

REQUEST FOR QUOTATION

GOODS

☐

SERVICE

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Request For Quotation Number:	iThemba LABS – ILAB /RFQ 2022/23:156
Date Issued:	19 September 2022
Description:	Pest control services for a period of 12 months as in when needed
Closing Date:	03 October 2022
Closing Time:	11:00 am
Delivery Address:	iThemba LABS, Johannesburg 92 Empire Road, Braamfontein, 2050 Gauteng, South Africa
Submit RFQ To:	scm2@tlabs.ac.za (quotes to be sent via email only)
Date Goods or Service Required:	2 nd Week October 2021
For More Information (Technical):	Ms. Tina van der Merwe / Linda Hadebe tvdmerwe@tlabs.ac.za / Linda@tlabs.ac.za
For More Information (Supply Chain Management):	Khanyisa Maqwara scm2@tlabs.ac.za

THE FOLLOWING CONDITIONS WILL APPLY:

- **Preferential Procurement System Applicable: 80/20**
- Price(s) quoted must be valid for at **least sixty (60) days from date of your offer.**
- Price(s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- **Submit your Valid B - BBEE Certificate as accredited with SANAS if you are claiming for Equity/ B - BBEE points, failing which, the B - BEEE claimed will be forfeited or zero points will be allocated.**
- Provide CSD Summary Report (www.csd.gov.za)
- The attached forms to be completed by the Bidder:
 - SBD 4 – Bidders disclosure
 - SBD 6.1 – Preference Points Claim (South African Companies Only)
- This request for formal quotation is subject to the Preferential Procurement Policy Framework Act and The Preferential Procurement Regulations, 2017, The General Conditions of Contract (GCC and, if applicable, any other special Conditions of Contract.

REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD):

The bidder must be on the National Treasury's Central Supplier Database in order to do business with the NRF and for the NRF to award a bid and sign the subsequent contract. Registration on the CSD (www.csd.gov.za) is compulsory and bids from unregistered bidders are not considered.

National Treasury Contact Details: +27 (0) 12 406 9222 or email csd.support@treasury.gov.za

SCHEDULE 1 - SPECIFICATION

Introduction to the NRF

The National Research Foundation ("NRF") is a juristic person established in terms of the National Research Foundation Act, Act 23 of 1998, and a Schedule 3A Public Entity in terms of the Public Finance Management Act. The NRF is the government's national agency responsible for promoting and supporting research and human capital development through funding researchers, provision of the National Research Platforms, and science outreach platforms/programs to the broader community. The NRF provides these services in all fields of science and technology, including natural science, engineering, social science, and humanities.

The NRF is a schedule 3A entity under the PFMA (Act 29 of 1999), which is required to plan and report on its activities and organizational performance, and which is to be audited by the AGSA on an annual basis. As part of the AGSA audit requirements, the NRF has to collect / document and store details, data and/or information of all persons and activities that form part of its performance record as proof thereof. In terms of this requirement, all persons making use of NRF facilities, platforms, equipment, tools etc., for research and related purposes are required to provide their personal details/data/information as per the template below or other similarly appropriate format. By completing your information in the template/register/record below and appending your signature thereto, you confirm your consent, in line with the Protection of Personal Information Act 4 of 2013, whereby the NRF and any of its business units may process (collect, receive, record, organize, collate, share, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy) the personal information you provide within and amongst its business units/functions for the purpose of fulfilling its statutory mandate, public accountability and other regulatory/legal requirements.

Introduction to the Business Unit responsible for this RFQ

iThemba LABS (Laboratory for Accelerator-Based Sciences) is a multi-disciplinary research laboratory based at two sites in the Western Cape and Gauteng respectively, these provide facilities for:

- Basic and applied nuclear physics research using particle beams
- Research Radiation Biophysics
- The supply of accelerator-produced radioactive isotopes for nuclear medicine and research

Evaluation Process

- Evaluation of proposals:

All proposals will be evaluated by Supply Chain Management for administrative compliance, functionality, price and B-BBEE. Based on the results of the evaluation process and upon successful negotiations, iThemba LABS will approve the awarding of the contract to successful bidder.

