

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF JOHANNESBURG WATER

BID NUMBER: JW CHR 001/23

CLOSING DATE: 21 May 2024

CLOSING TIME: 10:30AM

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

BRIEFING SESSION	COMPULSORY YES
BRIEFING DETAILS	<p>DATE AND TIME: 26 APRIL 2024 AT 13:00 ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001 VENUE : AUDITORIUM</p> <p>TENDERS RECEIVED FROM NON-ATTENDED BIDDERS OF A COMPULSORY BRIEFING SESSION WILL BE DISQUALIFIED</p>
TENDER DETAILS	<p>SUBMISSION</p> <p>BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT GROUND FLOOR IN JOHANNESBURG WATER</p> <p>ADDRESS : TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001</p> <p>PLEASE ALLOW SUFFICIENT TIME TO ACCESS THE JOHANNESBURG WATER OFFICE IN TURBINE HALL AND DEPOSIT YOUR TENDER DOCUMENT IN THE JOHANNESBURG WATER TENDER BOX SITUATED AT RECEPTION BEFORE THE TENDER CLOSING DATE AND TIME.</p> <p>TIMES: THE BUILDING WILL OPEN 7 DAYS A WEEK FROM 06:00AM UNTIL 18:00PM</p>

BIDDER INFORMATION

BIDDER INFORMATION				
NAME OF BIDDER				
NO. OF DOCUMENTS				
PHYSICAL ADDRESS				
TELEPHONE NUMBER				
CELLPHONE NUMBER				
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		MAAA No	
OTHER STATUS	COIDA No.		CIDB No	N/A

EMPLOYER INFORMATION

DEPARTMENT	HR & Corporate Services	DEPARTMENT	SCM
CONTACT PERSON	SAJIDA MIA	CONTACT PERSON	NTHABISENG MORE
TELEPHONE NUMBER	011 688 1480	TELEPHONE NUMBER	011 688 1512
E-MAIL ADDRESS	sajida.mia@jwater.co.za	E-MAIL ADDRESS	nthabiseng.more@jwater.co.za

NOTE: DOCUMENTS MAY BE DOWNLOADED FROM THE JOHANNESBURG WATER WEBSITE AND ETENDER PORTAL AT NO COST BUT MUST COMPLY WITH SUBMISSION REQUIREMENTS.

WITHOUT LIMITATION, JOHANNESBURG WATER TAKES NO RESPONSIBILITY FOR ANY DELAYS IN ANY COURIER OR POSTAL SYSTEM OR ANY LOGISTICAL DELAYS WITHIN THE PREMISES OF JOHANNESBURG WATER. JOHANNESBURG WATER LIKEWISE TAKES NO RESPONSIBILITY FOR TENDER OFFERS DELIVERED TO A LOCATION OTHER THAN THE TENDER BOX AS PER THE TENDER SUBMISSION DETAILS STATED IN THE TENDER DOCUMENT. PROOF OF POSTING OR OF COURIER DELIVERY WILL NOT BE TAKEN BY JOHANNESBURG WATER AS PROOF OF DELIVERY. TENDER SUBMISSION DOCUMENTS MUST BE IN THE TENDER BOX BEFORE TENDER CLOSURE.

THE TENDERER IS ENCOURAGED TO SIGN THE TENDER SUBMISSION REGISTER WHEN SUBMITTING THEIR TENDERS.

PLEASE ENSURE YOU SUBMIT 1 x ORIGINAL TENDER HARD DOCUMENT
(ALSO PROVIDE AN ELECTRONIC COPY IN A MEMORY STICK/USB).

Any documents required that are not submitted in the tender box at the deadline will be considered late.

The tenderer accepts that Johannesburg Water will not take responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

NAME OF CONTACT PERSON:

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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1. Tender Notice and Invitation to Tender

Johannesburg Water (SOC) Ltd invites the tenderer for the following:

CONTRACT NO. JW CHR 001/23 APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES (CLEANING, HYGIENE AND WASTE MANAGEMENT SERVICES) FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025.

The tender document will be available in the form of a download from the Johannesburg Water website (www.johannesburgwater.co.za/supply_chain/tenders) starting from 15 April 2024

The Employer is Johannesburg Water.

All tenders and supporting documents must be sealed and be placed in the Tender box on the ground floor of the Johannesburg Water by no later than 10:30 am on 21 May 2024.

Address is as follows:

TURBINE HALL, 65 NTEMI PILISO STREET, NEWTOWN, JOHANNESBURG, 2001

Johannesburg Water (SOC) Ltd is not obliged to accept the lowest or any tender and Johannesburg Water reserves to appoint:

- a) in whole or in part.
- b) to more than one tenderer.
- c) to the highest points scoring bidder.
- d) to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- e) to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- f) not to consider any bid with justifiable reasons.

A valid and binding contract with the successful tender/s will be concluded once Johannesburg Water has awarded the contract. Johannesburg Water (SOC) Ltd and the successful tenderer/s will sign the Letter of Award which together with the submitted tender document will form the contract.

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

2. Documents and Information That will Form Part of The Contract

The Tenderer is to indicate in the “Submitted (Yes/No)” column in the below table that they have completed the required section of the tender document. Completion of this checklist will assist the Tenderer in ensuring that they have attended to all the required items for submission with this tender. Additionally, it is an absolute requirement that tenderers comply with National Treasury’s CSD registration as well as SARS tax compliance requirements for contract award. The below will form part of the tender document, the tenderers are therefore encouraged to submit the returnable and or documentation with their tender offer to avoid elimination especially with regards to what is stated in the Required for Tender Evaluation column or not obtaining points for Specific Goals. Tenderers are encouraged to ensure that their Tax status remains Tax Compliant on CSD throughout the process to avoid delaying the process or being eliminated at award stage.

All documentation and information listed in the Checklist below shall form part of the Contract.

Table 1

No	Description of Returnable/s or Documentation or Information that will form Part of Contract and must therefore to be Completed and / or Submitted by the Tenderer	Required for Tender Evaluation	Required for Tender Award	Required After Tender Award	Submitted (Yes/No)
1.	Tender Cover:				
	Name of Tender	•			
	Contact Person	•			
	Telephone Number	•			
	Central Supplier Database Registration	•	•		
	COIDA Registration Number			•	
	Tax SARS PIN No.	•	•		
	MAAA No. for Tax Compliant Status		•		
2.	Mandatory Documents at Particular Stage:				
	Attendance of Compulsory Briefing Meeting	•			
	Price Schedule completed and signed as per award and allocation strategy.	•			
3.	Administrative Documentation:				
	Signed Certificate of Authority to Sign or Board Resolution granting authority to sign.	•			
	Signed Acknowledgement of Tender Conditions	•	•		
	MBD 1 - Invitation to Bid - Completed and signed	•	•		
	MBD 3.1 - Pricing Schedule – Firm Prices (Purchases) completed and signed (Acknowledgement that rates will be fixed for duration of contract).	•	•		
	MBD 4 - Declaration of interest - Completed and signed	•	•		
	MBD 6.1 - Preference Points Schedule – Specific Goals and Price Points - Completed and signed.	•			
	MBD 8 - Bidder's past supply chain management practices – Completed and signed.	•	•		

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	MBD 9 - Certificate of Independent Bid Determination – Completed and signed.	•	•		
	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not older than 90 days (if leasing/renting, submitted proof such as lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the tenderer. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not older than 90 days (if leasing/renting, submitted proof such of lease agreement where premises are rented), OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality. OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases where the submitted municipal statement or lease agreement is not in the name of the director. Please refer to Proof of Good Standing with Municipality Accounts document in the tender document for cases when the affidavit would be accepted.	•	•		
	3-year financial statements (audited where applicable) if required.	•	•		
	Any qualifications. If “Yes”, reference to such qualification/s must be indicated on a cover letter. Please be aware that alterations on the tender document may result in your tender being eliminated as the qualification may impede on the ability to evaluate like with like.	•			
	Occupational Health and Safety Declaration form	•	•		
	Joint Venture, consortium or equivalent agreement- if applicable	•	•		
4.	Functionality Documentation:				
	Documentary Evidence Required for Criteria 1 The tenderer must provide a number of reference where the supply of cleaning service, hygiene services and waste management, was carried out successfully.	•			
5.	Specific Goals:				
	Business owned by 51% or more – Black Youth.	•			

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath. 				
	Business owned by 51% or more-Black People with Disabilities. <ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability. 	•			
	Business owned by 51% or more - Black People who are military Veterans. <ul style="list-style-type: none"> Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required), OR Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required). 	•			
	SMME (An EME or QSE) owned by 51% or more - Black People <ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath. 	•			
6.	Scope of Work:				
	Scope of Work and or Specifications	•			
7.	Pricing Schedule:				
	Pricing Schedule completed in accordance with the award strategy	•			
	Alterations authenticated – Refer to Acknowledgment of Tender Conditions	•			
8.	Terms and Conditions:				
	General Conditions of Contract	•			
	Special Conditions of Contract	•			
9.	Other Documents				
	Letter of Award			•	
	Bank Details Form			•	
	Valid Registration with Compensation for Occupation Injuries and Diseases Act			•	
	Comprehensive Health and Safety Plan (compliance with OHSE Specification - if applicable			•	

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals, and MBD 6.2 Local Production and content.

CHECKLIST OF DOCUMENTS AND INFORMATION THAT WILL FORM PART OF CONTRACT

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.

CERTIFICATE OF AUTHORITY

3. Certificate of Authority

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.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) Certificate For Company

I,, chairperson of the Board of Directors of, hereby confirm that by resolution of the Board taken on, Mr/Ms, acting in the capacity of, was authorized to sign all documents in connection with tender JW..... and any contract resulting from it on behalf of the company.

Chairman:

As Witnesses: 1.....

2.....

Date:

CERTIFICATE OF AUTHORITY

(II) 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 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 members upon whom rests the direction of the affairs of the Close Corporation as a whole.

CERTIFICATE OF AUTHORITY

(III) 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 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.

(IV) Certificate For Joint Venture

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.
 , authorized signatory of the company
 , 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 AUTHORIZED SIGNATORY
Lead partner		Signature. Name Designation
		Signature. Name Designation
		Signature. Name Designation

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 Joint Venture as a whole.



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CERTIFICATE OF AUTHORITY
(V) Certificate For Sole Proprietor

I,, hereby confirm that I am the sole owner of the Business
trading as..... and the person authorized hereunder
is duly authorized to sign all documents related to tender JW.....
and contract resulting therefrom.

Signature of Sole owner:

As Witnesses:

1.....

2.

Date:

ACKNOWLEDGEMENT OF BID CONDITIONS

4. Acknowledgement of Bid Conditions

- 1 I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to Johannesburg Water (SOC) Ltd on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2 I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by Johannesburg Water (SOC) Ltd during the validity period indicated and calculated from the closing time of the bid or agreed validity period;
 - (b) this bid and its acceptance shall be subject to the terms and conditions embodied herein with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Johannesburg Water (SOC) Ltd, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Johannesburg Water (SOC) Ltd and I/we will then pay to Johannesburg Water (SOC) Ltd any additional expense incurred by having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Johannesburg Water (SOC) Ltd shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Johannesburg Water (SOC) Ltd may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by electronic mail (e-mail), faxed letter or by order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.
- 3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
- 4 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
- 5 I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

Details of my / our offer are / are as follows:

- 6 We undertake, if our Tender is accepted, to execute the contract in accordance with the requirements as

ACKNOWLEDGEMENT OF BID CONDITIONS

- 7 Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 8 We understand that Johannesburg Water is not bound to accept the lowest or any tender it may receive, and that the contract may be awarded in whole or in part and to more than one tenderer.
- 9 Should my/our tender be successful, it be understood that a contract will come into existence for the duration of contract stated in the tender document which will commence from the date indicated in the letter of acceptance.

INSTRUCTIONS TO BIDDERS

NB: Each bid must be submitted in a separate, sealed envelope on which the NAME AND ADDRESS OF THE BIDDER, THE BID NUMBER, DESCRIPTION OF BID AND THE CLOSING DATE must be clearly endorsed. The bid must be addressed to Supply Chain Management Unit, Johannesburg Water (SOC) (SOC) Ltd and deposited in the BID BOX situated at the entrance: Turbine Hall, 65 Ntengi Piliso Street, Newtown, Johannesburg.

It is the responsibility of the bidder to ensure that their /his / her bid document is submitted in a sealed envelope and placed in the Bid Box in good time so as not to miss the official deadline of 10:30 am on the closing date.

Bid documents submitted via courier services will be acceptable provided that the bidder instructs such courier company or its representative to deposit the documents in the bid box. Documents should under no circumstances be handed to an employee of Johannesburg Water as it may not be held accountable in the event of any loss thereafter.

Bid documents may not be submitted via the South African Post Office as only bid documents received in the Bid Box at the time of closing will be taken into account.

Bid documents received from non-attended bidders of a compulsory briefing session will be disqualified.

Tenderers are to allow for sufficient time to access Johannesburg Water offices in Turbine Hall and deposit their bid document in the Johannesburg Water tender box situated at reception before tender closing time. Tenderers are to note that the Johannesburg Water offices are open during 06:00am and 18:00pm seven (7) days a week.

IMPORTANT CONDITIONS

- 1 Bid documents must be completed using non-erasable black ink. Bids that are received contrary to this requirement will be disqualified. This condition applies to bid documents purchased as well as bid documents downloaded from the e-tender portal.
- 2 Bids should be submitted on the official forms provided. Should any conditions of the bid be qualified by the bidder, Johannesburg Water may disqualify the bid.
- 3 If any of the conditions on this bid form are in conflict with any special conditions, stipulations or provisions incorporated in the bid, such special conditions, stipulations or provisions shall apply.
- 4 Bids received after the closing time and date will not be accepted and will be returned to the bidder unopened.
- 5 All bid documents must be in sealed envelopes and deposited in the Official Bid Box situated at Turbine Hall, 65 Ntengi Piliso Street, Newtown.

ACKNOWLEDGEMENT OF BID CONDITIONS

- 6 Bids should as far as possible be submitted in their entirety. Such bid documents should also comply with submission requirements as described therein and should be bound in such a way that pages will not go missing.
- 7 Tender documents may be completed electronically without altering or tampering with any of the terms, conditions, specifications, pricing schedule etc. in the tender documents. Tender documents received contrary to this requirement will be disqualified.
- 8 It is an absolute requirement that the bidders tax matters are in order. To this effect, the bidder must furnish their Tax Compliance Status Pin or CSD MAAA number for bids as requested elsewhere in the bid document.
- 9 Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals. In cases where locality is a specific goal and the bidder did not submit the required documentation, the tenderer upon submitting the municipal statement, lease agreement or letter from ward councilor confirming business address as per above, may not be eligible for points under specific goals if such documentation required for administrative compliance was not submitted with the tender submission.
- 10 Pricing schedule must be completed and signed in accordance with award strategy. Bids that are received contrary to this requirement will be disqualified.
- 11 Tenderer's authorized signatory to sign or initial next to the price alteration.
- 12 The evaluation on price alteration will be conducted as follows:
 - 12.1. Where the tender award strategy is to evaluate and award per item or category, the following must apply:
 - (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.
 - 12.2. Where the tender award strategy is to evaluate and award total bid offer, the following must apply:
 - (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
 - (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
 - (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.
 - 12.3. Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:
 - (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.
- 13 The price will mean an amount tendered for goods or services and included all applicable taxes less all unconditional discounts.
- 14 The tender may be rejected if the tenderer does not correct or accept the correction of the arithmetical error communicated to the tenderer by Johannesburg Water. Acceptance of the correction to the arithmetic error must be in writing.
- 15 Tenderers are allowed to offer selective items (not all items as per BOQ) where applicable. Items that are left blank will be regarded as non-offered items.
- 16 Johannesburg Water reserves the right to enter into mandated negotiations to achieve cost effectiveness

ACKNOWLEDGEMENT OF BID CONDITIONS

with any one or more selected tenderers in accordance with Johannesburg Water's approved SCM procurement policy.

- 17 Notwithstanding compliance regarding any requirements of the tender, JW will perform a risk analysis in respect of the following:
- reasonableness of the financial offer
 - reasonableness of unit rates and prices
 - the tenderer's ability or financial capacity to fulfil its obligations. The financial statements will be analysed in accordance with the uniform financial ratios and industry norms. The following ratios will be used to determine the financial stability of the company: current ratio, solvency ratio, operating profit margin and cost coverage will be assessed.

The conclusions drawn from this risk analysis will be used by JW in determining whether to accept the bid offer or to reject the bid offer.

18 JW Reservations:

JW reserves the right to award contracts and tenders at its discretion on the basis of the following

- in whole or in part.
- to more than one tenderer.
- to the highest points scoring bidder.
- to the lowest acceptable tender or highest acceptable tender in terms of the point scoring system.
- to a bidder not scoring the highest points (based on objective grounds in terms of section 2 (1) (f) of the PPPFA) (where applicable).
- not to consider any bid with justifiable reasons.

SIGNATURE(S) OF AUTHORIZED PERSON

DATE:.....

Name of bidder.....

of

Name of authorized person (in block letters)

INVITATION TO BID

MBD 1

5. Invitation to Bid

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR JOHANNESBURG WATER					
BID NUMBER:	JW CHR 001/23	CLOSING DATE:	21 MAY 2024	CLOSING TIME:	10:30
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES (CLEANING, HYGIENE, PEST CONTROL AND MAINTENANCE OF FIRE EQUIPMENT SERVICES) JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TURBINE HALL,					
65 NTEMI PILISO STREET					
NEWTOWN, JOHANNESBURG, 2001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	GCINA NDELA		CONTACT PERSON	SADIJA MIA	
TELEPHONE NUMBER	011 688 1796		TELEPHONE NUMBER	011 688 1480	
E-MAIL ADDRESS	gcina.ndela@jwater.co.za		E-MAIL ADDRESS	Sajida.mia@jwater.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes <input type="checkbox"/> No				<input type="checkbox"/> Yes <input type="checkbox"/> No
PLEASE REFER TO EVALUATION SECTION FOR SPECIFIC GOALS VERIFICATION DOCUMENTATION REQUIRED TO QUALIFY FOR POINTS FOR SPECIFIC GOALS					
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 THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

INVITATION TO BID

MBD 1

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

MBD 3.1

6. Pricing Schedule – Firm Prices MBD 3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder... Bid Number: **JW CHR 001/23**

Closing Time: **10:30**

Closing Date: **21 MAY 2024**

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

-
- Required by: Johannesburg Water
 - At: Johannesburg Water

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

DECLARATION OF INTEREST

MBD 4

7. Declaration of Interest MBD 4

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.

