards, chemical spraying, agricultural and industrial uses
- 90 x 120cm

22.FEMALE GOLF T SHIRT



23.MALE GOLF T SHIRT



- Lightweight
- Breathable
- Durable & retains colour
- High tear resistance
- Emalahleni Local Municipality Embroidery
- Colour: Navy/blue/green/lime

24. WADER SUITS WATERPROOF



- 100% PVC reinforced polyester.
- Waterproof.
- Suitable for Construction, ship yards, chemical spraying, agricultural and industrial uses
- 90 x 120cm

25. FULL BODY HARNESS LANYARD SCAFFOLD HOOK



- Colour Lime and Orange Colour
- Material 1X 45mm Polyester Webbing with 3.3 ton breaking strength Weight
- 1X 22kn D Ring for back attachment
- 4X Interlocking Galvanised mild steel adjustable buckles
- 1X Adjustable Steel Buckle on Chest strap
- 1X Spreader Bar 10X 45mm Plastic Loops
- 1X Lanyard with Shock absorber made from 45mm lime webbing with 3.3 ton breaking strength, and tear webbing 2X 22Kn Scaffolding Hooks
- 1X Heat shrink material for protection of tear webbing Standard SANS 50354, 50355 and 50361 Permit No6921 CODE HON0015

26. POWDER FREE NITRILE EXAMINATION GLOVES BOX OF 100



27.SUN CAPS



- Color: Mavy
- Material: Fabric
- Composition: 100% Polyester

27.LED FLASHLIGHT 90000 LUMEN RECHARGEABLE TORCH



- 90000 lumen rechargeable torch

29.LAB COATS ACID RESISTANT



- Dust Coats (Acid Resistant)
- 65% Polyester & 35% Cotton – Acid Resistant
- Emalahleni Local Municipality embroidery
- Colour: White/dark green

30. RESCUE LIFE BOUY RING



- Orange, rack hard, cross – linked polyethylene outer shell that will not deteriorate.
- Its construction permits it to remain unharmed no matter the weather conditions.
- lifebuoy ring is CE approved to SOLAS (L.S.A Code) * by DNV-GL.

- Designed for pleasure and commercial usage, features an orange, rack hard, cross-linked polyethylene outer shell that will not deteriorate and is unaffected by extreme weather conditions CE approved to SOLAS (L.S.A Code).
- Weight (kg): 2.5 kg (5,51lb)
- Drop Height (m): 80
- Buoyancy (Nt): ≥ 145 Nt

31. EMERGENCY BREATHING APPARATUS FOR CHLORINE GAS (BA SET)



- Lung demand valves
- full facemask configuration options
- Steel or carbon composite cylinders
- Secondary supply hose connections for rescue and decontamination
- Dräger Bodyguard 1500 for a wireless transmission of pressure data
- Dräger FPS 7000 Head-up-Display (HUD) and Tx Gauge with entry level electronics
- Rapid charge option
- Twin cylinder configuration

32.BLUE DEMIN INDUSTRIAL JEANS (MALE)



- Stretch fabric perfect for any body type
- Two front curved pockets with a money pocket,
- a constructed waistband,
- back pockets with profile stitching and a metallic zip opening
- Rivets added at all stress points for durability

- 86/11/3 Cotton polyester lycra fabric
- Straight-leg

33.BLUE DEMIN INDUSTRIAL JEANS (FEMALE)



- Stretch fabric perfect for any body type
- Two front curved pockets with a money pocket,
- a constructed waistband,
- back pockets with profile stitching and a metallic zip opening
- Rivets added at all stress points for durability
- 86/11/3 Cotton polyester lycra fabric
- Straight-leg

34. EAR PLUG, CORDED, DISPOSABLE PACK OF 200 PAIRS



- soft disposable polyurethane foam ear must provide comfort
- Cord: must be constructed from polyester
- Hypo-allergenic
- The earplug must comply with the requirements of EN352-2:2002 and are CE marked Must reduce the noise up to 37dB
- Dispenser box with 250 pairs

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 WATER SERVICES AUTHORITY DEPARTMENT