- Preference points system:

The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status. If all bids received are more than R 1 000 000.00, the proposal will be cancelled and re-issued.

Supplier Response

Name of Supplier:	
Address of Supplier:	
Contact Person:	
Contact Tel:	
Email Address:	
CSD Supplier Number:	MAAA.....
CSD Unique Registration Reference Number:	
Currency:	ZAR
Lead Time for Delivery:	
Model:	

<u>Administrative Compliance Returnable Documents</u> (M – Mandatory); (O – Optional)	Submitted	
Declaration of Interest with Government (SBD 4), signed and completed.	M	☐ Yes ☐ No
Preference Points Claimed (SBD 6.1), signed and completed with BBBEE certificate or sworn affidavit (applicable for local bidders).	M	☐ Yes ☐ No
(M – Mandatory); (O – Optional)	Submitted	
A Portfolio of works covering a similar scope of work in a Commercial Building environment to a minimum of 3 projects. The Projects/Service must include the <u>Value</u> , <u>Duration</u> and <u>Scope of works</u> of the contract within the last five years	M	☐ Yes ☐ No
CV's confirming the Pest Control operatives' qualifications and experience and their registration as approved pest control operatives	M	☐ Yes ☐ No
Registration of Company with SAPCA or PCIPC or other professional body/s	M	☐ Yes ☐ No
Certifications of use of approved pesticides as per Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947 and other applicable legislation	M	☐ Yes ☐ No
Proof of HACCP system and certification in place	M	☐ Yes ☐ No
Pricing completed	M	☐ Yes ☐ No

SPECIFICATIONS:

iThemba LABS requires the provision of pest control services at our site in Braamfontein, Gauteng. This entails treatment for ants, treatment for silverfish and the supply and servicing of bait boxes quarterly.

The Braamfontein site includes 2 building, with a total area of approximately 6500m²: 46 offices, 12 laboratories and 4 workshop areas.

Pricing Schedule

Supplier Specifications include Model if applicable	Quantity	Price Per Unit (Incl. VAT)	Total (Incl. VAT)
Ant treatment - quarterly	12 (4 times per year)		
Silver fish treatment	12 (4 times per year)		
Bait boxes – 37 Bait Stations	12 (4 times per year)		
	1		
TOTAL (VAT INCLUSIVE)			R

SERVICE ITEM	DESCRIPTION OF APPLICATION
Fish Moths, Ants and Cockroaches	Bait to be used: • Maxforce paste or gel or Equivalent • Goliath paste or gel or Equivalent
Rodents	Bait to be used: • Wax blocks • Racumin paste or Equivalent • The above pest control measure shall be placed in Bait stations / boxes. • External bait stations will be securely fixed to the wall via the use of screws and appropriate signage shall be placed on the wall above the point where the bait station is installed. • Internal Bait stations may be placed in a position where they do not constitute a tripping hazard and will have the appropriate signage placed on the wall above its position. • All Bait stations will be numbered.

Hazardous Analysis Critical Control Point (HACCP)

- The Service Provider is required to follow an accepted HACCP process.
- Material Safety Data Sheets must be provided by the successful service provide for all the chemicals that will be used at iThemba LABS.

Service and Activities Reports

- The service provider will be required to provide an activity file which will remain on the iThemba LABS Facility.
- These files will contain the following information
 - Site plans as per file requirement indicating where all bait stations have been installed (site plans will be provided to the successful bidder)

- Material Safety Data Sheets for all Pesticides / Bait / Insecticides used at the facility
 - Service reports
 - Up-to-date pest control registration / membership certificates to ensure legal compliance with relevant legislation and standards
 - Documented HACCP Processes
 - Risk Assessment regarding the application of pest control measures
 - Safe Operating Procedures or Method statement/s for the application of pest control measures
- (Note: The provision of this file must be done within one month of the award of the contract)**

OTHER REQUIREMENTS

Approved pesticides

- All pesticides used should be registered under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947.
- Use of approved pesticides should conform to the requirements stated in the following legislation (but not limited to):
 - Section 24 of the Constitution of the Republic of South Africa, Act No. 108 of 1996
 - Medicines and Related Substances Control Act, 1965 (Act 101 of 1965)
 - Hazardous Substances Act, 1973 (Act 15 of 1973)
 - The Foodstuffs, Cosmetics and Disinfectants Act (FCDA), 1972 (Act No. 54 of 1972)
 - The Occupational Health and Safety Act (OHSA), 1993 (Act No. 85 of 1993)
- The use of aerosols and powder-based pesticides are strictly prohibited for internal use at iThemba LABS.
- Aerosol based pesticides may be used in applications such as the spraying of drains but only for external use (outside of buildings).