.....

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

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

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

DECLARATION OF INTEREST

MBD 4

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

.....

DECLARATION OF INTEREST

MBD 4

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

PREFERENCIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION OF 2022

MBD 6.1

8. Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2022 -80/20

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

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

1. GENERAL CONDITIONS

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

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

1.2 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

PREFERENCIAL POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATION OF 2022

MBD 6.1

- 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

a) THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

**PREFERENCIAL POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATION OF 2022**

MBD 6.1

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.)

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)
Business owned by 51% or more – Black Youth	5	
Business owned by 51% or more- Black People with Disabilities	5	
Business owned by 51% or more - Black People who are military Veterans	5	
SMME (An EME or QSE) owned by 51% or more - Black People	5	
TOTAL	20	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 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]

5.4 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:

- a) The information furnished is true and correct;
 b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 c) 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;
 d) 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

**PREFERENCIAL POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATION OF 2022**

MBD 6.1

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:

.....

.....

.....

.....

DECLARATION OF BIDDERS'S PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

9. Declaration of bidder's Past Supply Chain Management Practices MBD 8

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

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

DECLARATION OF BIDDERS' PAST SUPPLY CHAIN MANAGEMENT PRACTISES

MBD 8

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS
DECLARATION FORM 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

10. Certificate of Independent Bid Determination MBD 9

- 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 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (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.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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;

CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- (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

PROOF OF GOOD STANDING WITH REGARDS TO MUNICIPAL ACCOUNT

11. Proof of Good Standing With Regards to Municipal Account

The tenderer is to affix to this page:

- Proof that the tenderer and directors of the tenderer are not in arrears for more than 90 days with municipal rates and taxes and municipal service charges. The latest municipal account is to be attached;
- Signed copy of the valid lease agreement if the tenderer or director of the tenderer is currently leasing premises and not responsible for paying municipal accounts

Note:

1. Should the municipal statement that was submitted with the tender document before tender closing date and time be in arrears for more than 90 days at time of award, the tenderer will be requested to submit the latest municipal statement which shows that the tenderer is not in arrears for more than 90 days. If the statement at that time is in arrears for more than 90 days, the tenderer must submit before the stipulated deadline, the written proof of an approved arrangement with the municipality.
2. The proof may be a copy of the agreement or an updated municipal statement which reflects the arrangement.
3. Should this tender be considered for award of the contract, based on proof of submission and should proof of such submission be found to be invalid, erroneous or inaccurate, the tenderer will no longer be considered for the award of the contract.
4. Statement must not be older than 90 days from the closing date of this tender. Attach latest municipal account statement behind this page.
5. In cases where the director of the tenderer resides with their spouse, parent, partner or sibling the owner of the property that confirm where the director of the tenderer resides must submit an affidavit stating such and explaining the relationship. This would happen in the case where the submitted municipal statement or lease agreement is not in the name of the director of the tenderer. Note 1 will be applicable.
6. In cases where the business address of the tenderer is also the official residence of the director of the tenderer, the director of the tenderer must submit an affidavit stating such. Proof that the municipal statement is not in arrears for more than 90 days or a valid lease agreement must be submitted. Note 1 will be applicable.

RECORD OF ADDENDA

12. Record of Addenda

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.

Communications regarding the revision of this tender document can also be viewed on the following website: [www.johannesburgwater.co.za/supply chain/tenders](http://www.johannesburgwater.co.za/supply_chain/tenders).

Note: Tenderers are to check the JW website at least seven (7) days before the tender closing date and time for any communication in regard to the tender.

	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		

SIGNATURE(S) OF AUTHORIZED PERSON:

NAME AND SURNAME

DATE:

SCOPE OF WORK

13. Scope of Work

13. SCOPE OF WORK AND SPECIFICATIONS

13.1 THE SERVICES

The service provider will be required to provide the following services:

13.1.1 Cleaning services

Cleaning including cleaning at heights and cleaning for compliance requirements. The Facilities Management Service Provider (FMSP) shall provide full on cleaning services on a daily basis [8 Hours per day, every day of the week (Monday-Friday- excluding public holidays)] on a monthly basis.

The cleaning service includes but not limited to the following:

- a) Floors and offices cleaning.
- b) Glass and doors.
- c) Handrails and fittings.
- d) Building interiors, immediate exteriors (reception) and parking areas and basements.
- e) Deep cleaning of carpets every three month.
- f) Daily Waste removal from the offices, Intercept waste exiting all floors to a central control waste area.
- g) Cleaning of boardrooms furniture and office equipment.
- h) Daily Cleaning of the gym area, all kitchens and the canteen area.
- i) All Ablution Facilities

Cleaning Area total of 21 376 square meters:

AREA / FLOOR	SIZE M2 /AREA
GROUND FLOOR	5075
FIRST FLOOR	4794
SECOND FLOOR	3373
THIRD FLOOR	3321
OPEN / BASEMENT PARKING	4813
TOTAL	21 376 m2

The FM Contractor shall provide all equipment, materials and consumables required to execute the services and keep a register, which may include, amongst other things, industrial-type vacuum cleaners, industrial auto-scrubbers, industrial multi-speed burnishers, hose pipes, industrial machine sweepers, mops, brooms, buckets, janitor trolleys, ladders, industrial carpet cleaners, industrial cleaning chemicals (environmentally friendly and SABS approved), personal protective clothing where needed (including face masks and gloves). All necessary safety signage to be used during cleaning to prevent any potential injuries of any persons in the building.

Cleaning materials required such as carpet cleaners and chemicals etc. are to be procured by the FMSP. The FM Contractor shall, upon request, provide Material Safety Data Sheets (MSDS) for all proposed chemicals and keep this available for inspection by the JW and external inspectors.

The service provider has an option to bring their own cleaning personnel or add and use our current Cleaning Staff as follows:

SCOPE OF WORK

Basement & Ground Floor

- 2 x Females
- 1 x Male Cleaner

First Floor

- 2 x Females
- 1 x Male Cleaner

Second Floor

- 2x Females
- 1 x Male Cleaner

Third Floor

- 2 x Females
- 1 x Male Cleaner

Other personnel

- 1 x Cleaning Supervisor
- 1 x Handyman.

13.1.2 Hygiene Equipment and Consumables

The FMSP shall provide the hygiene services daily, and in exceptional circumstances as requested by JW, which include but not limited to:

- Provision of all Hygiene equipment and consumables.
- Disinfect floors, mirrors, walls and furniture.
- Disinfect toilets, urinals, basins and toilet reel holders, plans for number of toilets attached.
- Sanitary bins collection and management (maintenance, Safe and compliant disposal of waste)
- refuse bags to be placed in enclosed trolleys for conveying in a discreet manner throughout the s
- Service of sanitary bins.
- Service and fresheners of sanitary bins once a week (SHE bins).

The service provider must maintain, and supply (if applicable) not limited to the following:

- Sani bin liners
- Hand soap
- Office Bin Liners
- 1 ply twin saver toilet paper
- Urinal mats
- Refuse Bags
- Air fresheners
- Furniture Polish
- Hand Paper Towel Rolls
- Seat Sanitiser Wipes / Spray

The service provider must provide SABS approved toilet paper, hand soap, paper towels, sanitary disposals, air fresheners, hand towel paper, refuse bags, paper hand towel (roll) and other detergents and consumables as per the schedule and/or as and when required, and always ensure stock availability. The cost of consumables shall be for the account of the service provider. All cleaning equipment and consumables to be available at all times in the ablution blocks, kitchens and all other areas where they will be used.

SCOPE OF WORK

List Of Hygiene Equipment

Location	Quantity	Description
Ground Floor HR	1	Soap Dispenser
	1	Paper Towel Dispenser
	1	Air Freshener
	1	Seat Sanitiser Spray
Ground Floor Paraplegic	1	Soap Dispenser
	1	Air Freshener
	1	Seat Sanitiser Spray
Ground Floor Ladies	2	Soap Dispenser
	1	Air Freshener
	3	Seat Sanitiser Spray
	2	SHE Bins
Ground Floor Men	3	Soap Dispenser
	1	Air Freshener
	3	Seat Sanitiser Spray
Ground Floor Visitors Ladies	4	Soap Dispenser
	2	Air Freshener
	4	Seat Sanitiser Spray
	4	SHE Bins
Ground Floor Visitor Men	5	Soap Dispenser
	2	Air Freshener
	4	Seat Sanitiser Spray
Ground Floor Visitors Paraplegic	1	Soap Dispenser
	1	Air Freshener
	1	Seat Sanitiser Spray
Basement 1 Female	6	Soap Dispenser
	1	Paper Towel Dispenser
	3	Air Freshener
	2	Seat Sanitiser Spray
	3	SHE Bins
	1	Wall Bin
Basement 1 Male	6	Soap Dispenser
	2	Paper Towel Dispenser
	3	Air Freshener
	2	Seat Sanitiser Spray
	1	Wall Bin
3rd Floor Male	3	Soap Dispenser
	1	Air Freshener
	3	Seat Sanitiser Spray
3rd Floor Female	3	Soap Dispenser
	1	Air Freshener
	5	Seat Sanitiser Spray
	5	SHE Bins
3rd Floor Paraplegic	1	Soap Dispenser
	1	Air Freshener
	1	Seat Sanitiser Spray

SCOPE OF WORK

2nd Floor Male	3	Soap Dispenser
	1	Air Freshener
	3	Seat Sanitiser Spray
2nd Floor Female	3	Soap Dispenser
	1	Air Freshener
	5	Seat Sanitiser Spray
	5	SHE Bins
2nd Floor Paraplegic	1	Soap Dispenser
	1	Air Freshener
	1	Seat Sanitiser Spray
1st Floor Male	3	Soap Dispenser
	1	Air Freshener
	3	Seat Sanitiser Spray
1st Floor Female	3	Soap Dispenser
	1	Air Freshener
	5	Seat Sanitiser Spray
	5	SHE Bins
1st Floor Paraplegic	1	Soap Dispenser
	1	Air Freshener
	1	Seat Sanitiser Spray

13.1.3 Waste Management Services

The FMSP shall provide waste management services on a weekly and in exceptional circumstances as requested by JW on an Ad Hoc basis:

Domestic waste management for example, ordinary bin trash collection from desks / working stations.

- Hazardous waste generated; light bulbs must be disposed of correctly with a use of a crush drum (hazardous Waste Drum).
- Recyclable waste i.e., papers, plastics, tins, bottles and dispose of them in the waste drums.
- Remove waste/garbage from the offices twice a day.
- Intercept waste exiting all floors to a central control waste area daily.
- Safe and compliant disposal of waste weekly
- Meticulous housekeeping of waste area and no unsightly accumulation of waste on site (including safe disposal of redundant globes,).
- Cleaning of fat trap as and when required.
- Once a week General Waste Collection.
- Approximately 30 Waste bins to be provided by service provider.
- Skips to be provided upon request.
- Servicing, cleaning and sanitising of all Recyclable waste equipment and waste area after weekly removal of waste.
- Servicing, Maintenance, cleaning and Repair of Compactor which is currently on-site.

13.2 Contract Performance Management Meetings

During the contract, the FMSP shall attend monthly contract performance management meetings with JW, convened for the purpose of managing the performance of the contract. The FMSP will table its plans, progress, risks, and improvement opportunities at these meetings.

The service provider should keep schedules for all the services or maintenances completed for J water, and all the necessary required documentations.

SCOPE OF WORK

13.3 Annual Strategic Review Meetings

The FMSP shall be expected to attend an Annual Strategic Review Meeting with JW. At the Annual Strategic Review Meeting, the FMSP shall present and submit the following information:

- a) Review of contractual objectives.
- b) Review of contractual performance.
- c) Identify new strategic initiatives.

14. Evaluation

The tender will be evaluated and adjudicated in terms of the Municipal Finance Management Act (MFMA), Preferential Procurement Policy Framework Act, 2000, relevant Supply Chain Management Policy of Johannesburg Water (JW) and applicable Regulations.

Summary of Evaluation Stages:

STAGE 1: MANDATORY EVALUATION	STAGE 2: ADMINISTRATIVE EVALUATION	STAGE 3: FUNCTIONAL EVALUATION	STAGE 4: PREFERENCE EVALUATION
<p>Tenderer to submit all mandatory requirements under this Stage. These are criterion scored as 'pass/fail' or 'yes/no' during the evaluation process.</p> <p>A "fail" or "no" will lead to the tenderer being disqualified and may not be considered for further evaluation or award.</p>	<p>These are the applicable Municipal Bidding Documents (MBD) that the tenderer's duly authorised representative must fully complete and sign and provide administrative documents such as director's and company's municipal statement or valid lease agreements which must be valid and submitted before tender award. Should the MBD authority to sign and other administrative documents not be submitted or be incomplete, the tenderer will be given three (3) days to submit or complete them after receiving a request in writing from JW, should the tenderer not comply with requirement, the tenderer may be disqualified, and may will be considered for award.</p>	<p>Tenderers are required to achieve a minimum qualifying score as stated in the tender document to proceed to next stage. Tenderers are required to submit the required documentary evidence which will clearly enable the bid evaluation committee to evaluate as per criteria requirements. Tenderers are encouraged to complete the provided forms in full and not to write "See attached or Refer to another part of the tender submission" where information is provided.</p>	<p>The tender will be evaluated on the 80/20 preference points system according to the award strategy which is to award to the highest-ranking bidder on price and specific goals. The Specific Goals for the tender will be stated in MBD 6.1. In MBD 6.1, the tenderer must indicate how many points they are claiming for each Specific Goal and must submit all the required supporting documentation for the points to be verified and awarded by JW. The BEC will evaluate the submitted supporting documentation and confirm Specific Goal points claimed by the tenderer. Specific goals to be allocated by the BEC will depend on verification documentation submitted.</p> <p>Only tenderers that have completed and signed MBD6.1 and submitted applicable verification documents will be allocated Specific Goal points for preferencing.</p>

1. Stage 1: Mandatory Evaluation Criteria:

EVALUATION CRITERIA: (GATE KEEPERS)			
#	CRITERIA	DOCUMENTARY EVIDENCE	COMPLY (YES/NO)
1.	Tender briefing meeting.		YES
2.	Signed and completed Pricing Schedule as per award and or allocation strategy		YES

NB: Bidders that fail to comply with the above mandatory requirement may not be considered further for evaluation.

2. Stage 2: Administrative Evaluation Criteria:

NO.	REFERENCE TO TENDER DOCUMENT	DESCRIPTION	REQUIREMENT
1.	Annexure	Certificate of Authority or Board Resolution Letter granting authority to sign	Complete and submit
2.	MBD 1	Invitation to Bid Form	Complete and signed MBD 1 Form.
3.	CSD	Central Supplier Database Registration	Provide proof of CSD registration. Complete MAAA number on cover page or copy of CSD report.
4.	MBD 3.1	Pricing Schedule – Firm Prices (Purchases)	Complete MBD 3.1 Form.
5.	MBD 4	Declaration of Interest	Complete and signed MBD 4 Form.
6.	MBD 6.1	Preference Points Claim in Terms of The Preferential Procurement Regulations 2022	Complete and signed MBD 6.1 Form.
7.	MBD 8	Declaration of Bidder's Past Supply Chain Management Practices	Complete and signed MBD 8 Form.
8.	MBD 9.	Certificate of Independent Bid Determination	Complete and signed MBD 9 Form.
9.	Annexure – Proof of Specific Goals	Refer to documents listed in 4.3 verification documents to be submitted with the tender document	Submit applicable documentation with the tender submission – If not submitted with the tender document points for Specific Goals won't be allocated.
10.	Annexure	Municipal Rates and Taxes for the Tenderer - Current municipal rates for the entity not in arrears by more than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR	Submit applicable documentation with the tender submission

EVALUATION

		Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document	
11.	Annexure	Municipal Rates and Taxes - Current municipal rates for the directors of the entity not in arrears by than 90 days. If leasing/renting, submitted copy of valid lease agreement where premises are rented OR Confirmation that suitable arrangements are in place for arrear municipal obligations with your local municipality OR Current municipal rates which is not older than 90 days or valid lease agreement with affidavit from owner of property in cases stated in Proof of Good Standing with regards to Municipal Accounts document.	Submit applicable documentation with the tender submission
12.	Annexure	Occupational Health and Safety Declaration form – if applicable	Occupational Health and Safety Declaration form
13.	Annexure	Joint Venture, Consortium, or equivalent agreement– if applicable.	Joint Venture, Consortium, or equivalent agreement signed showing percentage ownership of parties – if applicable.

Tenderers will be notified of any omitted, outstanding, missing and or incomplete administrative documents and will be offered a period of 3 days to complete or submit those pages i.e., Municipal Bidding Documents (MBD), authority to sign and other administrative documents that require completion and signatures. These exclude documentation on functionality, price and preference points for specific goals, and MBD 6.2 Local Production and content.

Tenders that are received contrary to the above requirements will be disqualified after three (3) days period has lapsed.

If locality is a specific goal in MBD6.1 – the requested documentation may not be used to allocate points for specific goals.

EVALUATION

3.Stage 3 Functionality Evaluation Criteria:

The total Weighting is 100 and the Minimum Qualifying Score is 60.

The following aspects will be considered during the functional evaluation:

CRITERIA NO #	CRITERIA	EVIDENCE	SUB-CRITERIA/CLAUSE	WEIGHTING	SCORE
1.	COMPANY EXPERIENCE IN CLEANING SERVICES, HYGIENE SERVICES INCLUDING WASTE MANAGEMENT.	<p>The Tenderer is to submit Contactable Reference letter as proof of successful Cleaning Services, Hygiene Services including Waste Management successfully provided in the past.</p> <p>NB: The attached template must be completed by the referee (client of tenderer) and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the functional criteria requirements.</p> <p>A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender. See note 1.</p>	<p><u>Number of Successfully completed Cleaning Services, Hygiene Services including waste management, Projects</u></p> <p>No submission / submitted unrelated evidence / service rendered to less than one (1) client.</p> <p>Service successfully rendered to one (1) client</p> <p>Service successfully rendered to two (2) clients.</p> <p>Service successfully rendered to three (3) or more clients.</p>	60	<p></p> <p>0</p> <p>30</p> <p>60</p> <p>100</p>
MINIMUM QUALIFYING SCORE				60	
TOTAL				100	

Note 1: Please note that the Tenderer does not necessarily have to obtain the experience at the same time from the same clients. Tenderer make request or make copies of Contactable Reference template if more are required.