	<p>BID ELM 51/2023: PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF PPE FOR WATER SERVICES AUTHORITY AT EMALAHLENI LOCAL MUNICIPALITY FOR A PERIOD OF 36 MONTHS (ON AN “AS AND WHEN” REQUIRED BASIS)</p> <p>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.</p>
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ITEM NO	DESCRIPTION	SIZE	QTY	UNIT	RATE	AMOUNT
1	TWO TONE REFLECTIVE CONTI SHIRTS:	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
2	REFLECTIVE FLAME RETARDANT AND ACID RESISTANT OVERALL TOP AND TROUSER SET	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL		NO	R	R
3	JACKETS OPTION A	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
	JACKETS OPTION B	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
	4 IN 1 JACKETS OPTION C	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
	4 IN 1 JACKETS OPTION D	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R

		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
4	SAFETY BOOTS OPTION A	3	1	NO	R	R
		4	1	NO	R	R
		5	1	NO	R	R
		6	1	NO	R	R
		7	1	NO	R	R
		8	1	NO	R	R
		9	1	NO	R	R
		10	1	NO	R	R
		11	1	NO	R	R
		12	1	NO	R	R
	SAFETY BOOTS OPTION B	3	1	NO	R	R
		4	1	NO	R	R
		5	1	NO	R	R
		6	1	NO	R	R
		7	1	NO	R	R
		8	1	NO	R	R
		9	1	NO	R	R
		10	1	NO	R	R
		11	1	NO	R	R
		12	1	NO	R	R
	SAFETY SHOE OPTION C	3	1	NO	R	R
		4	1	NO	R	R
		5	1	NO	R	R
		6	1	NO	R	R
		7	1	NO	R	R
		8	1	NO	R	R
		9	1	NO	R	R
		10	1	NO	R	R
		11	1	NO	R	R
		12	1	NO	R	R
5	POWER GUMBOOT STEEL TOE CAP	3	1	NO	R	R
		4	1	NO	R	R
		5	1	NO	R	R
		6	1	NO	R	R
		7	1	NO	R	R
		8	1	NO	R	R
		9	1	NO	R	R
		10	1	NO	R	R
		11	1	NO	R	R
		12	1	NO	R	R
6	SUMMER SUN HATS	1 size fits all	1	NO	R	R

7	WINTER KNITTED BEANIE	1 size fits all	1	NO	R	R
8	SOCKS	1 size fits all	1	NO	R	R
9	TWO PEACE SET RAIN COATS	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
10	REFLECTOR VEST	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
11	PALM DIPPED MICROFOAM NITRILE COATED GLOVES	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
12	CHEMICAL GLOVES	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
13	PVC SHOLDER LENGHT GLOVES	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
14	FACE MASK: WITH CARTRIDGE	1 size fits all	1	NO	R	R

15	NOSE AND MOUTH MASK: WITH CARTRIDGE	1 size fits all	1	NO	R	R
16	SAFETY GLASSES/GOOGLES	1 size fits all	1	NO	R	R
17	HARD HAT	1 size fits all	1	NO	R	R
18	EAR MUFFS	1 size fits all	1	NO	R	R
19	LIFE JACKETS	1 size fits all	1	NO	R	R
20	DUST MASKS BOX OF 20	BOX	1	NO	R	R
21	HEAVY DUTY PVC APRONS	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
22	GOLF T SHIRT FEMALE	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
23	GOLF T SHIRT MALE	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
24	WADER SUITS WATERPROOF	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
25	FULL BODY HARNESS LANYARD SCAFFOLD HOOK	1 size fits all	1	NO	R	R