Bird proofing and nest removal

- Additional services for bird proofing and nest removal may also be required on demand.
- The service provider must provide proof that this service can be rendered and may be outsourced if needed.

Emergency call - outs

- Appointed service provider should be available when called out for any emergencies.
- Response time to emergency call-outs must be within 3 hours.
- If the service provider is unable to meet with this time limit, the contract manager at iThemba LABS must be notified and alternative arrangements, agreeable to the contract manager of iThemba LABS, must be provided.

Geographical requirements

The head office of the service provider must be within Gauteng.

Membership requirements

- The appointed Service Provider must be an active member of The South African Pest Control Association (SAPCA) and / or the Pest Control Industries Professional Council (PCIPC).
- Provision of certificates will be required.

Qualifications

- A Curriculum Vitae is required for all pest control operatives assigned to the site which must detail the training and experience associated with being a qualified pest control operative.
- Pest control operatives must also provide the relevant professional body registration certificates.

Health and Safety Requirements

- The selected service provider will be required to complete the iThemba LABS 37.2 agreement and provided an up-to-date COID Certificate
- All pest control operatives assigned to work at the iThemba LABS site will be required to undergo Safety Induction Training.

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

² 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.

applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIMED (SBD 6.1)

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

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution
NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS, AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2.

1.2.1. The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable

1.2.2. the 80/20 preference point system will be applicable to this tender

1.3. Points for this bid shall be awarded for:

1.3.1. Price; and

1.3.2. B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

2.1. “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.2. “**B-BBEE status level of contributor**” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.3. “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

2.4. “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.5. “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.6. “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

2.7. “**prices**” includes all applicable taxes less all unconditional discounts;

2.8. “**proof of B-BBEE status level of contributor**” means:

2.8.1. B-BBEE Status level certificate issued by an authorized body or person;

2.8.2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;

2.9. “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.10. “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} 80/20 & & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1. If yes, indicate:

7.1.1.1. What percentage of the contract will be subcontracted.....%

7.1.1.2. The name of the sub-contractor.....

7.1.1.3. The B-BBEE status level of the sub-contractor.....

7.1.1.4. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1. Name of company/firm:

8.2. VAT registration number:

8.3. Company registration number :

8.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6. COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

8.8.1. The information furnished is true and correct;

8.8.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

8.8.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

8.8.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

8.8.4.1. disqualify the person from the bidding process;

8.8.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

8.8.4.3. 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;

8.8.4.4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

8.8.4.5. forward the matter for criminal prosecution.

By signing this request for order form the supplier offers to supply the goods or service in respect of **RFQ** and **Description** of goods or services

_____, as described in this document.

Signature

Date

Print name: _____
On Behalf of the Supplier (duly authorized)



COMPANY STAMP Note: It is advised that documents be returned in PDF

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Contractual Obligation			

CONTRACTUAL OBLIGATION

Conditions and Procedures to be complied with as part of the Contract with iThemba LABS

1. STATUTORY REQUIREMENTS

- 1.1 All persons employed by the Contractor working within the premises of iThemba LABS, shall comply with the Regulations of the Occupational Health and Safety Act, Act No. 85 of 1993.
- 1.2 The Contractor shall designate, in writing, one of his full-time employees in terms of the provisions of G.S.R. Reg. (2) of the O.H.S. Act (Act 85 of 1993) who shall be in charge of work performed on site.
- 1.3 The above designation shall be made before work commences on site. The appointed person for inspection shall hold one copy on site and a duplicate copy shall be handed to iThemba LABS employee who awarded the contract.
- 1.4 The Contractor shall instruct his authorized site representative to report to iThemba LABS employee who is in charge of the project.