Note 2: It is the Tenderer's responsibility to ensure that the Contactable Reference is contactable. A reference check with the Tenderer's reference will be done for the Tenderers that have scored the minimum qualifying score. The Contactable Reference will have 5 working days from time of request by Johannesburg Water to confirm, in writing, the information on the Contactable Reference letter. Failure to confirm the reference by the Tenderer's reference contact within the stipulated time will result in the points for contactable reference not being allocated to the Tenderer.

Note 3: Please note that the Tenderer must meet the total minimum qualifying score of 60 points to progress to the next stage.

4. Stage 4 Price and Preference Points Evaluation:

4.1 Pricing

The following aspects will be considered in the financial offer:

- a) Costing for all items as described in the Pricing Schedule and applicable Strategies Review of financial offer and discrepancies between total and calculations.
- b) Identify any parameters that may have a bearing on the financial offer, e.g., contract period, price escalations or adjustments required and life cycle costs.
- c) The tender will be evaluated on the 80/20 preference system.

Refer to Pricing Schedule to complete the pricing.

4.2 The maximum preference points for this bid are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations 2022, 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.

Specific goals may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability.

Race:

I. Ownership by black people

II. Black Designated Group:

Ownership by black people that are unemployed

Ownership by black people who are youth

Ownership by black people living in rural or underdeveloped areas or townships

Ownership by black people with disabilities

Ownership by black people who are military veterans

Cooperative owned by black people

Gender:

III. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of gender are women. Ownership by persons that are classified as female or women according to the Department of Home Affairs of South African.

Disability:

IV. Persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of disability are disabled persons.

Reconstruction and Development Programme (RDP) objectives as published in Government Gazette No. 16085 dated 23 November 1994 i.e.,

Local Manufacture:

I. Promotion of procurement of locally manufactured goods in South Africa to promote job creation in light of the high unemployment rate in South Africa which has a greater impact previously disadvantaged individuals and black youth.

Locality:

I. Promotion of procurement from local business in the geographical areas that JW operate in. This is also directed at creating employment in the areas JW operate in. The BSC may allocate points as follows:

- Promotion of enterprises located in the Gauteng Province
- Promotion of enterprises located in a specific region within COJ (the 7 regions. A to G)
- Promotion of enterprises located in the City of Johannesburg municipality
- Promotion of enterprises located rural or underdeveloped areas or townships.

QSE

I. Promotion of procurement from QSE's that are black owned.

EME:

- I. Promotion of procurement from EME's that are black own.

SUB-CONTRACTING:

Promotion of sub-contracting to a company owned by Historically Disadvantaged Individuals (HDI) individuals.

JOINT VENTURE, CONSORTIUM OR EQUIVALENT:

For Joint Venture Agreements, Consortiums or equivalent, the agreement must show percentages of ownership and work to be completed by each party. This agreement must form part of the tender submission.

To determine the Joint Venture, Consortium or equivalent score for specific goals, JW will look at the consolidated BBEE certificate to determine the points for specific goals that will be awarded to the tenderer. If a consolidated BBEE certificate is not submitted, the parties to the joint venture, consortium or equivalent must submit their individual BBEE certificates issued by a SANAS accredited verification agency or the documents listed below on 4.4 and the joint venture, consortium or equivalent agreement in order for JW to determine the proportional points for specific goals.

Documentation to be provided:

- JV, Consortium, or equivalent agreement
- Consolidated BBEE certificate issued by an SANAS accredited verification agency. Certificate must be valid
- JV, Consortium, or equivalent agreement to contain percentage ownership which will be used to determine the proportional points for specific goals.

Table Specific Goals 1:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Business owned by 51% or more – Black Youth	5
Business owned by 51% or more- Black People with Disabilities	5
Business owned by 51% or more - Black People who are military Veterans	5
SMME (An EME or QSE) owned by 51% or more - Black People	5
TOTAL	20

EVALUATION

4.3 The following verification documents must be submitted with the tender document:

SPECIFIC GOALS – ANY ONE OR A COMBINATION OF ANY	MEANS OF VERIFICATION THAT MAY BE SELECTED OR A COMBINATION THEREOF
Business owned by 51% or more – Black Youth	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or Affidavit sworn under oath.
Business owned by 51% or more - Black People who are military Veterans	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Registration with military veteran's database (stamped printout from military veteran's office showing the principal member with the ID number will be required), OR Registration a Military Veteran Company (stamped printout from military veteran's office showing the principal member with the ID number will be required).
Business owned by 51% or more - Black People with Disabilities	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency, DTI/CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath, and Medical Certificate from medical doctor or SARS Confirmation of Diagnosis of Disability.
SMME (An EME or QSE) owned by 51% or more - Black People	<ul style="list-style-type: none"> Valid BBBEE Certificate issued by SANAS accredited verification agency or DTI /CIPC BBBEE Certificate for Exempted Micro Enterprises or Affidavit sworn under oath.

4.4 The following are the requirements for the Sworn Affidavit in terms of the BBBEE Sector Codes of Good Practice:

Affidavit Prescribed Formats	Category	Financial Threshold
Generic Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Sector Specific Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Construction Sector Code		
	EME Contractor	Less than R3m
	BO EME BEP	Less than R1.8m
Financial Sector Code		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Information Communication Technology Sector Code (ICT)		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m
Marketing, Advertising & Communication Sector Code (MAC)		
> Public Relations	BO QSE	Between R5m and R10m
> Marketing, Advertising & Communications	BO EME	Less than R5m
Property Sector Code		

EVALUATION

> Service-based	BO QSE	Between R5m and R10m
	EME	Less than R5m
> Agency-based	BO QSE	Between R2.5m and R35m
	EME	Less than R2.5m
> Asset-based	BO QSE	Between R80m and R400m
	EME	Less than R2.5m
Tourism Sector Code		
	BO QSE	Between R5m and R45m
	BO EME	Less than R5m
Specialised Enterprises		
	BO QSE	Between R10m and R50m
	BO EME	Less than R10m

4.5 Requirements for a valid BBBEE Certificate

- Copy of a certified valid BBBEE certificate (Only Valid BBBEE certificate must be accredited by SANAS) or valid Sworn Affidavit issued by the DTIC or the CIPC or in a similar format complying with commissioner of oath Act.
- Bidders who do NOT qualify as EME's and QSE's as outlined in 4.4, must submit B-BBEE verification certificates that are issued by an Agency accredited by SANAS.
- Bidders who fail to submit a certified copy of their valid B-BBEE certificate or valid sworn affidavit or valid DTI / CIPC B-BBEE certificate will score zero points for specific goals.

Valid Sworn Affidavits or certified copies of B-BBEE Certificate must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. **i.e.**

- The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.
- Copy of certified copies will not be accepted.

N.B. A tenderer failing to submit proof of specific goals claimed as per 4.3 will not be disqualified but will be allocated zero points for specific goals and will be allocated points for pricing.

4.6 Award and Allocation Strategy:

AWARD STRATEGY	The tender will be awarded to the tenderer scoring the highest points in terms of Price and Specific goals.
ALLOCATION STRATEGY	The contract will be awarded to tenderers that meet the highest-ranking tenders in terms of price and specific goals.

15. Pricing Instructions

General Pricing Instructions:

- a) All price(s) shall exclude Value Added Tax at the standard rate as gazetted from time to time by the Minister of Finance in terms of the Value Added Tax Act 89 of 1991 as amended. VAT will be shown separately on the Pricing Schedule/s and included in the total.
- b) All price(s) tendered shall include the cost of all insurances, services, labour, equipment, materials, etc. and be the net price after all unconditional discounts and settlement discount have been deducted. The net price/s shall be without any extra or additional charges to JW whatsoever.
- c) A firm price tender will be required for the duration of the contract, for tender evaluation and budgeting purposes.
- d) Should the contract be based on firm prices, no adjustment of prices will be made for the duration of the contract.
- e) Should the contract be based on non-firm prices, price adjustment request including supporting documentation must be sent to JW at least 30 days before agreed adjustment interval. The agreed formula in the Pricing Adjustment formula will form the basis of the negotiation.
- f) Unconditional discounts will be taken into account for evaluation purposes but conditional discounts will not be taken into account for evaluation purposes.
- g) Estimated quantities provided in the Scope of Work are purely for evaluation purposes only and does not provide any indication of the required quantities of product/s for the duration of the contract by JW and does not provide any guarantee to the contractor whatsoever in terms of quantities required. Pricing for any additional work that may arise on the project, outside of the defined Scope of Works, will be as per price in the pricing schedule of additional work, but written approval will still be required before any additional work is carried out by the Service Provider/Contractor.
- h) All pricing quoted in the Pricing Schedule/s shall be in South African Rand (ZAR) and rounded off to two decimals.
- i) The Pricing Schedule has to be completed in black ink and the Tenderer is referred to the Acknowledgement of Bid Conditions in regard to arithmetical errors and alterations, and the handling thereof.
- j) Time based fees shall be calculated by multiplying the provided unit cost rate with the actual time spent by the applicable personnel in rendering the service required by the Employer.
- k) Lump sum prices or rates shall not be adjustable with regard to changes in the law for the duration of the Contract Period of Performance.
- l) The Service Provider shall pay all taxes, duties, fees, levies and other impositions without separate reimbursement by the Employer.
- m) All activities or tasks shall be invoiced on a monthly basis, based on work successfully completed and accepted by the Employer.
- n) Any changes to the pricing schedule on the issued tender document will result in elimination, the Tenderer can however indicate in the qualifications any alternatives that they might want to offer.
- o) Pricing in full for rates-based rates contract, the tenderer must price for year 1, year 2 and year 3.

Alterations

The evaluation on price alteration will be conducted as follows:

Where the tender award strategy is to evaluate and award per item or category, the following must apply:

- (i) If there is an alteration on the rate but no alteration on the total for the item or category, the bidder will not be disqualified
- (ii) If there is an alteration on the total for the item/s without authentication, bidders will only be disqualified for alteration per item or category.

Where the tender award strategy is to evaluate and award total bid offer, the following must apply:

PRICING INSTRUCTIONS

- (i) If there is an alteration on the rate, total for the line item, sub-total/ sum brought/carried forward for the section but no alteration on the total bid offer, the bidder will not be disqualified.
- (ii) If there is an alteration on the total bid offer on form of offer then the amount in words must be considered or vice-versa.
- (iii) If there is an unauthenticated alteration on the total bid offer and the amount in words is not authenticated, the bidders will be disqualified for the entire tender.

Where the tender pricing schedule or bill of quantities is requesting rates/price from bidder/s without providing a total, the following will apply:

- (i) If there is an unauthenticated alteration on the unit rate/price the bidder must be disqualified.

NOTE: Failure to adhere to the pricing instructions may lead to your tender being disqualified.

PRICING SCHEDULE

16. Pricing Schedule

The Service Provider shall only claim rates / fees payable in terms of the pricing schedule below:

SERVICES NO.	DESCRIPTION	Rate Per Month	RATE PER MONTH EXCL. VAT	VAT @15%	RATE PER MONTH INCL. VAT
1.	Cleaning Services (As per the scope of work)	R	R	R	R
2.	Hygiene Equipment and Consumables (As per the scope of work)	R	R	R	R
3.	Waste Management (As per the scope of work)	R	R	R	R

Note: Actual number of months upon appointment will be based on remaining months until 31 March 2025 after award.
The rate per month for the three services will be multiplied by total number of months left until 31 March 2025 to arrive at an award value.

SIGNATURE(S) OF AUTHORIZED PERSON
NAME OF BIDDER
NAME OF AUTHORIZED PERSON IN BLOCK LETTERS
BID NUMBER:



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CONTACTABLE REFERENCE

17. Contactable Reference Letter

To Johannesburg Water (SOC) Ltd

I, the undersigned being duly authorized to do so, hereby furnish a reference to Johannesburg Water relative to the tender **JW CHR 001/23 APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES (CLEANING, HYGIENE, PEST CONTROL AND MAINTENANCE OF FIRE EQUIPMENT SERVICES) FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025**

Name of tenderer:

Description of services provided in relation to Scope of Work and or criteria.

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

Was their performance satisfactory?

Yes / No*

Signature: Date:

Telephone: Email:

Name of Client Company

Name of Reference Completing this Letter.....

NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.



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Name of tenderer:

Description of services provided in relation to Scope of Work and or criteria.

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

Was their performance satisfactory?

Yes / No*

Signature: Date:

Telephone: Email:

Name of Client Company

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NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.



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Name of tenderer:

Description of services provided in relation to Scope of Work and or criteria.

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

Was their performance satisfactory?

Yes / No*

Signature: Date:

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NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.



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Name of tenderer:

Description of services provided in relation to Scope of Work and or criteria.

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

Was their performance satisfactory?

Yes / No*

Signature: Date:

Telephone: Email:

Name of Client Company

Name of Reference Completing this Letter.....

NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.



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Name of tenderer:

Description of services provided in relation to Scope of Work and or criteria.

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

Was their performance satisfactory?

Yes / No*

Signature: Date:

Telephone: Email:

Name of Client Company

Name of Reference Completing this Letter.....

NB: This document must be completed by the referee and included in the tender submission. Alternatively, the client's letterhead may be used for this purpose provided it complies with the above requirements. A separate form must be completed for each reference as required in the evaluation criteria. Information provided will be verified and if found to be false or misrepresented, punitive measures will be instituted against the respective party including blacklisting and restriction from participating in any future government tender.

SPECIAL CONDITIONS

18. Special Conditions:

GENERAL	NB	The attention of the tenderer is drawn to the fact that General Conditions of Contract (JW13) shall apply, where applicable, to this contract.
<u>DEFINITIONS:</u>	1.1	That "Johannesburg Water (Soc) Ltd" shall herein after be referred to as "JW".
	1.2	The "Managing Director" shall mean the Managing Director: Johannesburg Water (Soc) Ltd or his authorised representative.
	1.3	"Vat" shall mean Value Added Tax in terms of the Value Added Tax Act 89 of 1991 as amended.
<u>PRICE:</u>	2.1	The contractor shall comply will all the pricing instruction as stated on the tender document.
<u>CONTRACT PRICE ADJUSTMENT</u>	3.1	a firm price is required for this offer.
<u>COMPLIANCE WITH LEGISLATION AND SPECIFICATION:</u>	4.1	The Contractor shall comply with all Municipal By-laws, and any other Laws, Regulations or Ordinances and shall give all notices and pay all fees required by the provisions of such By-laws and Regulations specified therein.
	4.2	The Contractor shall comply with all the requirements prescribed in the specification.
<u>SCOPE OF CONTRACT:</u>	5.1	The Contractor shall be required to supply, Johannesburg water Facilities management services (cleaning, hygiene and waste management services as specified in this document during the full period of the contract.
	5.2	The service provider has an option to bring their own cleaning personnel or add and use our current Cleaning Staff.
<u>DURATION</u>	6.1	The tenure of the contract shall be with effect from the date of signing the contract until 31 March 2025.
	6.2	Actual Months upon appointment will be based on remaining month after award.
<u>TENDER VALIDITY:</u>	7.1	The Tender shall be valid for a period of 90 days from the date of closing of Tenders.

**ADJUDICATION
OF
TENDERS:**

SPECIAL CONDITIONS

- 8.1 The highest, lowest or any tender will not necessarily be accepted by JW.
JW reserves the right to adjudicate the Tender to JW's best interest.

**ACCEPTANCE
OF TENDER:**

- 9.1 A valid and binding contract shall be concluded at the time that the contractor signs an official Contract Document at the offices of JW after the contractor is in possession of the letter of acceptance.

NOTICE

- 10.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and may be given in one or more of the following manners: -

10.1.1 Sent by prepaid registered post (by airmail if appropriate) in an envelope correctly addressed to it at an address chosen as its *domicilium citandi et executandi* to which post it is delivered, in which event such notice shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved); or

10.1.2 Delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi*, in which event such notice shall be deemed to have been received on the day of delivery; or

10.1.3 Sent by telefax to its chosen telefax number stipulated in 16.1, in which event such notice shall be deemed to have been received on the date of dispatch (unless the contrary is proved).

- 10.2 notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its *domicilium citandi et executandi*.

ASSOCIATION

- 11 The service provider must be a member of National Contract Cleaners Association – A valid membership confirmation letter/certificate must be submitted within 21 days of appointment.

**SERVICE
LEVEL
AGREEMENT
NI**

- 12 An SLA will be drawn up between the 2 parties on how services will be provided.

19. General Conditions of Contract

TABLE OF CLAUSES

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1. Definitions 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be

1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means Delict

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

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

GENERAL CONDITIONS OF CONTRACT

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier develops documentation / projects for the municipal owned entity (MOE), the MOE shall retain ownership of any written opinion, advice, presentation or other deliverable that the supplier produces for the MOE in its tangible form on payment of all fees due, owing and payable to the supplier. The ownership of the intellectual property rights in the services, products of the services and the methodology and technology used to perform the services and all its working papers shall be retained by the supplier.

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall

GENERAL CONDITIONS OF CONTRACT

itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed

GENERAL CONDITIONS OF CONTRACT

by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payment shall be made within 30 days of receipt of the supplier statement, provided the statement submitted is correct and submitted to Johannesburg Water before the end of the month. The invoice for which payment is required must be correct, must be reflected on the statement referred to above and also be submitted by no later than the end of the month.

16.4 Payment will be made in Rands unless otherwise stipulated.

17. Prices

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

18. Variation in contractual hours

18.1 In the event that work to be performed in terms of this contract be completed in less than the envisaged time, or in the event that the duration of such work exceeds the envisaged time pursuant to the approval by JW of an exception report referred to in clause 8 of the Scope of Work, the rate per hour payable to the contractor shall remain the same.

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

22. Penalties

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

GENERAL CONDITIONS OF CONTRACT

Clause 23.

23. Termination for default

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

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

GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters.

When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of

restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect

GENERAL CONDITIONS OF CONTRACT

of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

GENERAL CONDITIONS OF CONTRACT

29. Governing language

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

30. Applicable law

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

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Revised May 2013

20. Banking Details for Electronic Funds Transfer

Requirements

- All fields below must be completed and only **the completed original authorised form will be accepted.** (Faxed and emailed copies are not accepted).
- This form must be accompanied by an original **cancelled cheque** or an **original signed and stamped letter from your bank** (date must be not older than 3 months). Alternatively this form can be stamped by your bank.