26	POWDER FREE NITRILE EXAMINATION GLOVES BOX OF 100	S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
27	SUN CAPS	1 size fits all	1	NO	R	R
28	LED FLASHLIGHT 90000 LUMEN RECHARGEABLE TORCH	n/a	1	NO	R	R
29	LAB COATS ACID RESISTANT	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
30	RESCUE LIFE BOUY RING	1 size fits all	1	NO	R	R
31	EMERGENCY BREATHING APPARATUS FOR CHLORINE GAS (BA SET)	1 size fits all	1	NO	R	R
32	BLUE DENIM INDUSTRIAL JEANS(MALE)	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
33	BLUE DENIM INDUSTRIAL JEANS(FEMALE)	XS	1	NO	R	R
		S	1	NO	R	R
		M	1	NO	R	R
		L	1	NO	R	R
		XL	1	NO	R	R
		XXL	1	NO	R	R
		XXXL	1	NO	R	R
		XXXXL	1	NO	R	R
34	EAR PLUG, CORDED, DISPOSABLE	Pack of 200 PAIRS	1	No	R	R
TOTAL EXCLUDING VAT					R	
VAT @15%					R	
TOTAL INCLUDING VAT					R	

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: Abstraction and Water Treatment section

Assistant Manager: Wastewater Treatment section

Chief Chemical analyst

Delivery of goods:

All uniforms will be delivered in one complete set per pack / official with a name on the pack, at the following plants

Water Treatment Works (WTW)

Witbank Dam

Witbank Water Treat Works (WTW)

Witbank WTW laboratory section

Rietspruit WTW

Ga-Nala WTW

Waste Water Treatment Works (WWTW)

Klipspruit WWTW

Riverview WWTW

Thubeluhle WWTW

Rietspruit WWTW

Nauwpoort WWTW

Phola WWTW

Ga-Nala WWTW

Samples of PPE offered must be made available on request.

For any queries or clarifications on the uniform specification contact Assistant Manager:

Ms. LW Mchunu on 013 653 5721

Email: mchunulw@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: 51/2023

**PANEL OF SERVICE PROVIDERS FOR THE SUPPLY AND DELIVERY OF
PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR WATER SERVICES AUTHORITY
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 of20.....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 Water or wastewater Assistant Manager of the Council before any equipment is connected to the Water or wastewater supply of the Client. All equipment shall be isolated before any equipment is connected to the Water or wastewater.

It shall be isolated and be provided with earth leakage protection. Water or wastewater machinery, portable Water or wastewater 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.

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.

PARTICULARS OF THE MANDATORY

Name (Mandatory)

C.E.O. (Section 16(1))

ID NO.: _____

Designation:

Name of Business _____

Address of Business:

Tel number _____ (h) _____ (w) _____

e-mail _____

Number of employees employed _____

Registration number as allocated to the Mandatory by the Workman's Compensation

Commissioner _____

Date allocated _____

Thus, done and signed on this _____ day of _____ 20 _____

As witnesses:

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

_____ (Signature) _____ (Name in print)

THE MANDATORY

Thus, done and signed on this day of 20_____

As witnesses

_____ (Signature)_____ (Name in print)

_____ (Signature)_____ (Name in print)

_____ (Signature) _____ (Name in print)

THE CLIENT

Acknowledgement of receipt of the agreement:

THE MANDATORY

ANNEXURE 2

CONSTRUCTION OCCUPATIONAL HEALTH - SAFETY - ENVIRONMENT AUDIT SYSTEM

(Based on the New Construction Regulations)

* Denotes items applicable to both Construction sites and Contractors Plant/Storage

1. ADMINISTRATIVE & LEGAL REQUIREMENTS

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 3	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 3	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COID Act Section 80	*Registration with Compels. Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 4 & 5(1)	OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly	
Section 8(2)(d) and Construction. Regulation 6	*Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractors informed/trained	
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to another person/s by CEO.	
Construction. Regulation 5(2)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 5(5)(a)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18	*Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	

Section/Regulation	Subject	Requirements	Yes/No
Section 19 & 20	*Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37	*Agreement with Mandatories (Sub-Contractors)	Written agreement with Subcontractors. List of Subcontractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 7	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointee's competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 8	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointee's competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	
Construction. Regulation 9	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 10	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 11	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 12	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp. scaffolding (Scaffold Erector/s) - act as Susp. Scaffold Team Leaders - inspect Susp. Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp. Scaffold medically examined for physical & psychological fitness. Written proof available	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Constructions. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 16	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction. Regulation 17	Caissons & Cofferdams	Competent person appointed in writing to supervise, control & inspect the construction, installation/dismantling of caissons/coffer dams Written Proof of Competence of above appointee available on Site Risk Assessment carried out to be inspected daily by a competent person. Inspections register kept	
Construction. Regulation 18	Explosive Powered Tools	Competent person appointed to control the issue of the Explosive Powered Tools & cartridges and the service, maintenance and cleaning. Register kept of above Empty cartridge cases/nails/fixing bolts returns recorded	