2. GENERAL REGULATIONS

- 2.1 The Contractor shall submit a list of all portable electrical tools and equipment to security before permission is granted to enter or leave the premises. Vehicles will be subjected to a search before entry and when leaving the premises. Contractors are not permitted to stay on site after their shift has been completed.
- 2.2 The Risk Control Manager must authorize any work, which could affect or interfere with normal activities.
- 2.3 All excavation work must be railed off or barricaded, debris or material, which cannot be removed immediately, must be placed in such a manner as to allow adequate and safe passage.
- 2.4 The Risk Control Manager will authorize areas where rubble and other material may be stored.
- 2.5 The Contractor will stay confined to the area of his work.

3. PERSONAL PROTECTIVE EQUIPMENT

- 3.1 Safety harnesses (parachute type) shall be used whenever work is performed at a height of two (2) meters or higher unless a suitable platform with handrails is provided.
- 3.2 Suitable eye protection must be used whenever there is a danger of flying particles or splashing of chemicals.
- 3.3 Hearing protection must be used whenever a noise zone is entered. Earmuffs shall be worn whenever a jackhammer is used.

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3.4 Gloves and welding helmet shall always be used for welding operations.

3.5 The Contractor is responsible for provision of the necessary protective equipment and to ensure that it is used as required.

4. ISOLATION PROCEDURE

4.1 No one shall work above or on moving machinery, energy driven mechanical apparatus, electrical panel or switchgear unless it has been isolated from power or movement by means of applying a padlock on the main switch.

4.2 The Risk Control Manager must grant permission before a padlock can be applied.

5. ELEVATED AREAS

5.1 No work may be performed above the heads of persons or aisles or roads unless suitable precaution has been taken to ensure the safety of persons and property below. The affected area must also be identified before hand and effectively cordoned off.

5.2 All scaffolds and suspended loads must be left safe before leaving work at the end of every shift, i.e. loads lowered to the ground, scaffolds securely tied down and all loose tools and equipment secured against falling.

5.3 Where scaffolding is erected, handrails, toe boards, etc. must be embodied. All such equipment shall be lowered to the ground, supervised by a competent person.

6. TOOLS AND EQUIPMENT

6.1 Contractors shall provide their own ladders, trestles, scaffolds, lifting tackle, tools and portable equipment.

6.2 Makeshift or unsafe equipment shall not be permitted on the premises and will be confiscated for the duration of the contract.

6.3 No insulation tape or similar may be used on any electrical wiring or cables. Joins in cables must be approved by the Risk Control Officer prior to use on the premises.

6.4 Contractors may not operate company lift trucks, vehicles, jibs or cranes. In exceptional instances the Risk Control Manager may grant permission. In such an event, the Contractor shall produce a valid Certificate of Competency as described in the Occupational Health and Safety Act, Act 85 of 1993. A copy of the Certificate will be kept on the person of the Contractor who operates the above-described equipment. Any employee of iThemba LABS may ask such Contractor to produce the said Certificate.

6.5 All tools and equipment must be declared to security whenever a Contractor enters or leaves the premises. It is the duty of the Contractor to ensure that articles or equipment are recorded in a security register whenever they are brought on site.

7. PRECAUTIONS AGAINST FIRES

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- 7.1 The Contractors shall ensure that his employees do not smoke anywhere on the premises except in areas identified as smoking bays.
- 7.2 Paint, thinners, petrol, oil or any flammable materials shall be stored within a designated area under supervision of the **Hazardous Materials/Substances Controller**.
- 7.3 Any hazardous substances/material brought on site by the Contractor must always be accompanied by **Material Safety Data Sheets**.
- 7.4 The Contractor shall first obtain a **Hot Work Permit** from the person who awarded the contract before any naked flame or grinder is used anywhere outside a workshop.
- 7.5 The said permit is valid for one day only and shall be kept on the person who is using a naked flame.
- 7.6 The Contractor shall take all necessary precautions to eliminate all fire hazards and to prevent fire damage.
- 7.7 All fires shall immediately be reported to the Risk Control Manager.
8. **HOUSEKEEPING AND FIRST AID**
- 8.1 The contractor shall uphold high standards of housekeeping.
- 8.2 The clinic on site will assist with first aid treatment if required.
- 8.3 Any work that must be performed in any Radiation Protection Area of D and/or N-Block requires the Radiation Protection Manager to be notified before such work is commenced.
- 8.4 All surplus material and builders' rubble must be removed from the premises on completion of the contract or as otherwise specified by the Risk Control Manager. iThemba LABS reserves the right to remove such material against cost within one week after completion of the contract.
9. **TRADE UNIONS**
- 9.1 No employees of a Contractor shall be allowed to actively further the interest of any Trade Union on site.
10. **SECURITY**
- 10.1 The principle of security fences must be upheld at all times.
- 10.2 iThemba LABS does not accept responsibility for the safekeeping of any material, tools or equipment on site.
- 10.3 All portable tools or equipment brought on site must be removed at the end of the days work.
11. **PROCEDURES IN THE EVENT OF AN ACCIDENT**