Supplier Name	
Contact Person	
Email Address	
Telephone Number	
Fax Number	

Bank Information

Name of Payee (Must be the same as your supplier name)	
Name of Bank	
Account Number	
Branch Code -(to be confirmed with your bank for EFT payments)	
Branch Name	
Reference (if applicable)	

In the event my tender is successful, I hereby authorize Johannesburg Water SOC Ltd, to make all payments by EFT into the above bank account and I have attached the required documents as requested. I have the authority to provide and authorize the above information on behalf of the corporation/organization/payee.

Authorized representative of supplier

Name & Surname: _____ **Date:** _____

Signature : _____ **Designation** _____

21. JW POPIA Privacy Statement.

In terms of the Protection of Personal Information Act, 213 (Act 4 of 2013), also called the POPI Act or POPIA, Johannesburg Water SOC Limited, undertakes all reasonable measures to protect personal information and to keep it private and confidential.

1. Privacy Notice applies to:

Suppliers, vendors, contractors, service providers, etc whether appointed or prospective.

2. Definitions of personal information

According to the Act “personal information” means information relating to an identifiable living, natural person, and where it is applicable, an identifiable, existing juristic person. All addresses including residential, postal and email addresses.

3. About the Public Entity

Johannesburg Water (SOC) Limited, registration number 2000/029271/30

3.1 The information we collect

We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.

3.2 How Johannesburg Water use your information

We will use your personal information only for the purposes for which it was collected and agreed with you. For example: to gather contact information, to confirm and verify your identity, for the evaluation and adjudication of bids and quotations for tenders, request for quotations, and other personal information for the procurement of goods and services by the Entity.

3.3 Disclosure of information

We may disclose your personal information to our Shareholder, the City of Johannesburg, and other Government agencies such as National Treasury, and the Auditor-General of South Africa. We have agreements in place to ensure that they comply with the privacy requirements as required by the Protection of Personal Information Act.

We may also disclose your information:

- Where we have a duty or a right to disclose in terms of law;
- Where we believe it is necessary to protect our rights.

3.4 Information Security

We are legally obliged to provide adequate protection for the personal information we hold and to stop unauthorised access and use of personal information. We will, on an ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

When we contract with third parties, we impose appropriate security, privacy and confidentiality obligations on them to ensure that personal information that we remain responsible for, is kept

JW POPIA PRIVACY STATEMENT

secure. We will ensure that anyone whom we pass your personal information agrees to treat your information with the same level of protection as we are obliged to.

3.5 Your rights: Access to Information


You have the right to request a copy of the personal information we hold about you. To do this, simply contact us at informationofficer@jwater.co.za, and specify what information you require.

3.6 Correction of your personal information

You have the right to ask us to update, correct or delete your personal information. We will require a copy of your identification document to confirm your identity before making changes to personal information we may hold about you. We would appreciate it if you would keep your personal information accurate and up to date.

3.7 How to contact us

If you have any queries about this document; you need further information about our privacy practices; wish to withdraw consent; exercise preferences or access or correct your personal information, please contact us at the numbers listed on our website or send an email to informationofficer@jwater.co.za.

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	TENDER NUMBER:	JW CHR 001/23
	PROJECT LOCATION:	Turbine Hall
	PROJECT DESCRIPTION:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

DECLARATION BY CONTRACTOR

I, the undersigned, and representing the tenderer as indicated hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and confirm compliance thereto in the event of being successful:


- OHS Specification (Volume 2)
- Annexure 1: Baseline Risk Assessment
- Annexure 2: Medical Screening Policy
- Annexure 3: Sign off form
- Annexure 4: Environmental Management Plan

We furthermore commit to:

- Comply with all applicable SHE related legal and other requirements.
- Inform all staff of their role in managing environmental impacts and safety hazards on site.


Signed at on this Day of 20.....

Name of tenderer	
Name of Authorized person	
Authorized Signature*	

	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CHR 001/23
	PROJECT LOCATION:	Turbine Hall
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ANNEXURE 1:

BASELINE RISK ASSESSMENT


	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CHR 001/23
	PROJECT LOCATION:	Turbine Hall
	PROJECT DESCR:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

ANNEXURE 2:

MEDICAL SCREENING POLICY

	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CHR 001/23
	PROJECT LOCATION:	Turbine Hall
	PROJECT DESCR:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

ANNEXURE 3: SIGN OFF FORM

	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CHR 001/23
	PROJECT LOCATION:	Turbine Hall
	PROJECT DESCR:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

ANNEXURE 4:

JW 6.4 (RETURNABLE ANNEXURE A)



OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION: BASELINE RISK ASSESSMENT

PROJECT NUMBER:	JW CHR 001/23
PROJECT LOCATION:	Turbine Hall
PROJECT DESCR:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

POSSIBLE RISKS FOR THIS PROJECT

Task	Hazard	Risk	Consequence	Rating	Controls
Transportation of material to site	<ul style="list-style-type: none"> ✓ Unsafe road conditions ✓ Un-road worthy vehicles ✓ Equipment and material not safely secured ✓ Incompetent drivers ✓ Driving under the influence of alcohol ✓ Inclement weather ✓ Speeding 	<ul style="list-style-type: none"> ✓ Accident 	<ul style="list-style-type: none"> ✓ Personal injuries ✓ Property damage 	M	<ul style="list-style-type: none"> ✓ Adherence to the speed limit ✓ Only competent/ authorised drivers should operate the vehicle ✓ Inspection of vehicles ✓ Equipment and material to be properly secured ✓ Alcohol testing to be done
Offloading of material and loading	<ul style="list-style-type: none"> ✓ Faulty machinery ✓ Poor ergonomics ✓ Equipments (suspended load) falling on employees ✓ Unsafe slings and guide ropes ✓ uneven surface 	<ul style="list-style-type: none"> ✓ Hands can be caught in between materials ✓ Obstructed walkways by materials ✓ Unsafe stacking of materials 	<ul style="list-style-type: none"> ✓ Injuries ✓ Back sprain 	L	<ul style="list-style-type: none"> ✓ The correct PPE must be worn ✓ Designate the stacking areas and put signs ✓ Stacking and storage inspector must be appointed and in charge
Site establishment:	<ul style="list-style-type: none"> ✓ Material handling 	<ul style="list-style-type: none"> ✓ Falling material and equipments 	<ul style="list-style-type: none"> ✓ Personal injury ✓ Personal injuries 	L	<ul style="list-style-type: none"> ✓ Handling material with care

Task	Hazard	Risk	Consequence	Rating	Controls
	✓ Use of hand tools to erect the structure/ container	✓ Unsafe use of hand tools			✓ Do not handle more material than you are capable of carrying ✓ Compile safe use of hand tool procedure ✓ Train employees on the correct use of hand tools ✓ Appoint a hand tool inspector ✓ Inspect all hand tools before use ✓ Report damaged hand tools ✓ Remove damaged hand tools from the site to prevent unauthorised use ✓ Wear hand gloves
Entry and exit	✓ Unsafe camping site	✓ Inadequate security / no security	✓ Injuries, theft / criminal activities	M	✓ Appoint PSIRA accredited security guard
Repair of taps	✓ The use of hand tools ✓ Flooding	✓ Defective hand tools ✓ Wrong tool for the task ✓ Slippery ground ✓ Water pressure ✓ Ergonomics	✓ Hand injuries ✓ Pinch injuries ✓ Slip and fall injuries ✓ Injuries ✓ Back injuries	M	✓ Appoint hand tool inspector ✓ Inspect hand tools ✓ Report defective tools ✓ Remove defective tools from site ✓ Use the correct tool for the task ✓ Follow the correct lock out procedure for water system and ties in ✓ Appoint competent plumber ✓ Wear protective gloves
Repair of in the toilets	✓ Use of hand of hand tools ✓ Falling tools	✓ Basin falling ✓ Use of defective or wrong tool for the task	✓ Foot injury ✓ Damage to property ✓ Hand injuries ✓ Pinch point injuries	L	✓ Wear steel toe safety shoes ✓ Request for assistance if and when the geyser is heavy ✓ Report defective tools ✓ Do not use defective tools ✓ Inspect all tools ✓ Appoint hand tool inspector

Task	Hazard	Risk	Consequence	Rating	Controls
Plumbing	✓ Hand tools	✓ Incorrect tools	✓ Hand injuries	L	<ul style="list-style-type: none"> ✓ Hand tool procedure to be developed ✓ All tools to be inspected prior to use
	✓ Working at heights	✓ Falling	✓ Head injuries	M	<ul style="list-style-type: none"> ✓ Ladder to be inspected before use. ✓ Develop an SOP for working at heights
Painting	✓ Working at heights	✓ Falling	✓ Injuries	M	<ul style="list-style-type: none"> ✓ Develop a safe working procedure for working at heights
	✓ Short ladder	✓ Over-reaching	✓ Back injuries	L	<ul style="list-style-type: none"> ✓ Ensure that the correct ladder is used
	✓ Spillage	✓ Slips, trips, and falls	✓ Injuries	M	<ul style="list-style-type: none"> ✓ Use drip trays to contain all spills
	✓ Fumes	✓ Inhalation	✓ Respiratory problems	M	<ul style="list-style-type: none"> ✓ Provide employee with respiratory masks ✓ Provide MSDS ✓ Ensure sufficient amount of oxygen in the room
	✓ Paint fumes	✓ Lack of oxygen	✓ Suffocation	M	<ul style="list-style-type: none"> ✓ Ensure that doors and windows are opened to allow oxygen to enter and harmful gases and fumes to exit
	✓ Ignition source /sparks	✓ Fire	<ul style="list-style-type: none"> ✓ Burns ✓ Property damage 	M	<ul style="list-style-type: none"> ✓ All sources of ignition to be removed ✓ No smoking allowed inside the room ✓ Other hazardous chemicals to be removed from the room
	✓ Paint	<ul style="list-style-type: none"> ✓ Skin contact ✓ Ingestion 	<ul style="list-style-type: none"> ✓ Dermatitis ✓ Illnesses 	M	<ul style="list-style-type: none"> ✓ Provide employees with overalls and gloves ✓ Provide employees with MSDS
	✓ Ladders	<ul style="list-style-type: none"> ✓ Wrong ladder ✓ Slippery surface ✓ Damaged ladder 	✓ Injuries	M	<ul style="list-style-type: none"> ✓ Ensure that the correct length ladder is used

Task	Hazard	Risk	Consequence	Rating	Controls
					<ul style="list-style-type: none"> ✓ Inspect the area prior to placing the ladder and clean regularly ✓ Inspect all ladders prior to use
	✓ Paint tins	✓ Improper disposal	✓ Soil contamination	L	<ul style="list-style-type: none"> ✓ Ensure that paint tins are disposed of with other hazardous wastes
Tiling / Flooring	✓ Cutting	<ul style="list-style-type: none"> ✓ Damaged tool ✓ Lack of skill 	✓ Injuries	M	<ul style="list-style-type: none"> ✓ All tools must be inspected prior to use ✓ Only trained employees may operate power tools
	✓ Dust from cutting	✓ Inhalation	✓ Respiratory problems	L	<ul style="list-style-type: none"> ✓ Provide employees with dust masks
	✓ Cement	<ul style="list-style-type: none"> ✓ Skin contact ✓ Inhalation 	<ul style="list-style-type: none"> ✓ Dermatitis ✓ Respiratory problems 	M	<ul style="list-style-type: none"> ✓ Provide employees with gloves and overalls ✓ Provide employees with dust masks
	✓ Poor stacking and storage	✓ Slips, trips, and falls	✓ Injuries	L	<ul style="list-style-type: none"> ✓ Tiles should be properly stacked in a designated place ✓ Tiles and any materials should be moved away from pathways
	✓ Dusty tiled floor	✓ Slipping	✓ Injuries	L	<ul style="list-style-type: none"> ✓ Movement should be restricted during tiling ✓ Floor to be mopped immediately after completion
Door installation	<ul style="list-style-type: none"> ✓ Manual lifting ✓ Heavy door 	✓ Falling	✓ Injuries	L	<ul style="list-style-type: none"> ✓ Ensure proper lifting techniques are used; ✓ Provide employees with safety shoes
	✓ Wood particles	✓ Exposed hands	✓ Hand injuries	L	<ul style="list-style-type: none"> ✓ Provide employees with gloves
	✓ Gap between door and frame	✓ Hands getting pinched	✓ Hand injuries	L	<ul style="list-style-type: none"> ✓ Employees to be vigilant will putting back the door

Task	Hazard	Risk	Consequence	Rating	Controls
	<ul style="list-style-type: none"> ✓ Drilling ✓ Drill usage ✓ Vibration 	<ul style="list-style-type: none"> ✓ Eye penetration ✓ Noise ✓ Over-exposure 	<ul style="list-style-type: none"> ✓ Injuries ✓ Damaged hearing ✓ Raynaud's syndrome 	M	<ul style="list-style-type: none"> ✓ Works foreman to issue appropriate PPE for the task (Safety goggles and gloves) ✓ Ensure that there are rest periods every 30 minutes.
	<ul style="list-style-type: none"> ✓ Flying debris 	<ul style="list-style-type: none"> ✓ Eye penetration 	<ul style="list-style-type: none"> ✓ Eye injuries/ blindness 	L	<ul style="list-style-type: none"> ✓ Safety goggles shall be worn by employees when cutting steel
	<ul style="list-style-type: none"> ✓ High Noise Levels 	<ul style="list-style-type: none"> ✓ Expose to high noise level area 	<ul style="list-style-type: none"> ✓ Damaged hearing 	M	<ul style="list-style-type: none"> ✓ Use hearing protection when exposed to excessive noise levels (> 85 dB ; 8-hour period) ✓ Rotate the employees exposed to excessive noise levels.
Electrical Installations Installing cables	<ul style="list-style-type: none"> ✓ Work on electrical equipment with high-V or other stored energy (cables, trays, electrical outlets, breakers) 	<ul style="list-style-type: none"> ✓ Electric shock ; ✓ Arc flash; ✓ Flying objects; ✓ High-temperatures 	<ul style="list-style-type: none"> ✓ Serious injuries ✓ Fires 	H	<ul style="list-style-type: none"> ✓ Implement lockout system ✓ Use equipment only according to manufacturer's requirements: ✓ Avoid energized electrical work when possible; ✓ Use sufficient lighting during work ; ✓ Use safety screen/ gloves /mats/goggles and/or glasses accordingly ✓ Good housekeeping;
	<ul style="list-style-type: none"> ✓ Working at wet areas 	<ul style="list-style-type: none"> ✓ Electric shock 	<ul style="list-style-type: none"> ✓ Serious injuries / fatalities 	H	<ul style="list-style-type: none"> ✓ Avoid doing electrical work at wet areas ✓ Ensure that cables are protected from wet surfaces
	<ul style="list-style-type: none"> ✓ Live electric cables 	<ul style="list-style-type: none"> ✓ Electric Shock 	<ul style="list-style-type: none"> ✓ Serious injuries 	H	<ul style="list-style-type: none"> ✓ Ensure that electricity supply is switched off during installation ✓ Implement lockout procedures
	<ul style="list-style-type: none"> ✓ Inadequate wiring 	<ul style="list-style-type: none"> ✓ Electric fault ✓ Fire 	<ul style="list-style-type: none"> ✓ Serious injuries 	H	<ul style="list-style-type: none"> ✓ Only competent persons to do the electrical work

Task	Hazard	Risk	Consequence	Rating	Controls
Cutting wires			✓ Property damages		
	✓ Use of faulty cables	✓ Fire ignition	✓ Burns/ damages	M	✓ Visual inspection of cable before use
	✓ Cutting	✓ Eye penetration	✓ Eye injuries/ blindness	M	✓ Safety goggles shall be worn by employees when cutting steel
	✓ Unit activation	✓ Struck by equipment	✓ Injuries	M	✓ Lock out/ Tag out
	✓ Live Yard	✓ Electrocution Injury ✓ Working unauthorized ✓ Miscommunication between employees	✓ Injury or death	H	✓ Obtain a permit ✓ Follow cardinal rules ✓ Strict supervision ✓ Fire extinguisher must always be on site ✓ Obtain a permit and follow all procedures listed ✓ Strict supervision ✓ Competent technician operation ✓ Issue test certificate for every testing and inspection done
	✓ Electrical connection ✓ Extension cords	✓ Explosion ✓ Faulty cord failure ✓ Fire	✓ Injuries ✓ Damage to property	M	✓ Emergency stop button must always be serviceable ✓ Fire extinguishers must always be kept on site
	✓ Electrical equipment ✓ Portable electrical appliances	✓ Use of faulty electrical equipment; ✓ Faulty equipment could also start a fire.	✓ All workers could suffer potentially fatal shocks or burns. ✓ Electric shock/ burns ✓ injuries	M	✓ All tools to be checked and tagged before bringing onto site; ✓ Portable electrical appliances examined and where necessary, tested by a competent person within the recommended time limit; ✓ Defective appliances and leads are removed from use and kept secured

Task	Hazard	Risk	Consequence	Rating	Controls
					until they can be repaired or removed from the site; ✓ Electric tools and installations to be in good condition; ✓ Inspect electric tools before use; ✓ Do not use electric tools in wet / damp conditions; ✓ Use personal protective equipment such as insulated gloves.
Testing & Commission	✓ Inspection ✓ Testing	✓ Electrocution Injury Contact with electricity ✓ Miss-communication between employees ✓ Lack of competence	✓ Injuries ✓ Damage to equipment	H	✓ Authorized person with C.O.C must do all the installation ✓ Emergency stop button must always be serviceable ✓ Observe proper lifting techniques ✓ Ensure communication between employees ✓ Technical Skills ✓ Maintenance plan ✓ Fire extinguisher must always be on site ✓ Obtain a permit and follow all procedures listed ✓ Strict supervision ✓ Competent technician operation ✓ Issue test certificate for every testing and inspection done
Cutting of wood	✓ Dust from cutting	✓ Inhalation	✓ Respiratory problems	L	✓ Provide employees with dust masks ✓ Provide proper ventilation
	✓ Cutting machine	✓ Incompetent user	✓ Injuries ✓ Property damages	M	✓ Only competent people may operate cutting machinery