Section/Regulation	Subject	Requirements	Yes/No
		Cleaned daily after use	
Construction. Regulation 19	Batch Plants	Competent person appointed to control the operation of the Batch Plant and the service, maintenance and cleaning. Register kept of above Risk Assessment carried out Batch Plant to be inspected weekly by a competent person. Inspections register kept	
Construction. Regulation 20/ Mine Health & Safety Act (29 of 1996)	Tunnelling	Complying with Mines Health & Safety Act (29 of 1996) Risk Assessment carried out	
Construction. Regulation 21/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s – after erection/6monthly - Other cranes – annually by comp. person - Lifting tackle (slings/ropes/chain slings etc.) - 3 monthly Risk Assessment carried out	
Construction. Regulation 22 / Electrical Machinery Regulations 9 & 10 / Electrical	*Inspection & Maintenance of Electrical Installation & Equipment (including portable Electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered.	

Section/Regulation	Subject	Requirements	Yes/No
Installation Regulations		Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 2 Diving Regulations	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
Construction. Regulation 30/ General Safety Regulation 8(1)(a)	*Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 31/ Environmental Regulation 9	* Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: <ul style="list-style-type: none"> - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on register. Inspected weekly. Inspection Register kept Serviced annually	

Section/Regulation	Subject	Requirements	Yes/No
Construction. Regulation 32/ General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries	
Construction. Regulation 33/ General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
Construction. Regulation 34/ General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register kept	
Construction. Regulation 35/ Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Construction. Regulation 36/Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site	

Section/Regulation	Subject	Requirements	Yes/No
		Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): <ul style="list-style-type: none"> - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair 	
Construction. Regulation 37	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
Construction. Regulation 38/ General Safety Regulation 13D	*Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
Construction. Regulation 39/ General Safety regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept.	

ANNEXURE 2

GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

1. PROJECT BACKGROUND

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Principle Contractor, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Principle Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

2. FRAMEWORK FOR AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.1 INTRODUCTION

The Principal Contractor has to demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Principle Contractor could be required to submit the following documentation for perusal and verification by the Client:

- *Management Structure*
- *Quality Plan*
- *Human Resources Plan*
- *Registered Workplace Skills Plan*
- *“Letter of good standing” from the Compensation Commissioner or licensed compensation insurer.*
- *Proof of induction and other training of employees*
- *Example copy minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports*

2.2 CONTENTS OF AN OCCUPATIONAL HEALTH AND SAFETY PLAN

2.2.1 Occupational Health and Safety Management Program

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

2.2.2 Communication and Management of the Work

- Management structure and responsibilities

- Occupational Health and Safety goals for the project and arrangements for monitoring and review of Occupational Health and Safety performance.
- **Arrangements for:**
 - Regular liaison between parties on site
 - Consultation with the workforce
 - The exchange of design information between the Client, engineer, supervisors and contractors on site
 - Handling design changes during the project
 - Selection and control of contractors
 - The exchange of Occupational Health and Safety information between all contractors
 - Security
 - Site induction and onsite training
 - Facilities and first-aid
 - The reporting and investigation of accidents and incidents
 - The production and approval of risk assessments and method statements
 - Site OH&S rules
 - Fire and emergency procedures
 - Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident
 - and incident investigations and committee meetings
 - Reporting of incidents to the Department of Labour and Compensation insurer where appropriate

2.2.3 Arrangements for controlling significant site risks

The following are some examples of the arrangements for controlling the most significant site risks:

- **SAFETY RISKS**
 - Services, including temporary electrical installations
 - Preventing employees from falling into excavations, from trucks etc.
 - Work with, on or near fragile materials
 - Control of lifting operations
 - The maintenance of plant and equipment
 - Poor ground conditions
 - Traffic routes and segregation of vehicles and pedestrians

- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- **HEALTH RISKS**
 - Storage and use of hazardous chemical substances
 - Dealing with contaminated land or material
 - Manual handling
 - Reducing noise and vibration
 - Provision of adequate lighting
 - Ventilation considerations
 - Extreme heat and cold temperature considerations
 - Dealing with HIV/Aids and other illnesses
 - Provision of and maintaining ablution and eating facilities
 - Other significant health risks as and when identified

2.2.4 **Preparation of an Occupational Health and Safety Operational Reference File/Manual**

THE FOLLOWING ARE SOME OF THE REQUIREMENTS TO BE ADDRESSED:

- Layout, format and content requirements
- Arrangement for the collection and gathering of information
- Storage and archiving of all the information
- Copy to the Client at completion of project

SUGGESTED CONTENTS OF AN OH&S FILE/MANUAL

- OH&S Policy
- Notice of new project
- Site start-up
- Security measures
- Written designations & appointments
- Arrangements with contractors/mandatories
- OH&S rules and procedures
- Induction
- OH&S training
- OH&S promotion
- OH&S representatives
- OH&S committees

- Workplace facilities e.g. ablutions, sheltered eating areas etc.
- Protective equipment
- Workplace inspections and audits
- Investigation & reporting of incidents/accidents
- Mechanical safeguarding
- Electrical safeguarding
- Safeguarding against hazardous substances
- Lifting machinery & equipment
- Construction vehicles & mobile plant
- Welding, heating & flame cutting
- Excavations
- Protection of the environment affected by construction activities
- Keeping of records in terms of the OH&S Act (85 of 1993)

ANNEXURE 3

GUIDE TO RISK ASSESSMENT

1. HOW TO DO IT?

2. STEPS TO EFFECTIVE RISK ASSESSMENT

- Step 1 : Identifying the hazards
- Step 2 : Aim to identify major hazards, don't waste time on the minor & detail
- Step 3 : Involve as many people as possible in the process especially those at risk
- Step 4 : Gather all the information and analyse it
- Step 5 : Look at what actually occurs including non-routine operations
- Step 6 : Use a systematic approach to ensure all hazards are adequately addressed
- Step 7 : Assess the risks arising considering the effectiveness of controls
- Step 8 : Ensure the process is practical and realistic
- Step 9 : Always record the assessment in writing including assumptions and why

3. HOW SERIOUS IS IT?

<i>PROBABILITY</i>	CONSEQUENCES
A Common	1 Fatality or permanent disability
B Has Happened	2 Major injury
C Could Happen	3 Average Lost Time Injury
D Not Likely	4 Minor Injury
E Practically impossible	5 Medical Treatment or less

		PROBABILITY						
		A	B	C	D	E		
C O N S E Q U E N C	1			1	2	3	4	5
	2			2	3	4	5	6
	3			3	4	5	6	7
	4			4	5	6	7	8
	5			5	6	7	8	9

Risk Rating:	1 – 3 =	Serious	<i>ACTION</i>
	4 - 5 =	High	Immediate (within 1 week)
	6 – 7 =	Moderate	Within 1 month
	8 – 9 =	Acceptable	> 4 weeks No action

ANNEXURE B

**Pro-forma agreement in terms of Occupational Health and Safety
Act**

PRO-FORMA AGREEMENT IN TERMS OF

1.

2. OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)

3.

NEW CONSTRUCTION SAFETY REGULATIONS

4. The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2003 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

5.

6. The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

7.

(a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer's Health and Safety Specifications included in the contract documents.

8.

(b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer's Health and Safety Specifications included in the contract documents will be complied with in all respects.

9.

(c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.

10.

(d) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.

11.

(e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

12.

(f) Forward "safety meeting" minutes to the representative/Agent.

13.

14.

15. For the Employer:

Date:

16.

17.

18. Witnesses: 1) : _____ 2) _____

19.

- 20.
- 21. For the Contractor: _____ Date: _____
- 22.
- 23. Witnesses: 1) : _____ 2) _____

TENDER NO: ELM 51/2023

APPENDICES

APPENDIX A General Conditions of Contract (GCC)