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- 11.1 The Contractor shall act as “the Employer” in terms of Section 16 of the O.H.S. Act, Act 85 of 1993.
- 11.2 The Contractors shall report any injuries sustained by his employee to the Department of Labour. The injuries and responsibilities are as defined in Section 24 of the O.H.S. Act, Act 85 of 1993.
- 11.3 All incidents shall be reported to the Risk Control Manager.
- 11.4 The Contractor shall report all injuries to the Compensation Commissioner.
- 11.5 In the event of an accident causing the loss of a life or the possibility of the loss of life, no person shall disturb the site at which the accident occurred or remove any objects involved in the accident before the arrival of an inspector from the Department of Labour.

12. SUB-CONTRACTORS

- 12.1 The Contractors shall inform iThemba LABS employee who awarded the contract of any sub-contractors who may work on site.
- 12.2 The Contractor shall ensure that **Appendix 1** is completed and submitted to the Risk Control Manager prior to commencement of work.
- 12.3 The Contractor shall ensure that the sub-contractor complies fully with all statutory and internal requirements.

13. USING OVERHEAD CRANES AND LIFTING TRUCKS

- 13.1 The following shall apply if the Contractor has to operate overhead cranes on site:
 - 13.1.1 The Contractor shall ensure that all his employees who have to operate a crane or lift truck to render services as stipulated in the contract have had formal training as required by the Occupational Health and Safety Act, Act 85 of 1993.
 - 13.1.2 The Contractor shall ensure that the training is valid in terms of the Act.
 - 13.1.3 The Contractor shall present certificates of training to the Risk Control Manager before work commences.

14. FAILURE TO COMPLY WITH PROCEDURES

- 14.1 Failure to comply with the contents of this document could result in legal prosecution by the Department of Labour.
- 14.2 Non-compliance by the Contractor with any of the requirements as stipulated in this document could result in any or all of the following actions being taken by the Risk Control Manager.
 - 14.2.1 The Contractor could be requested to leave the premises and the contract for the project tendered for would become null and void. All costs incurred by iThemba LABS such actions would be borne by the Contractor.

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14.2.2 A specific member of staff who breaches this contract could be requested to leave the premises without delay and would not be permitted to enter the premises in future. Any cost incurred would be borne by the Contractor.

14.2.3 Equipment, which would be deemed as unsafe, would be confiscated and returned upon completion of the specific contract. Any costs incurred would be borne by the Contractor.

15. PRECAUTIONARY MEASURES

The Contractor must determine the degree of hazards related to the work he has tendered for and implement precautionary measures.

ACCEPTANCE

I, _____ (contractor), by signing this document, hereby warrant that I shall bear all responsibility for adherence of all laws applicable to the agreed contract work and particularly for the full and proper implementation of the provisions of the Occupational Health and Safety Act, Act No. 85 of 1993 and all other regulations without exception.

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APPENDIX

CONTRACTOR INFORMATION

Name of Firm _____

Address _____

Telephone _____

Cell phone _____

E-mail _____

Type of work being performed

Commencement date of work _____

Completion date of work _____

For South African Contractors Only

Is your firm registered with W.C.C. Yes ☐ No ☐

If yes, your membership number _____

Number of staff on the premises

Name of competent person on site and his contact number

 Signed

 Date