Task	Hazard	Risk	Consequence	Rating	Controls
	✓ Noise from machine	✓ Overexposure	✓ Noise induced hearing loss	M	✓ Use hearing protection when exposed to excessive noise levels (> 85 dB ; 8-hour period) ✓ Rotate the employees exposed
	✓ Flying off cuts	✓ Eye penetration	✓ Eye injuries	L	✓ Provide employees with goggles ✓ Ensure that only trained employees are cutting
Plastering the walls	✓ Cement	✓ Inhalation ✓ Accidental ingestion ✓ Chemical skin contact	✓ Respiratory illness ✓ Vomiting, nausea, stomach upsets ✓ Skin irritation	L	✓ Provide employees with dust masks ✓ Provide MSDS ✓ Ensure every employee is familiar with the contents of the MSDS
Working at heights	✓ Use of a step ladder, scaffold. ✓ Lack of the correct PPE and suitable or PPE not worn correctly, accessing facilities, coupled to unplanned work methods.	✓ Falling from height ✓ Equipments falling from heights	✓ Injuries	H	✓ Wear task specific PPE - lifelines, hard hats, safety shoes, overalls, harnesses. ✓ Adhere to correct safe work procedure. ✓ Provide proper training for employees working at heights ✓ Only employees that are fit to work at heights are permitted to conduct this task. ✓ Compile a fall protection plan and adhere to its requirements. ✓ Place tools in the tool bag that can be fastened to the waist. ✓ Appoint ladder inspector and Fall Protection Planner

Task	Hazard	Risk	Consequence	Rating	Controls
Access to roof	<ul style="list-style-type: none"> ✓ Unauthorised persons ✓ Unbarricaded working site ✓ Unstable roof 	<ul style="list-style-type: none"> ✓ Falling from height 	<ul style="list-style-type: none"> ✓ Injuries 	M	<ul style="list-style-type: none"> ✓ Place construction signs ✓ Barricade the area ✓ Supervisor should always be at work
Housekeeping	<ul style="list-style-type: none"> ✓ Poor housekeeping 	<ul style="list-style-type: none"> ✓ Trip and fall 	<ul style="list-style-type: none"> ✓ Trip and fall injuries 	L	<ul style="list-style-type: none"> ✓ Remove all equipments/ tools that will not be needed for the tasks ✓ Clean all the areas after each task
Servicing of fire extinguishers	<ul style="list-style-type: none"> ✓ Full fire extinguisher 	<ul style="list-style-type: none"> ✓ Loss of control ✓ Falling onto employees' feet 	<ul style="list-style-type: none"> ✓ Injuries 	L	<ul style="list-style-type: none"> ✓ Provide employees with safety boots ✓ Training in the correct removal of fire extinguishers from the brackets
	<ul style="list-style-type: none"> ✓ Accidental release of contents 	<ul style="list-style-type: none"> ✓ Inhalation 	<ul style="list-style-type: none"> ✓ Respiratory problems 	M	<ul style="list-style-type: none"> ✓ Check pressure gauge before removing ✓ Ensure that the safety pin is still in place
	<ul style="list-style-type: none"> ✓ Damaged fire extinguisher 	<ul style="list-style-type: none"> ✓ Contact with exposed skin 	<ul style="list-style-type: none"> ✓ Injuries 	L	<ul style="list-style-type: none"> ✓ Inspect fire extinguishers prior to removing them
	<ul style="list-style-type: none"> ✓ Condition of the extinguisher 	<ul style="list-style-type: none"> ✓ Unable to stop fires 	<ul style="list-style-type: none"> ✓ Fatalities ✓ Property damages 	H	<ul style="list-style-type: none"> ✓ Check the discharge hoses for condition and fitness for use and ensure that the nozzles and hoses if fitted are unobstructed and not cracked, worn, or damage. ✓ Renew if necessary. ✓ Ensure there is no residual powder in the discharge hose to avoid contamination.
Servicing of fire-fighting equipment	<ul style="list-style-type: none"> ✓ Pressure release 	<ul style="list-style-type: none"> ✓ Uncontrollable movement 	<ul style="list-style-type: none"> ✓ Injuries ✓ Property damages 	M	<ul style="list-style-type: none"> ✓ Unscrew the head and valve assembly slowly for two or three turns only, to allow the pressure to

Task	Hazard	Risk	Consequence	Rating	Controls
					escape via the venting arrangement. Do not unscrew further until all pressure is released.
	✓ Unstable fire extinguisher	✓ Toppling over ✓ Spillage of refill gas / liquid	✓ Injuries ✓ Damages to container ✓ Trips and falls	L	✓ Use a clamping unit when servicing the fire extinguisher.
	✓ Chemicals	✓ Release into the atmosphere	✓ Respiratory problems	M	✓ Ensure that the refilling is done under contained settings. ✓ Ensure that the refilling is done by a competent person
	✓ Mixing chemicals	✓ Caking of the powder ✓ Increased pressure ✓ Unable to stop fires	✓ Serious injuries ✓ Property damagers	H	✓ Ensure that chemicals are not mixed when refilling the containers.
Pest control	✓ Contact with chemicals	✓ Splashes ✓ Skin contact ✓ Inhalation of the chemical ✓ Accidental ingestion	✓ Eye irritation ✓ Skin irritation ✓ Tight chest ✓ Nose & throat irritation ✓ Ill health	L	✓ Provide employees with proper PPE ✓ Train employees on the chemicals and provide MSDS. ✓ Seek medical help where employees display symptoms of tight chest.
Servicing and maintenance of HVAC system	✓ Electricity	✓ Contact with live electricity ✓ Damaged appliances, cables, plugs ✓ Incompetence ✓ Wrong connections	✓ Injuries ✓ Electrocution ✓ Properties damage	H	✓ Ensure that electricity is switched off. ✓ Implement lockout procedure ✓ All portable electrical equipment should be tested for electrical safety at correct interval ✓ Electrical cables and plugs should be regularly visually inspected
	✓ Access	✓ Falls	✓ Injuries ✓ Fatalities	H	✓ Provide safe access by means of ladders or scaffolding

Task	Hazard	Risk	Consequence	Rating	Controls
	✓ Refrigerants	✓ Contact with exposed skin	✓ Skin burns ✓ Skin irritation	L	✓ Provide employees with hand and eye protection
	✓ Working inside the confined space	✓ No air circulation ✓ Exposure to heat ✓ Ergonomic factor	✓ Ill health ✓ Body pains ✓ Breathing difficulties ✓ Collapse /Fatality	H	✓ Develop a rescue procedure ✓ Full supervision ✓ Develop a method statement ✓ Competent person appointed ✓ Ensure that employees are trained in confined spaces entry. ✓ Ensure that there is sufficient ventilation ✓ Ensure that employees are medically fit to enter the confined space.
	✓ Working at height	✓ Falling from ✓ Tools falling	✓ Injuries/ Death	M	✓ Use a proper ladder or scaffold
	✓ Manual handling	✓ Lifting of heavy Objects ✓ Incorrect lifting	✓ Back pains ✓ Muscle strains	M	✓ Follow proper lifting techniques ✓ All employees must be trained in the correct and safe manual handling techniques ✓ Weights must be kept in a levels reasonable practicable
	✓ Employees working alone	✓ No supervision	✓ Injuries	M	✓ Practice buddy system ✓ No employee should work on the roof alone
	✓ Dust	✓ Inhalation	✓ Respiratory problems	L	✓ Provide employees with dust masks
	✓ Loose equipment	✓ Equipment falling from heights	✓ Injuries	L	✓ Use tool bags ✓ Encourage employees not to throw tools ✓ Use of anchoring lanyards ✓ Use netting system below each level
Moving of furniture around	✓ Lifting of heavy material	✓ Incorrect lifting	✓ Back pains ✓ Muscle strains	L	✓ Follow proper lifting techniques

Task	Hazard	Risk	Consequence	Rating	Controls
					<ul style="list-style-type: none"> ✓ All employees must be trained in the correct and safe manual handling techniques ✓ Weights must be kept in a levels reasonable practicable
Lubrication of parts	✓ Hydraulic oils	✓ Contact with skin	<ul style="list-style-type: none"> ✓ Skin burns ✓ Dermatitis 	L	<ul style="list-style-type: none"> ✓ Provide employees with proper gloves ✓ Provide MSDS
		✓ Accidental ingestion	✓ Ill health	L	<ul style="list-style-type: none"> ✓ Provide MSDS ✓ Provide proper handwashing facilities
	✓ Oil spillages	✓ Trip and falls	✓ Injuries	L	<ul style="list-style-type: none"> ✓ Provide drip trays ✓ Clean up all spills immediately
Welding	✓ Fumes	✓ Inhalation	✓ Respiratory problems	M	✓ Wear respiratory protection
	✓ Sparks	✓ Contact with skin	✓ Skin burns	L	✓ Personal Protective Equipment to include face, eye and skin protection
	✓ Sparks	✓ Fire	<ul style="list-style-type: none"> ✓ Damage to property ✓ Fatalities 	H	<ul style="list-style-type: none"> ✓ Provide fire extinguisher ✓ Provide screens ✓ Remove all sources of combustion and hazardous chemicals from welding area
	✓ Welding arc	✓ Starring welding arc	✓ Eye irritation	L	✓ Safety goggles to be worn
Cutting and drilling	<ul style="list-style-type: none"> ✓ Drilling ✓ Drill bit ✓ Drill sharp metal fibres ✓ High Noise Levels 	<ul style="list-style-type: none"> ✓ Vibration ✓ Cutting edges ✓ Eye penetration ✓ Finger cuts ✓ Expose to high noise level area 	<ul style="list-style-type: none"> ✓ Damaged hearing ✓ Carpal tunnel syndrome ✓ Cuts/ injuries 	M	✓ Use hearing protection when exposed to excessive noise levels (greater than 85 dB over an 8-hour work period)

Task	Hazard	Risk	Consequence	Rating	Controls
	<ul style="list-style-type: none"> ✓ Cutting Grinder/Disc 	<ul style="list-style-type: none"> ✓ Uncontrolled disc ✓ Electrical equipment failure ✓ Sharp window edges 	<ul style="list-style-type: none"> ✓ Eye irritation / blindness ✓ Injuries ✓ Eye injuries 		<ul style="list-style-type: none"> ✓ Assess noise level with sound level meter if possibility exists that level may exceed 85dB. ✓ Rotate drilling tasks to minimize worker exposure to equipment vibration. ✓ Use right size of a drill to drill different layers of the ground ✓ Assess manual guide carefully to ensure correct usage of portable electrical devices.

RISK ASSESSMENT MATRIX

Likelihood	Consequences				
	Insignificant (minor problem easily handled by normal day to day processes)	Minor (Some disruption possible e.g. Damage equal to R150k)	Moderate (significant time / resources required. E.g., damage equal to R500k)	Major (Operations severely damaged. E.g., damages equal to R1m)	Catastrophic (business survival is at risk. Damage equal to R5m – 10m)
Almost certain (90% chance)	High	High	Extreme	Extreme	Extreme
Likely (between 50-90%)	Moderate	High	High	Extreme	Extreme
Moderate (between 10-50%)	Low	Moderate	High	Extreme	Extreme
Unlikely (between 3-10%)	Low	Low	Moderate	High	Extreme
Rare (<3%)	Low	Low	Moderate	High	High

JOHANNESBURG WATER (SOC) LTD

MEDICAL SCREENING POLICY

**JW CHR 001/23: APPOINTMENT OF A SERVICE PROVIDER TO
PROVIDE FACILITIES MANAGEMENT SERVICES FOR
JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM
DATE OF TENDER AWARD TO 31 MARCH 2025**

NOTICE

It is the Contractor's responsibility to ensure that medical surveillance requirements specified in the Occupational Health and Safety Act (85/1993) and Regulations and any other applicable legal and Johannesburg Water's requirements are fully complied with.

This document is meant to facilitate the Contractor's compliance to applicable requirements and does not replace the applicable legal requirements.

This document may be revised at any time to include applicable legal requirements not currently included that may come to the attention of Johannesburg Water in future. The Contractor will accordingly be responsible to comply with the revised requirements as might be necessary.

Where methods to ensure legal compliance have been specified in this document, Contractors may submit alternative detailed method statements for consideration and approval by Johannesburg Water. Johannesburg Water may, at its sole discretion, reject or accept such alternative methods.

1 PURPOSE OF THE MEDICAL SURVEILLANCE REQUIREMENTS PROCEDURE

The purpose of this Medical Surveillance Requirements Procedure is to facilitate the achievement of legal compliance relating to medical surveillance by all Consultants, Contractors, Subcontractors and suppliers that will be working on the Johannesburg Water project and to ensure that employees are fit to work in the roles that they have been employed to execute and remain so for their duration on the project site.

This document represents the minimum requirements for medical surveillance and does not replace applicable legal requirements.

2 MEDICAL SURVEILLANCE OBJECTIVES

The Johannesburg Water main objectives for medical surveillance are:

- a) To ensure compliance with all applicable medical surveillance legal requirements.
- b) To ensure compliance with all Johannesburg Water's requirements regarding medical surveillance.
- c) To ensure that employees are fit to execute the work for which they have been employed.
- d) To prevent employees from acquiring occupational diseases or illnesses.
- e) To ensure early detection and treatment of occupational diseases and to prevent the aggravation of existing medical conditions.
- f) To ensure that employees on departure from the project have not contracted any occupational diseases and to enable any such condition that arises to be suitably addressed.

All contractors are required to demonstrate total commitment towards the achievement of these objectives.

3 GENERAL REQUIREMENTS

- 3.1 The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- 3.2 An initial health evaluation shall be carried out by an occupational health practitioner immediately after a person commences employment, where any exposure exists or may exist, which comprises:
- an evaluation of the employees medical and occupational history;
 - a physical examination; and
 - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- 3.3 Medical surveillance & Immunization shall be done accredited institutions or occupational health doctor, including, but not limited to:
- a) Audiograms.
 - b) A cardio-respiratory examination, including full size chest x-rays (*If lung function tests are abnormal*)**
 - c) Lung function tests.
 - d) Eye/ sight tests.
 - e) A general physical examination.
 - f) A review of previous medical history.
 - g) Blood pressure tests
 - h) Glucose tests

Copies of all medical certificates shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent to prior to site establishment and before an employee is allowed to come onto site.

Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.

An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all

exit medical certificates shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent.

Medical surveillance shall address all occupational health risks to which the employee is exposed, identified through the risk assessment referred to in section 4 below.

Retention monies will be withheld if the exit medical is not complete for all employees.

The cost of all medical examinations will be borne by the Contractor as provision is made on the bill of quantities.

4 OCCUPATIONAL HEALTH RISK ASSESSMENT

4.1 The Contractor shall conduct an occupational health risk assessment prior to site establishment.

4.2 The Contractor shall ensure that, as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.

4.3 The methodology used by the contractor to assess occupational health risks associated with their activities shall be submitted to Johannesburg Water for approval by the Johannesburg Water Project Specialist or Appointed OHS Agent prior to site establishment. The methodology should take the following into consideration, among others:

- a) Legal requirements.
- b) Normal activities undertaken by the contractor.
- c) Abnormal situations (e.g. unanticipated breakdown of equipment etc).
- d) Emergency situations (e.g. fires, exposure to chemicals).
- e) Changes in work procedures and methods.
- f) Previous experience.

4.4 A risk register that will include the following shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent before site establishment.

- a) All occupational health risks identified during the occupational health risk assessment.

~~b) A list of the occupational health risks that have been identified as being significant.~~

- c) Reference to the method statements, measures or procedures that will be followed to either eliminate or reduce the significant risks to tolerable levels.

4.5 The Contractor shall, in writing, clearly explain how each occupational health risk assessed to be significant will be addressed to eliminate or reduce it to a tolerable level and submit it for approval by the Johannesburg Water Project Specialist or Appointed OHS Agent before site establishment. This may be through method statements or written operational control procedures. Associated responsibilities and authorities shall be clearly defined. All method statements shall reflect at least:

- a) When the activities relating to the method statement will be conducted (timing).
- b) Materials to be used.
- c) Equipment and staffing requirements.
- d) The proposed construction procedure designed to implement the relevant requirements.
- e) The system to be implemented to ensure compliance with the method statement.
- f) Any other information deemed to be necessary by the Johannesburg Water Project Specialist or Appointed OHS Agent and/or the contractor's responsible person.

4.6 For significant occupational health risks identified after site establishment, method statements shall be submitted to the Johannesburg Water Project Specialist or Appointed OHS Agent at least 10 working days before the start of the associated activity, when possible.

4.7 All changes to approved method statements or procedures shall be approved in writing by the Johannesburg Water Project Specialist or Appointed OHS Agent.

4.8 The contractor's Responsible Person shall retain records of any amendments and shall ensure that only the most current approved version of any method statement or procedure is used.

4.9 Every occupational health risk that is identified during the risk assessment process shall be conveyed to every employee whose work is associated with the risk. This may be done in the form of a toolbox talk but does not replace the toolbox talk entirely. Each employee shall sign to confirm an understanding of the occupational health risks in the tasks.

- 4.10 Occupational health risk assessments may be combined with safety and environmental risk assessments, but the consideration of occupational health issues shall be clearly reflected in the records generated and maintained.
- 4.11 The occupational health risk assessment process and effective implementation of measures to eliminate or reduce identified risks is the responsibility of the Contractor. Johannesburg Water will closely monitor the effectiveness of implemented measures.

Acknowledgement of JW Medical Screening Policy

Name of Contractor

.....

I, the undersigned, hereby acknowledge that I have obtained copies of JW Medical Screening Policy and confirm that I fully understand them and the consequences of non-compliance.

Signed at on this Day of 20.....

Signature of Contractor / Mandatory

Date

.....

.....

Signature of 16.2 / Construction Manager


Date

.....

.....

Witness 1

Witness 2

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
	PROJECT NUMBER:	JW CHR 001/23
	PROJECT LOCATION:	Turbine Hall
	PROJECT DESCR:	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025


VOLUME 2

Occupational Health & Safety Specification

JW CHR 001/23

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE FACILITIES MANAGEMENT SERVICES FOR JOHANNESBURG WATER HEAD OFFICE TURBINE HALL FROM DATE OF TENDER AWARD TO 31 MARCH 2025

Prepared by: OHS Department PO Box 61542 Marshalltown 2107 Tel: +27 11 688 1476	PRINCIPAL CONTRACTOR:	
	CEO (16.1 APPOINTEE):	
	TELEPHONE NUMBER:	
	FAX NUMBER	
	E-MAIL ADDRESS:	
	SIGNATURE:	

 Johannesburg Water	OCCUPATIONAL HEALTH & SAFETY (OHS) SPECIFICATION	
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General Notification


This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's (Johannesburg Water SOC Ltd.) Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Johannesburg Water SOC Ltd, irrespective whether the contract work constitutes construction work or not.

The Contract Specification is contained in Volume 1 of the contract documents in Part 3: Scope of Work.


Acknowledgements

This Occupational Health, Safety & Environmental (SHE) Specification was developed by the internal OHS Department for the sole use by Johannesburg Water SOC Ltd. The issue date of this SHE Specification is September 2016.

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ABBREVIATIONS


Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GMR	General Machinery Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
JW	Johannesburg Water (SOC) Ltd
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PER	Pressure Equipment Regulations

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SANS	South African National Standards
SABS	South African Bureau Standard
SHE	Safety, Health & Environment
SOC	State Owned Company

DEFINITIONS

Word / Phrase	Definition
“WCL 1”, “WCL 2” and “WCL 22”	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act 67 of 2000).
Construction work	Any work in connection with: <ul style="list-style-type: none"> a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor (inclusive of Principal Contractor)	Any organization, person, entity performing activities for or on behalf of Johannesburg Water SOC Ltd.
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1 (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956)
Hazard	Means a source of or exposure to danger.
Hazard identification	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.
Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy
Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.

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Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.
Workplace	Any physical location in which work related activities are performed under the control of the organization.

1. Introduction

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Johannesburg Water SOC Ltd is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring Johannesburg Water SOC) Ltd. to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers / Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Johannesburg Water SOC Ltd. achieves and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

This document forms an integral part of the Contract Specification and, in particular, shall be the OCCUPATIONAL HEALTH AND SAFETY (OHS) SPECIFICATION FOR THE INTENDED WORK. The Contract Specification is contained in Volume 1 of the contract documents. The principal and other contractors shall ensure that this specification is included with any contract/s that they may have with other contractors and/or suppliers that are engaged for the provision of labour, goods or services for this project. The Principal Contractor and its Contractors shall furthermore implement any reasonable practicable means to ensure compliance to this Occupational Health, Safety and Environmental (SHE) Specification and any other applicable legislation on their organization and/or activities performed by or for them. This SHE Specification will be read in conjunction, where issued and applicable, with the Environmental Specification issued for listed activities requiring environmental authorization by a relevant authority.


Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Johannesburg Water SOC Ltd (SOC) Ltd..

1.1 Johannesburg Water SOC Ltd's commitment to Occupational Health, Safety & Environmental (SHE) Management

Johannesburg Water SOC Ltd is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;

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- Ensuring visible leadership at all sites;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

1.2 Scope of Occupational Health, Safety and Environmental (SHE) Specification

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

In particular, Johannesburg Water SOC Ltd will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

1.3 Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to Johannesburg Water SOC Ltd on compliance to the applicable legal requirements related to the activity / task / process.

1.4 Change management

Whenever Johannesburg Water SOC Ltd identifies the need to change or review the SHE Specification, approved changes and revisions will be communicated to the Principal Contractor. A cost analysis on the implementation of the proposed changes / revisions will be calculated through a collaborative processes between Johannesburg Water SOC Ltd and the Principal Contractor – where the approved changes and/or revisions has no cost implication for the Principal Contractor the Principal Contractor will be required to accept the approved changes / revisions and ensure implementation within the SHE Plan / File framework.

2 Overview of contractor management process

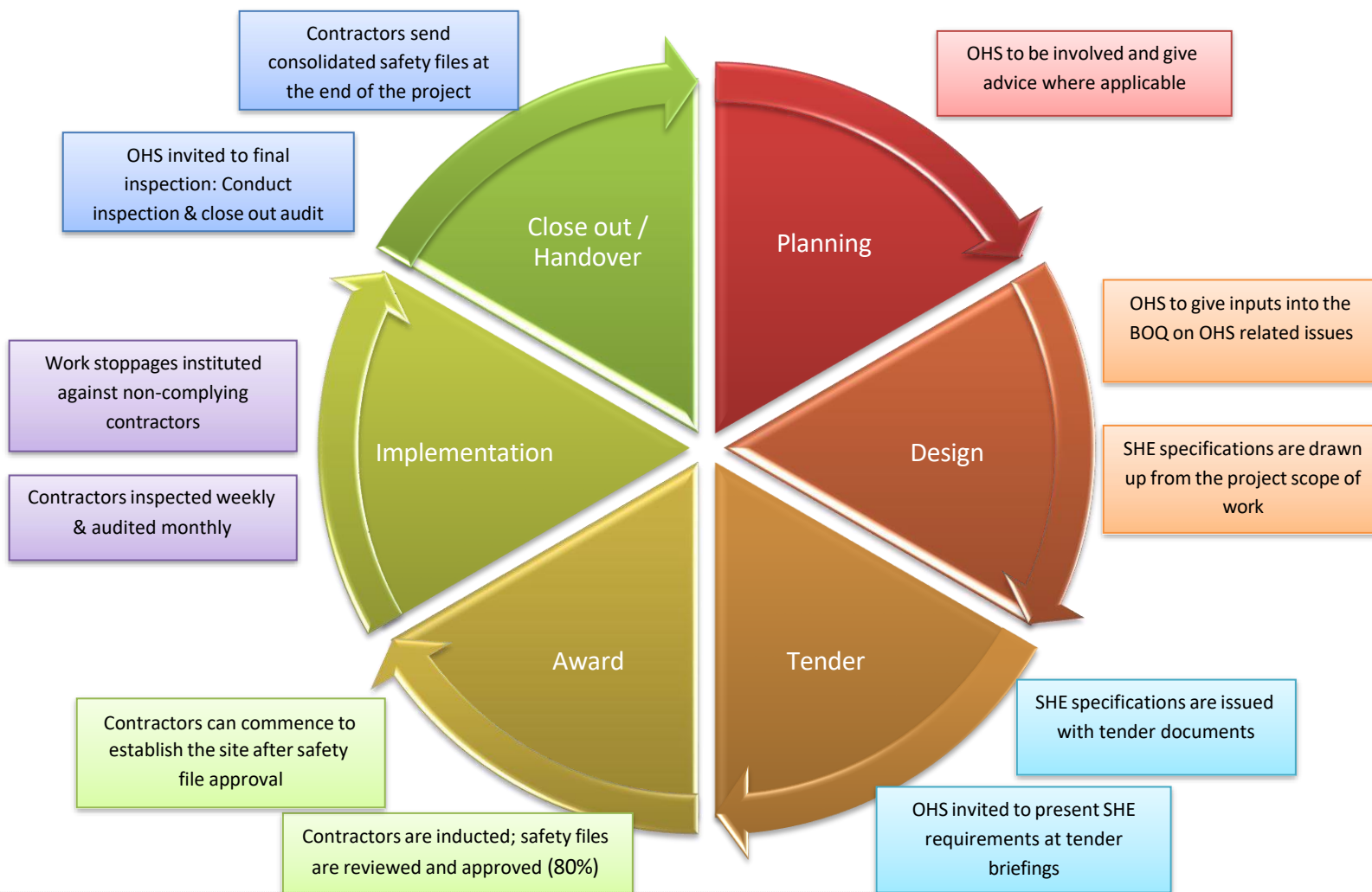
The contractor management process consists of the following phases:


- Tender briefing and tender documentation;
- Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
- Appointed contractor to attend SHE system induction;
- Preparation of SHE File by Principal Contractor;
- Evaluation of SHE File;
- Principal Contractor engagement phase;
- Project close-out and submission of consolidated Health & Safety File.



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2. SHE DOCUMENTATION

2.1 Safety file

The Principal Contractor will prepare a SHE File containing the processes / procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.


At a minimum the SHE File will contain the following documentation:

- Notification of construction work to the relevant Department of Labour (stamped on each page / no faxed copies);
- Scope of work to be performed;
- Personnel list (Principal Contractor employees);
- OH&S / SHE Policy and other Policies;
- Updated copy of the Occupational Health and Safety Act (Act no. 85 of 1993) and its Regulations; COIDA Act.
- Proof of valid registration and good standing with the Compensation Commissioner or another licensed Insurer;
- SHE Plan agreed with Johannesburg Water SOC Ltd.
- Approved risk assessments, review and monitoring plans and safe work procedures (method statements);
- A list of contractors (sub-contractors) including copies of the agreements between the parties and the type of work being done by each contractor;
- All written designations and appointments for project scope of work (CV and competency copies);
- Management structure (inclusive of OH&S responsibility & meeting structure);
- Induction training and site SHE rules;
- Occupational health and safety training matrix / plan;
- Arrangements with contractors and/or mandatory;
- Description of security measures;
- The following registers (as applicable to contract scope of work):
 - Accident and/or incident notifications, investigation & control register;
 - Occupational health and safety representatives inspection register;
 - Template for entry into confined space;
 - Toolbox talks pro-forma;
 - Fall protection inspections template;
 - First-aid box content template;
 - Record of first-aid treatment template;
 - Fire equipment inspection and maintenance template;
 - Ladder inspection template;
 - Machine safety inspections template (including machine guards, lock-outs etcetera);
 - Inspection templates for lifting machines and –tackle (including daily inspections by drivers/operators);
 - Inspection templates of scaffolding;
 - Inspections templates of structures;
 - Templates of issuing of Personal Protective Equipment;
 - Monthly reporting and recording of statistics templates;
 - Keeping of any other record in terms of applicable legislation falling within the scope of SHE Legislation applicable to the project and the Principal Contractor / Contractor's activities and organization.
- Emergency preparedness and response programmes;
- Medical examination tests
- Vaccination records

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2.2 Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable
- The duties will include:
 - a) Prepare a site specific SHE file based on client SHE specification and project scope.
 - b) Have an updated Letter of Good standing.
 - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
 - d) Ensure SHE file submitted before work commences to Johannesburg Water for evaluation and approval.
 - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
 - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
 - g) All employees undergo his control undergo company specific induction and Johannesburg water induction.
 - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
 - i) Ensure employees are trained on company procedures, policies, method statements and informed of the Johannesburg Water SHE requirements as per the specification.
 - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
 - k) Sign the 37 (2) Agreement between Johannesburg Water and themselves before any work commences and kept on their SHE file.
 - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
 - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
 - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.
 - o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
 - p) Ensure the safety of employees who are taking legal medication.
 - q) Must hand over a consolidated SHE file at the end of the contract.
 - r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
 - s) Investigate all incidents and report to Johannesburg water and ensure all reportable incidents as per the legislative requirement are complied with.
 - t) Ensure work is supervised by competent personnel and that work is done by competent employees.
 - u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
 - v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
 - w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
 - x) Ensure first aid kit is made available in case of any emergency.
 - y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
 - z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
 - aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
 - bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
 - cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
 - dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and

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ee) Ensure that all his or her employees have a valid medical certificate of fitness.

2.3 37.2 Agreement

- Johannesburg Water will enter into a 37(2) Agreement with all the appointed contractors
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

2.4 SHE Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of Johannesburg Water.

2.5 Legislative framework

All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COID)
- Local by-laws and provincial ordinances

2.6 SHE Policy


A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;

- Organizational Mission and Goal.
- State the overall SHE objectives within the project.
- Show commitment to the prevention of injuries and ill-health.
- Show commitment to the protection of environment and the conservation of natural resources.
- Must be reviewed at predetermined intervals, or when there is change in work process, serious incident occurs.
- The SHE Policy must be in line with OHSAS 18001 and ISO 14001 requirements and guidance documentation.
- Must be authorized by contractor CEO.

2.7 Appointments and competencies

- The contractor and its appointed sub-contractor must make the relevant legislative and non-statutory appointments, which must be maintained valid for the entire contract duration.
- All appointees shall be suitably trained and certified competent for the responsibilities they are assigned for.
- Copies of all relevant appointments and the relevant competence certificates must be kept in the relevant SHE file.

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2.8 Supervision of construction work

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a **single site** on a full time basis.
- JW should be informed in writing of the absence of the above-mentioned on site.

Appointment index

Appointment	Legislative Ref	Competency requirements (Min)
Confined Space Supervisor	GSR 5	Certificate + Proven experience
Construction Manager	CR 8.1	N.Dip Eng + 4yrs exp Full time on site
Construction Health & Safety Officer	CR 8.5 & JW Requirement	N.Dip Safety + 2yrs exp; OR N.Dip Enviro + 3yrs exp; OR NEBOSH / SAMTRAC + 4yrs exp
Construction supervisor	CR 8.7	3 yrs related experience (CV)
Electrical installation supervisor	CR 24	Certificate (Technician)
Emergency, security and fire coordinator	CR 29	Certificate
Fall protection supervisor	CR 10.1	Certificate
First-aiders	GSR 3	Certificate
Fire fighting equipment technician	CR 29	SAQCC certificate + CV
Hazardous chemical substances supervisor	HCS Regs	N/A
Incident investigator	GAR 9.2	Certificate
Ladder inspector	GSR 13A	-
Occupational health and safety representatives	OHS Act 17	Certificate
Risk assessor	CR 9.1	Certificate
Stacking and storage supervisor	CR 28	Certificate
Welding supervisor	GSR 9	Certificate


2.9 Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

2.10 Costing for SHE

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

2.11 Sub-contractors

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- Whenever the Principal Contractor appoints contractors or sub-contractors, it is a requirement that an Occupational Health and Safety Act (Act no. 85 of 1993) Section 37(2) agreement (i.e. Agreement with Mandatory) is entered into between the Principal Contractor and Contractors.
- The Principal Contractor will ensure that all appointed contractors comply with the Johannesburg Water SOC Ltd SHE Specification requirements.
- The Principal Contractor will establish a procedure on sub-contractor management and assurance on compliance to the established procedure will be provided to Johannesburg Water SOC Ltd on a monthly basis.
- Principal Contractors are required to formally notify Johannesburg Water SOC Ltd before appointing subcontractors.
- Johannesburg Water SOC Ltd shall approve all specialist subcontractors to be appointed and/or engaged by the Principal Contractor.

The Principal Contractor shall:

- Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;
- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;
- Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- Include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

2.12 Notification of construction work


- The Principal Contractor shall, before carrying out any work, notify the relevant Department of Labour of the intention to carry out construction work and use the form (*Annexure 2 in the Construction Regulations 2014*) for this purpose.
- Only a certified copy stamped (each page) by the Department of Labour will be acceptable. No faxed or emailed notifications will be accepted.
- No work shall commence before the Principal Contractor has submitted notification of construction work to the relevant Department of Labour.
- Johannesburg Water SOC Ltd will not approve the SHE File if no original stamped / certified copy of the notification of construction work has been done.

2.13 Construction work permit

- Not applicable

3. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.

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- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

4. COMMITMENT TO SHE

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

5. HIRA

Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of Johannesburg Water SOC Ltd includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by Johannesburg Water SOC Ltd as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.

Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.


The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant Johannesburg Water SOC Ltd Project with regard to JW Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to Johannesburg Water SOC Ltd before mobilisation on site commences. These will be included in the SHE plan. The Contractor shall ensure through his risk management process the hierarchy of controls stipulated as follows, are implemented:

- **Eliminate** - The complete elimination of the hazard.
- **Substitute** - Replacing the material or process with a less hazardous one.
- **Redesign** - Redesign the equipment or work process.
- **Separate** - Isolating the hazard by guarding or enclosing it.
- **Administrate** - Providing control such as training, procedures etc.

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- **Personal Protective Equipment (PPE)** - Use of appropriate and properly fitted PPE where other controls are not practical. (PPE as the last resort)

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment;
- Issue based risk assessment;
- Continuous risk assessments.

Baseline risk assessments

The Principal Contractor is required to develop a baseline risk assessment taking the resources, competency levels, nature and scale of their organization into consideration for submission during SHE File evaluation phase. The hazards and risks to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

Issue based risk assessments

The Contractor will be required to carry out separate risk assessments during construction of the project when methods and procedures are varied, for example when:

- Designs are amended;
- New machines are introduced;
- Plant is periodically cleaned and maintained;
- Plant is started-up or shut-down;
- Systems of work change or operations alter;
- Indents or near-misses occur; or
- Technological developments invalidate prior risk assessments.

Continuous risk assessments


The Occupational Health and Safety Act (Act no. 85 of 1993) specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an on-going basis. This is achieved by continuous risk assessments, a form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Maintaining general hazard awareness, and
- Pre-work risk assessments / Daily Safety Task Instructions.

Occupational health and safety risks or environmental impacts that are identified during the risk assessment process shall be communicated before the commencement of the said activity to every employee whose work is associated with the risk. Each employee shall sign to confirm understanding of the safety, health or environmental risks in the tasks.

Review of risk assessments

The Principal Contractor is required to review the hazards identified, the risk assessments and the Safe Work Procedures as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. Revisions to the approved risk assessments and Safe Work Procedures will be presented at each production planning and progress meeting.

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Risk assessments are to be reviewed whenever there is change on the scope of work, process, and accidents or when required by Johannesburg Water SOC Ltd

The Principal Contractor must provide Johannesburg Water SOC Ltd, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments to risk assessments and Safe Work Procedures within 14 days of such changes.

6. SAFE WORK PROCEDURES / METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high risk activities:

- Design change or scope change/addition
- Change in job or task
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)
- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

7. INCIDENT MANAGEMENT

7.1 Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:


- Dies
- Becomes unconscious
- Loses a limb or part of a limb
- Is injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he was usually employed

Or where -

- A major incident occurred
- The health or safety of any person was endangered
- Where a dangerous substance was spilled
- The uncontrolled release of any substance under pressure took place
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- Machinery ran out of control

to Johannesburg Water SOC Ltd within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both Johannesburg Water SOC Ltd and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to Johannesburg Water SOC Ltd will be on the prescribed format.
- The Principal Contractor is required to provide Johannesburg Water SOC Ltd with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.

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- The Principal Contractor is required to provide Johannesburg Water SOC Ltd with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

7.2 Accident and incident investigation


- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.
- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- Johannesburg Water SOC Ltd reserves the right to hold its own investigation into an incident or call for an independent external investigation.

7.3 Close out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to JW Safety Officer conducting the investigation.

8. MEDICAL SCREENING REQUIREMENTS

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before after a person commences employment, where any exposure exists or may exist, which comprises:
 - an evaluation of the employees medical and occupational history;
 - a physical examination; and
 - any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunisation shall be done accredited at / by institutions or occupational health personnel, including, but not limited to:
 - Audiograms.
 - A cardio-respiratory examination / Lung function test;
 - Chest X-rays
 - Eye/ sight tests.
 - A general physical examination;
 - A review of previous medical history.
 - Glucose levels
 - Blood pressure
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.

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- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the Johannesburg Water SOC Ltd Project Specialist or Appointed OHS Agent.

9 EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that Johannesburg Water SOC Ltd may have in place.

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);
- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement / signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

First-aid

The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).


The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.

The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

10 SHE TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment
- Planned job observations (supervisors)

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All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

12.1 General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

12.2 Awareness and promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.


12.3 General competence requirement

The Principal Contractor shall ensure that his personnel and other contractors' personnel are trained and competent to carry out work safely and without risk to health has been completed before work commences. The Principal Contractor shall ensure that follow-up and refresher training is conducted as the work progresses and whenever the scope or nature of the work changes.

A “**competent person**” in relation to construction work, means any person having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training. It is the responsibility of the Contractor to determine whether any appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act.

Records of all training must be kept in the SHE File. The contents of the file will be audited from time to time.

At a minimum, the Principal Contractor will provide training on Safe Work Procedures / Safe Operating Standards to personnel responsible for performing the related task. Records of training on Safe Work Procedures / Safe Operating Standards will be retained. Competence and skill levels by the employees responsible for performing the task on the implementation of the Safe Work Procedures / Safe Operating Standards will be measured through Planned Job Observations.

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12.4 Site-specific induction training

The Principal Contractor will be required to develop a project specific induction-training course based on the baseline risk assessment for the contract work. He will ensure that all his employees and other contractors and their employees have received training on the submitted induction-training programme.

All employees of the principal and other contractors are to be in possession of proof (on person) that they have attended a site-specific occupational health and safety induction-training course.


No contractor shall allow or permit any employee, visitor or any other person to enter the site, unless such employee or person has undergone health, safety and environmental induction training pertaining to the hazards prevalent on the site at the time of entry.

Where the Principal Contractor is required to operate within Johannesburg Water SOC Ltd Depot's the Principal Contractor will ensure that all employees undergo the Johannesburg Water SOC Ltd induction.

11 PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution has to be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
 - Where the employee requests additional issue in excess of what is prescribed;
 - Where the employee has patently abused or neglected the equipment leading to early failure; and
 - Where the employee has lost the equipment.

All employees shall, as a minimum, be required to wear the following personal protective equipment on any of Johannesburg Water SOC Ltd's projects:

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- Protective overalls;
- Protective footwear;
- Protective headwear; and
- Eye, face and ear protection.
- Safety harness
- Gloves
- Dust masks
- NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g. Name of Organization, logo).

12 DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.


13 SITE RULES

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

14 PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between Johannesburg Water SOC Ltd and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

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15 REFUSAL TO WORK

- Section 14 of the OHS Act states that employees shall carry out any lawful orders given to them, suggesting that they have the right to refuse to obey any unlawful order or work instruction.
- In terms of legal and JW requirements, if an employee has reasonable belief that the work to be carried out is likely to endanger themselves or other persons in any way, he/she has the right to refuse to work.
- An employee may also refuse to work in term of Section 29 of NEMA, if the work would result in imminent and serious threat to the environment.
- All contractors shall ensure that their employees are conversant with hazards associated with their work and work environment, and be aware of the precautionary measures to take.
- The contractor must ensure that all refusals to work are investigated promptly and resolved timeously.

16 SECURITY

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:

- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.

17 ACCOMMODATION ON SITE

No employees shall be accommodated on site.


18 WELFARE FACILITIES

- Welfare facilities will be provided by the Client.
- The contractor is required to ensure that the same are maintained in good working order, and maintained in a hygienic manner.

19 COMPLIANCE MONITORING

20.1 Inspections

- Contractors will be inspected at least once per week by the JW OHS Department.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.

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- Johannesburg Water SOC Ltd. reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.
- This may include, amongst other measures, site safety walks. Corrective actions will be identified by Johannesburg Water SOC Ltd. and the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to Johannesburg Water SOC Ltd.) to ensure SHE Performance improvement.

20.2 Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the Johannesburg Water SOC Ltd. SHE Specification.
- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

20.2.1 Monthly compliance rating

A monthly compliance rating will be calculated for each Principal Contractor as per a formula determined by Johannesburg Water SOC Ltd focussing on or incorporating outcomes of assurance (e.g. monthly audit), operational (e.g. behavioural based safety inspection) assessments and other requirements, as necessary. Johannesburg Water SOC Ltd reserves the right to adjust the monthly compliance calculation formula as and when required – each revision of the monthly compliance calculation formula will be communicated to the Principal Contractor before implementation.


Each Principal Contractor is required to maintain a minimum compliance rating of 93% (Ninety Three Percent).

Scoring	Classification	Classification description
93% -100%	Good	Substantial compliance
80% -92%	Average	Compliance status needs to be improved
60% - 79%	Poor	Methods to ensure compliance require substantial improvement - operations with substantial non-compliance risks
<60%	Very poor	Methods to ensure compliance failed completely - troubled operation with severe non-compliance risks

20.3 Work stoppages

Work stoppages will be identified for 2 (two) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

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Overall work stoppages will be issued where non-conformances are identified against the criteria in the following table.

NR	DESCRIPTION OF AUDIT NON-CONFORMANCE / NON-COMPLIANCE
1	NOTIFICATION OF CONSTRUCTION WORK
1.1	Local Department of Labour not notified of construction work before commencement of construction activities
1.2	Notification of construction work not stamped by local Department of Labour (no faxed copies)
1.3	Copy of notification of construction work not available on site
2	PROOF OF REGISTRATION WITH COMPENSATION COMMISSIONER
2.1	Proof of registration with Compensation Commissioner or other insurer not available
2.2	Registration with Compensation Commissioner or other insurer not valid and up-to-date
3	POLICY COMMITMENT & SHE SPECIFICATION
3.1	SHE Plan not compiled, approved by contractor management and available on site
4	SECTION 37(2) AGREEMENT
4.1	Signed section 37(2) Agreement not signed and available on site
5	RISK ASSESSMENTS
5.1	Risk assessments not developed/ not applicable to scope of work issued by Client
6	CONSTRUCTION MANAGER
6.1	No construction manager appointed / available on site
6.2	Appointed construction manager does not meet requirements
6.3	Proof of competency not available on-site
7	SITE SAFETY OFFICER
7.1	No safety officer appointed/ available on site
7.2	Safety officer does not meet requirements
8	SHE FILE
8.1	No file on site


Activity work stoppages will be issued where non-conformance are identified per activity where the health and safety of employees or the public is compromised.

20.4 Non-compliance management process

The following actions will be instituted where non-conformances are identified in terms of compliance to relevant legislative requirements and the Johannesburg Water SOC Ltd SHE Specification.

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CRITERIA	ACTION TO BE INSTITUTED	RESPONSIBLE PARTY
Compliance rating: 93-100%	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 80-92%	Letter of compliance improvement to Principal Contractor	Johannesburg Water SOC Ltd
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: 60-79%	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
Compliance rating: <60%	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Johannesburg Water SOC Ltd
3 x Work stoppages	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Johannesburg Water SOC Ltd
3 x Non-conformance to <93% monthly compliance rating	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Supply Chain Management to be informed of non-compliance standing	Johannesburg Water SOC Ltd
3 x consecutive repeat findings	Non-compliance hearing	Johannesburg Water SOC Ltd
	Letter of commitment for performance improvement	Principal Contractor / Contractor
	Non-conformance closure	Principal Contractor / Contractor
	Escalation to SCMU & CAPEX	Johannesburg Water SOC Ltd

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21 OPERATIONAL REQUIREMENTS

21.1 CONFINED SPACE ENTRY

- Enclosed space work necessitates a Confined Space Permit. This may only be obtained from the authorized person nominated in writing.
- The responsibility for safe procedure, both at the time of entry and during the entire operation of entering and working in confined spaces, rests with the Contractor.
- The Contractor shall be sure that adequate steps have been taken to eliminate or control hazards.
- Before working in an area that contains dust, the area is to be ventilated and hosed down to settle and dampen the dust.
- The Contractor shall provide all necessary equipment to manage confined spaces, including all necessary monitoring and rescue equipment (such as tripods, breathing equipment and the like).
- The Contractor shall ensure all persons working in a confined space or managing entry to a confined space are appropriately trained.
- Compulsory - Continuous monitoring, trained rescue teams, radio communication & adequate ventilation.

Pump sumps & valve chambers

Ventilation


- All available manholes or ventilation covers must be removed and the compartment ventilated for 10 (ten) to 15 (fifteen) minutes, using compressed air or a portable blower.
- Such ventilation must be continued while personnel are in the compartment.
- Ensure that exhaust fumes from blower do not enter the confined space.
- Before entering any sump or compartment, the atmosphere must be tested by the Principal Contractor's competent person (trained by the supplier of the gas monitoring equipment) by lowering the gas monitoring equipment to the bottom of the sump or compartment by means of a rope.
- A register must be kept indicating that the atmosphere has been tested and that the sump or compartment is fit to work in.
- The Principal Contractor's construction supervisor must check and co-sign this register each time he visits a site to ensure that the atmosphere is continuously being monitored.

Entering sump

- When entering a sump the person entering the sump must wear the safety harness, gas detector as well as a self-rescuer.
- A lifeline must be attached to the safety harness and a person on the surface must be in continuous contact with the person in the sump.
- At least one person on the surface must be trained in basic first aid and CPR and a first aid kit with resuscitation equipment must be available outside the entrance of the confined space for emergencies.
- Should the alarm sound when a person is in the confined space, the area must be evacuated immediately and the atmosphere re-tested and certified safe before re-entry into the confined space.
- In no circumstance shall any person remain within a sump for a period of more than one hour at a time.
- A five-minute rest on the surface must be taken after this period before re-entering.
- No naked lights, smoking or unprotected electrical apparatus which may cause sparks, shall be permitted in any sump or in their vicinity.

Safety equipment

- All teams must be issued with gas monitoring equipment and safety harnesses and self-rescuers where applicable.
- All employees must be trained in the use thereof.

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21.2 BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by Johannesburg Water SOC Ltd. Where areas are unsafe, they should be enclosed with barricading. Examples are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a "No Entry" signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.
- Danger tape shall not be utilised to prevent personnel from entering into areas.
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.
- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor's responsibility to remove all redundant barricades directly after use. The Contractor's Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

21.3 SYMBOLIC SIGNGAGE

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- "Radio-Active Material" symbolic signs at radioactive storage areas.
- "Eye Protection" symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- "Ear Protection" symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on "Authorised Person Only" signs on entry. "No person shall enter the workplace or premises without the permission of the employer or user of the machinery".
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire fighting equipment signs.
- Speed limit signs.

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- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
 - “Men working above”, “Men working below”, “Road closed – detour”, “Excavation in progress”, “No walkway” etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:


- Johannesburg Water SOC Ltd project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;
- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

21.4 USE AND STORAGE OF FLAMMABLES

The Principal Contractor to ensure that:

- No person is required or permitted to work in a place where there is the danger of fire or an explosion due to flammable vapours being present unless adequate precautions are taken;
- No flammable material is used or applied e.g. in spray painting, unless in a room or cabinet or other enclosure specially designed and constructed for the purpose unless there is no danger of fire or explosion due to the application of adequate ventilation;
- The workplace is effectively ventilated. Where this cannot be achieved:
 - Employees must wear suitable respiratory equipment
 - No smoking or other source of ignition is allowed in the area
 - The area is conspicuously demarcated as “flammable”
- Flammables stored on a construction site are stored in a well-ventilated, reasonably fire-resistant container, cage or room that is kept locked with access control measures in place. Sufficient fire fighting equipment is installed and fire prevention methods practiced. Proper housekeeping may achieve this;
- Flammables stored in a permanent flammable store are stored so that no fire or explosion is caused.
- Stored in a locked and well-ventilated reasonably fire resistant container, cage or room conspicuously demarcated as “Flammable Store – No Smoking or Naked Lights”
- The flammables store to be constructed of two-hour fire retardant walls and roof and separated from adjoining rooms or workplaces by means of a two-hour fire retardant fire wall
- Adequate and suitable fire fighting equipment installed around the flammables store and marked with the prescribed signs
- All electrical switches and fittings to be of a flameproof design
- Any work done with tools in a flammable store or work areas to be of a non-sparking nature
- No Class A combustibles such as paper, cardboard, wood, plastic, straw and the like to be stored together with flammables
- The flammable store to be designed and constructed such that in the event of spillage of liquids the store is able to contain the full quantity + 10% of the liquids stored
- A sign indicating the capacity of the store to be displayed on the door
- Only one day’s quantity of flammable is to be kept in the workplace;
- Containers (including empty containers) to be kept closed to prevent fumes/vapours from escaping and accumulating in low lying areas;
- Metal containers to be bonded to earth whilst decanting to prevent build-up of static forces; and
- Welding and other flammable gases to be stored segregated according to the type of gas and empty and full cylinders.

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21.5 HAZARDOUS CHEMICAL SUBSTANCES


The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances
 - The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. "Flammable" or "Corrosive" and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS's to be in 16 point format- available on site

21.6 FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
 - Notices prohibiting smoking are displayed and enforced
 - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits
 - Only spark-free hand and power tools are used
 - No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
 - Flameproof switches and fittings are to be used in the flammable atmosphere
 - Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
 - Adequate ventilation is maintained
 - Adequate and suitable fixed and portable fire fighting equipment is provided and maintained in good working order.
- Maintenance must include:
 - Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
 - Annual inspection and service by an accredited service provider

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- All employees are instructed in the use of the fire fighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

21.7 STACKING AND STORAGE


The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The articles that make up a single tier are consistently of the same size, shape and mass;
- Structures for supporting stacks are structurally sound and able to support the mass of the stack;
- No articles are removed from the bottom of the stack first but from the top tier first;
- Anybody climbing onto a stack must do it in a safe manner, taking reasonable safety precautions, and ensuring that the stack is stable and capable of supporting him or her
- Stacks that are in danger of collapsing are broken down and restacked;
- Stability of stacks are not threatened by vehicles or other moving plant and machinery;
- Stacks are built in a header and stretcher fashion and that corners are securely bonded;
- Stacks are stepped back at least half the depth of a single container at least every fifth tier; and
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.
- Laydown area is allocated for Contractor-supplied items.
- At all times, the Contractor shall be responsible for the safe and adequate storage of all materials and equipment on site which he is to install, whether they are supplied by himself or others.
- The safe handling, unloading and loading of material receipts and dispatches at site or storage areas shall be the Contractors' responsibility.

The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.

All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

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21.8 HOUSEKEEPING

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

21.9 PUBLIC HEALTH AND SAFETY


The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between Johannesburg Water SOC Ltd and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.

21.10 HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.

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- All files must be fitted with handles.
- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

21.11 PORTABLE ELECTRICAL EQUIPMENT

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and
- The correct protective equipment must be worn or used whilst operating portable electrical tools and equipment.

This equipment:

- Must be maintained in good condition at all times to prevent an electrical shock to the user;
- The main power source should incorporate an earth leakage protection device or receive power through a double wound transformer or be double insulated and clearly marked as such; and
- All equipment must be fitted with a switch to allow for safe and easy starting and stopping.

The following requirements apply to portable lights:


- Must be fitted with a robust non-hygroscopic non-conducting handle;
- Live metal parts or parts which may become live must be protected against contact;
- The lamp must be protected by a strong guard;
- The cable lead-in must withstand rough handling;
- Inspections must be undertaken that concentrate on plug, cord, switch and any obvious faults;
- A register be kept for each piece of equipment with findings of regular inspections undertaken to evaluate the condition of these lights; and
- When used in wet/damp/metal container conditions, the lamp must be protected.

21.12 LIFTING EQUIPMENT & MACHINERY

Lifting equipment must be designed and constructed in accordance with the manufactures/designers specifications as well as generally accepted technical standards and operated, used, inspected and maintained in accordance with the manufactures requirements as well as that of the of Driven Machinery Regulations promulgated in terms of the Occupational Health and Safety Act (Act no 85 of 1993).

The Driven Machinery Regulations requires that:

- Lifting equipment is clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use a table showing the maximum mass load with respect to every variable condition shall be posted up by the user in a conspicuous, place easily visible to the operator and the table shall be used by the driver/operator;
- Each winch on a lifting machine must at all times have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit;

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- Lifting equipment shall be fitted with a brake or other device capable of holding the MML. This brake or device shall automatically prevent the downward movement of the load when the lifting power is interrupted;
- Lifting equipment shall be fitted with a load limiting device that automatically arrest the lift when the load reaches its highest safe position or when the mass of the load is greater than the MML;
- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine. Where no standard is available the factor of safety must be:
 - chains – 4 (four)
 - steel wire ropes 5 (five)
 - fibre ropes- 10 (ten)
- Every hook or load attaching device must be designed to prevent the load from slipping off or disconnecting;
- Every lifting machine must be inspected and load tested by a competent person every time it has been dismantled and re-erected and every 12 months after that. The load test must be in accordance with the manufacturer's requirements or to 110% of the MML. In addition, all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person;
- All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book; and
- No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector of the Department of Labour.

General requirements for cranes and lifting equipment

All documentation must be provided to the Johannesburg Water SOC Ltd Project Engineer prior to mobilisation. Failure to do so and the resulting cost of any delays and/or remedial activities will be for the Contractor's account.

All crane operators must be authorised by the relevant Engineer before they may operate a crane or lifting machine. The Load charts must be displayed at the crane.

Daily pre-use inspections of the cranes must be done and be kept on the file. The inspections must be logged in a logbook. The area in which a lift is performed must always be barricaded to prevent employees from entering.


A crane or lifting machine must not be left unattended and the keys may never be left in the ignition when the operator is not present. Properly constructed out rigger pads must be used when soil is uneven or unstable. (Only sleepers or appropriately designed steel plate pads may be used for this purpose).

Only a competent rigger may direct a lift of any kind unless the following requirements are met. Rigger assistants used for performing lifting operations shall be limited to lifts with all of the following requirements:

- Lifts lower than 5 tons
- Easy lifts that does not require the load to be lifted over structures, equipment or machinery
- Equipment that is not critical
- Rigging configuration that requires the attachment of several parts of lifting equipment such as chain blocks to adjust the angle of loads.
- All safety devices on a crane or lifting machine must be functional.

Certification will be required for record purpose, and shall cover the following:

- A Brake or other device capable of holding the maximum mass should the power fail, or which is such that it shall automatically prevent the uncontrolled downward movement of the load when the raising effort is interrupted; and
- A Limiting device which shall automatically arrest the driving effort when:
- The Hook or Load attachment point of the Power Driven lifting machine reaches its highest safe position; and

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- In the case of a Winch Operated lifting machine with a lifting capacity of 5000kg or more, the load is greater than the rated mass load of such machine.

The user shall ensure that every lifting machine is operated by an Operator specifically trained for a particular type of lifting machine; the user shall not require or permit a person to operate such lifting machine unless the operator is in possession of a certificate of training, issued by an accredited person or organisation.

No Crane shall be used at arrival on site before copies of all documentation have been handed over to the Johannesburg Water SOC Ltd and the Crane have been checked by a person duly authorised and signed off as acceptable. Copies of all documentation shall be kept in the SHE File at all times.

No Crane shall be used without a pre-use check and findings entered on an approved checklist. Before any cranes are established on site the following must be inspected and approved:

- Operator's licences
- Training certificates
- Medical fitness certificate.
- The cranes load test certificate.
- Rope test certificates including Mill / Destructive test.
- The lifting gear load test certificates.
- The load limiting device calibration certificate.
- Proof that the hooks have been measured for spreading.
- The service inspection history.
- Monthly comprehensive inspection certificate
- Operation and maintenance Manuals and crane condition.

Cranes and Lifting Machines

A contractor shall ensure that where tower cranes are used:


- Account is taken of the effects of wind forces on the structure;
- Account is taken of the bearing capacity of the ground on which the tower crane is to stand;
- The bases for the tower cranes and tracks for rail-mounted tower cranes are firm and level;
- The tower cranes are erected at a safe distance from excavations;
- There is sufficient clear space available for erection, operation and dismantling;
- The tower crane operators are competent to carry out the work safely; and
- The tower crane operators are physically and psychologically fit to work in such an environment by being in possession of a medical certificate of fitness."

No user shall use or permit any person to use a Jib-Crane with a lifting capacity of 5000kg or more at a minimum Jib radius, unless it is provided with:

- A load indicator that shall indicate to the operator of the Jib-Crane the mass of the load being lifted, provided that such a device shall not require manual adjustment from the application of the load, to the Jib-Crane, until the release of the load.
- A Limiting Device, which shall automatically arrest the driving effort whenever the load is lifted, is greater than the rated mass load of the Jib-Crane.

Mobile Crane near Power Lines

No mobile cranes are to be used near overhead power lines until the Johannesburg Water SOC Ltd representative has been notified and provided safe access conditions and a valid permit to work is obtained. Mobile cranes shall be effectively earthed when working in the vicinity of electrical wires. Assume that all electrical equipment and wires are live and avoid them.

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Lifting tackle

The following requirements will apply to lifting tackle:

- Manufactured of sound material, well-constructed and free from patent defects;
- Clearly and conspicuously marked with an identity number;
- MML factor of safety:
 - Natural fibre ropes - 10(ten)
 - Man-made fibre ropes and woven webbing - 06(six)
 - Steel wire ropes – single rope - 06(six)
 - Steel wire ropes – combination slings - 08(eight)
 - Mild Steel chains - 05(five)
 - High tensile/alloy steel chains - 04(four)
- Steel wire ropes must be examined by a competent person every three months and the results recorded in a designated logbook. The ropes must be discarded (not used any further for lifting purposes) when wear and corrosion is evident.

21.13 LADDERS

The following requirements for ladders will apply:

- All ladders used on the site shall be constructed and used in compliance with the OH&S Act and Regulations.
- Ladders, which provide access to a working platform, shall extend one metre above the platform where it provides access, and shall be secured to prevent slipping.
- Timber ladders shall not be painted other than with clear preserving oils, clear varnishes or clear plastics.
- Ladders, which are in a damaged condition, shall not be used and shall be labelled accordingly and removed from the Premises.
- All Ladders shall be numbered, logged in a register, and inspected monthly.
- A ladder in use shall be held by an assistant and/or properly tied down in position.
- Only ladders that do not conduct electricity shall be used in live electrical sub-stations and switching rooms.
- Ladders shall be removed after use and stored in an appropriate facility as to not expose them unnecessarily to the elements or potential damage by surrounding activities.


21.18 Fall protection (Working in elevated positions)

A pre-emptive risk assessment will be required for any work to be carried out above **two metres** from the ground or any floor level. This work will be classified as “work in elevated positions”.

As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level. Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device. This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.

Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.

Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer’s head at all times. The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by Johannesburg Water SOC Ltd.

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Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.

Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.

Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.

Access scaffolding

Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.

Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.

Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

21.20 Explosive powered tools

Every explosive powered tool must be:

- Provided with a guard around the muzzle to confine flying fragments or particles; and
- Must be fitted with a firing mechanism that will prevent the explosive powered tool from firing unless it is pushed against the surface and at the right angle. Where the explosive powered tool is fitted with an intermediate piston between the charge and the nail this requirement is waived.


The Principal Contractor or user must ensure that:

- Only the correct type of cartridge is used;
- The explosive powered tool is cleaned and inspected daily before use by an appointed competent person. The competent person will keep a register with the findings of his inspection and the details of cleaning, service and repairs;
- The safety devices are in good working order before the explosive powered tool is used;
- When the explosive powered tool is not being used it is stored in an unloaded condition together with the cartridges in a safe and secure place inaccessible to unauthorised persons;
- A warning notice is displayed at the point where the explosive powered tool is in use;
- The issue and return of cartridges must be by issue/returns register signed by both issuer and user and empty cartridge cases must be returned with unspent cartridges;
- Users and operators of the explosive powered tool have received the necessary training and has been authorised as competent to use/operate the explosive powered tool; and
- Users and operators must wear the prescribed personal protective equipment whilst using and/or operating the tool.

21.21 Electrical installations

The installation of temporary electricity for construction shall be in accordance with Construction Regulations and the Electrical Installation Regulations. The Principal Contractor must ensure that:

- Existing services are located and marked before construction commences and the markings maintained during construction;

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- Electrical installations and -machinery are sufficiently robust to withstand normal working conditions on site;
- Temporary electrical installations must be inspected at least once a week by a competent person and a record of the inspections kept in the SHE File;
- Electrical machinery used on a construction site must be inspected daily before start-up by the competent driver/operator or any other competent person and a record of the inspections kept in the SHE File; and
- A competent person appointed in writing must control and be responsible for all temporary electrical installations.
- An employer or user shall provide free of charge and maintain in good condition such protective equipment as may be necessary to prevent incidents, for use by persons engaged in working on or in close proximity to live electrical machinery or dead electrical machinery which may become live.

21.21.1 Electrical control gear

- The contractor shall ensure that all electrical machinery are provided with controlling apparatus and protective devices which shall, as far as is reasonably practicable, be capable of automatically isolating the power supply in the event of a fault developing on such machinery.
- The contractor shall place a switch, circuit breaker or fuse in the neutral conductor of a polyphase alternating current or three-wire direct current distribution system unless such switch, circuit breaker or fuse is so arranged as to isolate all phase conductors and the neutral conductor simultaneously: Provided that this shall not include an isolating link on the neutral conductor installed for test purposes or to prevent circulating currents.
- The contractor shall, whenever reasonably practicable, provide switchgear with an interlocking device so arranged that the door or cover of the switch cannot be opened unless the switch is in the 'off position and cannot be switched on unless the door or cover is locked.
- The contractor shall mark or label all controlling apparatus permanently so as to identify the system or part of the system or the electrical machinery which it controls, and where such control apparatus is accessible from the front and the back these markings shall be on both the front and the back.
- The contractor shall post a notice at switchgear or control gear which has been switched off or locked out to enable persons to work on electrical machinery or other machinery operated by electricity and controlled by. Such switchgear or control gear, warning against reclosing such switchgear or control gear.


21.21.2 Work on disconnected electrical machinery

- Without derogating from any specific duty imposed on employers or users of machinery by the Act, an employer or user shall, whenever work is to be carried out on any electrical machinery which has been disconnected from all sources of electrical energy, but which is liable to acquire or to retain an electrical charge, as far as is practicable, cause precautions to be taken by earthing or other means to discharge the electrical energy to earth from such electrical machinery or any adjacent electrical machinery if there is danger there from before it is handled and to prevent any electrical machinery from being charged or made live while persons are working thereon

21.21.3 Portable electric tools

No person shall use or permit the use of a portable electric tool with an operating voltage that exceeds 50 V to earth unless-

- It is connected to a source of electrical energy incorporating an earth leakage protection device, the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or
- It is connected to a source of electrical energy through the interposition between each tool and the source of an individually double-wound isolating transformer, the secondary winding of which is not earthed at any point and the construction of which meets the requirements of the relevant health and safety standard incorporated into these Regulations under section 44 of the Act; or

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- It is connected to a source of high frequency electrical energy derived from a generator which is used solely for supplying energy to such portable electric tool and which arrangement is approved by the chief inspector; or it is clearly marked that it is constructed with double or reinforced insulation.

No person shall sell a portable electric tool constructed with double or reinforced insulation unless-

- It is clearly marked that it is constructed with such insulation; and Its insulation is constructed in accordance with the relevant health and safety standard incorporated into these Regulations under section 44 of the Act.
- No employer or user shall use or permit the use of a portable electric tool which is not fitted with a switch to allow for easy and safe starting and stopping of the tool.
- The employer or user shall maintain every portable electric tool, together with its flexible cord and plug, in good working order.


21.21.4 Switchboards

The contractor shall ensure that an unobstructed space for operating and maintenance staff is provided at the back and front of all switchboards, and the space at the back shall be kept closed and locked except for the purpose of inspection, alteration or repair: Provided that the requirements of this regulation with respect to the unobstructed space at the back of the switchboard shall not apply in the case of-

- switchboards which have no uninsulated conductors accessible from the back;
- switchboards, the switchgear of which is of a totally enclosed construction;
- switchboards, the backs of which are only accessible through an opening in the wall or partition against which they are placed, such openings being kept closed and locked; and
- switchboards which can be safely and effectively maintained from the front and which have all parts accessible from the front.

21.21.5 Electrical machinery in hazardous locations

- No person may use electrical machinery in locations where there is danger of fire or explosion owing to the presence, occurrence or development of explosive or flammable articles, or where explosive articles are manufactured, handled or stored, unless such electrical machinery, with regard to its construction relating to the classification of the hazardous locations in which it is to be used, meets the requirements of a safety standard incorporated for this purpose in these regulations under section 36 of the Act.
- Every user of electrical machinery shall be in possession of a certificate in a form acceptable to the chief inspector which has been issued by an approved inspection authority, in which it is certified that the electrical machinery has been manufactured and tested for the groups of dangerous articles in terms of the safety standard which has been incorporated in these regulations for this purpose under section 36 of the Act: Provided that in lieu of such certificate an inspector may approve permanent labeling on such machinery which contains all the relevant information.
- When diverse items of electrical machinery such as motors, cables and control apparatus are used together to form an electrical installation, the user shall ensure that the selection, arrangement, installation, protection, maintenance and working thereof results in no less a degree of safety than when the individual items of such machinery are used separately.
- The user shall use electrical machinery to which this regulation applies only under such conditions and in such surroundings as are prescribed in the safety standard incorporated in these regulations for this purpose under section 36
- No person shall effect repairs or adjustments to or otherwise work on electrical machinery under conditions (bullet 1) unless such machinery has been rendered dead and effective measures have been taken to ensure that such machinery remains dead.
- Wherever there is a possibility of the formation of static electricity under working conditions, the user shall earth all metallic structures, machine parts, pneumatic conveyor ducts and pipelines conveying flammable

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articles and the like, or take such other measures as may be necessary to effectively prevent the formation of electric sparks.

- The user shall cause all electrical machinery to which this regulation applies to be examined and tested at intervals not exceeding two years by a person who is competent to express an opinion on the safety thereof.
- The person carrying out the examination shall enter, sign and date the results of each such examination in a record book which shall be kept by the user for this purpose: Provided that where such machinery is subject to adverse climatic or physical conditions the frequency of such examinations shall be increased to intervals of no longer than one year or such shorter period as circumstances may necessitate.

21.21.6 Design and construction


- No person shall authorize, design, install or permit or require the installation of an electrical installation, other than in accordance with a health and safety standard incorporated into these regulations under section 44 of the Act: Provided that the components within an electrical installation shall comply with the standards referred to in the incorporated standard and proof of compliance shall be identifiable on the components or certification shall be available from the supplier or manufacturer of the components: Provided further that items of an electrical installation not covered by such incorporated safety standard, and the conductors between the point of supply and the point of control, shall be installed in accordance with the by-laws or regulations of the supplier concerned.
- A registered person shall exercise general control over all electrical installation work being carried out, and no person shall allow such work without such control: Provided that where the voltage exceeds 1kV, the installation shall be designed and supervised by a person deemed competent in terms of paragraphs (b), (c) or (d) of the definition of a competent person in regulation 1 of the General machinery Regulations, 1998.
- No supplier shall restrict the application of a health and safety standard referred to in sub-regulation (1) when an electrical installation is installed, except where the distribution system of the supplier may be adversely affected by the application thereof.

21.21.7 Electrical contractor

- Any person, including a juristic person, who intends to do installation work as an electrical contractor shall register annually with the chief inspector in the form prescribed in annexure 1 of the Electrical Installations Regulations.

21.21.8 Commencement and permission to connect installation work

- No person shall commence with installation work which would require a new supply or an increase in electricity supply capacity unless the supplier has been notified thereof in the form of Annexure 3: Provided that the supplier may waive this requirement in respect of such types of work as it may specify.
- No person shall connect or permit the connection of any completed or partially completed electrical installation to the electricity supply unless it has been inspected and tested by a registered person and a certificate of compliance for that electrical installation has been issued: Provided that the supplier may on request connect the supply to the installation for the purpose of testing and completion of the certificate of compliance by a registered person: Provided further that this sub-regulation shall not apply in the case where the electricity was disconnected for the non-payment of the electricity account or where there has been a change of tenant but not of ownership.
- Where the supply to an electrical installation is 25kVA or above, the user shall appoint an approved inspection authority or a competent person who shall ensure the compliance from the commencement to the commissioning of the installation.

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21.21.9 Issuing of certificate of compliance

Only registered person may issue a certificate of compliance in the form of annexure 4 and which shall be accompanied by a test report in the format approved by the chief inspector, after having satisfied himself or herself by means of an inspection and testing that—


- a new electrical installation complies with the provisions of regulation 7 (1) of the Electrical Installation Regulations (EIR); or
- an electrical installation which existed prior to the publication of the current edition of the health and safety standard incorporated into these regulations in terms of regulation 7 (1) (EIR), complies with the general safety principles of such standard; or
- an electrical installation which existed prior the publication of the current edition of the health and safety standard incorporated into these regulations in terms of regulation 7 (1) and to which extensions or alterations have been affected, that—
 - ting part of the installation, complies with the general safety principles of such standard and is reasonable safe, and
 - extensions or alterations affected comply with the provisions of regulation 7 (1) of the Electrical Installation Regulations (EIR).
- If at any time prior to issuing a certificate of compliance any fault or defect is detected in any part of the installation, the registered person shall refuse to issue such certificate: Provided that if such fault or defect in the opinion of the registered person constitutes an immediate danger to persons in the case where electricity is already supplied, he or she shall forthwith take steps to disconnect the supply to the circuit in which the fault or defect was detected and notify the chief inspector.
- Any person who undertakes to do electrical installation work shall ensure that a valid certificate of compliance is issued for that work.
- No person shall amend a certificate of compliance issued by a registered person.

22. WORKING AT HEIGHTS

- A competent person must compile a fall protection plan for all tasks which will be done at elevated position.
- The requirements as per the Construction regulations for working at heights shall be complied with by the contractor at all times.
- The fall protection plan shall be specific to the work that will be conducted at elevated position and proper provision must be made for rescue of employees at heights.
- Fall protection plan must include fall risk assessment detailing proper controls to be implemented.
- All employees who their duties entail working at heights must be declared medically fit by an Occupational Health Practitioner for working at heights.
- Employees who will be working at heights must be trained by a competent service provider for working at heights and must be trained on use of fall prevention/arrest devices to be used at heights.
- Employees working at height must be trained on the latest approved fall protection plan before work commences at height.

23. SCAFFOLD ERECTION

- A pre-emptive risk assessment will be required for any work to be carried out above **1.8 metres** from the ground or any floor level. This work will be classified as “work in elevated positions”.
- As far as is practicable, any person working in an elevated position will work from a platform, ladder or other device that is at least as safe as if he is working at ground level.

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- Whilst working in this position he shall be wearing a single belt with lanyard to prevent the person falling from the platform, ladder or other device.
- This safety belt will be, as far as is possible, secured to a point away from the edge over which the person might fall and the lanyard must be of such a length and strength that the person will not be able to move over the edge.
- Alternatively, any platform, slab, deck or surface forming an edge over which a person may fall may be fitted with suitable guard rails at two different heights as prescribed in the relevant South African National Standard for the design, erection, use and inspection of access scaffolding.
- Where the requirement in the paragraph above is not practicable, the person will be provided with a full body harness that will be worn at all times and shall be attached above the wearer's head at all times.
- The lanyard must be fitted with a shock-absorbing device or the person must be attached to a fall arrest system (anchorage connector; body wear; and connecting device) approved by Johannesburg Water SOC Ltd.
- Where the requirements in the paragraph above are not practicable, a suitable catch net must be erected.
- Employees working in elevated positions must be trained to work without risk to their health and safety or to the health and safety of others and be declared medically and psychologically fit to perform work at elevated positions.
- Where work on roofs is carried out, the risk assessment must take into account the possibility of persons falling through fragile material, i.e. skylights and openings in the roof.
- Access scaffolding must be erected, used and maintained safely in accordance with Construction Regulations and relevant SA Bureau of Standards Code of Practice.
- Detailed consideration must be given to all scaffolding to ensure that it is properly planned to meet the working requirements, designed to carry the necessary loadings and maintained in a sound condition. Sufficient material must be available to erect the scaffolding properly.
- Scaffolding must only be erected, altered or dismantled by persons who have adequate training and experience and are competent in this type of work and under the continuous supervision of such a person.

22. Monthly reporting

- The Principal Contractor is required to provide Johannesburg Water SOC Ltd. with a monthly report in the format provided on the last working day of the month.
- The report will include the monthly man-hours, incidents, training, inductions, audits, etc

23. Project close out

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.

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Returnable Annexure A: Acknowledgement of SHE Specification & Annexures

CONTRACTOR:	
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I, the undersigned, hereby acknowledge that I have obtained copies of the following listed documentation and confirm that I fully understand the contents thereof and the consequences of non-compliance. The Contractor furthermore reiterates its commitment to compliance of the requirements contained within the following provided documentation:

- Johannesburg Water SOC Ltd, Safety, Health & Environmental (SHE) Specification, Volume 2;
- Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of Johannesburg Water SOC Ltd;

Signed at on this Day of 20.....

CONTRACT MANAGER			
NAME	DESIGNATION	DATE	SIGNATURE
CONTRACT SUPERVISOR			
NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (1)			
NAME	DESIGNATION	DATE	SIGNATURE
WITNESS (2)			
NAME	DESIGNATION	DATE	SIGNATURE