



## RFQ ADVERTISEMENT FORM – DEPARTMENT OF SPORT, ARTS AND CULTURE

Request for quotation description	SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR PROVINCIAL LIBRARIES										
Request for quotation number	RFQ/PPE01 NCDSAC-004-2021										
Name of institution	DEPARTMENT OF SPORT, ARTS AND CULTURE										
Tender Type (RFQ/RFP/RFI)	REQUEST FOR QUOTATION (RFQ)										
Province / National	NORTHERN CAPE										
The place where goods, works or services are required	KIMBERLEY										
Closing date and time	Date	0	2	1	1	2	0	2	1	Time	11:00
Postal and Physical Address	Where bids should be delivered		MERVIN J ERLANK SPORT PRECINCT BUILDING (MJESP) 10-12 RECREATION ROAD FLORIANVILLE KIMBERLEY 8301								
Contact persons for inquiries (SCM)	Name and Surnames		Mrs. Segomotso Lidzebe (076 301 6705)								
	Email addresses		<a href="mailto:slidzebe@ncpg.gov.za">slidzebe@ncpg.gov.za</a>								
Contact persons for inquiries (Technical)	Name and Surname		Mr. Heinrich Nieuwenhuizen (082 605 4028)								
	Email addresses		<a href="mailto:hnieuwenhuizen@ncpg.gov.za">hnieuwenhuizen@ncpg.gov.za</a>								
Where request for quotation documents should be delivered (Tender box)	MERVIN J ERLANK SPORT PRECINCT BUILDING (MJESP) 10-12 RECREATION ROAD FLORIANVILLE KIMBERLEY 8301										
Where bids can be obtained	DSAC Website: <a href="http://dsac.ncpg.gov.za/index.php/tenders">http://dsac.ncpg.gov.za/index.php/tenders</a> National Treasury E-Tenders Portal: <a href="https://www.etenders.gov.za">https://www.etenders.gov.za</a>										
Date when bid is available	26 October 2021										



## **DEPARTMENT OF SPORT, ARTS AND CULTURE**

---

YOU ARE HEREBY INVITED TO QUOTE  
FOR THE SUPPLY AND DELIVERY OF  
PERSONAL PROTECTIVE EQUIPMENT TO  
THE DEPARTMENT OF SPORT, ARTS AND  
CULTURE

For technical enquiries please contact the Assistant Director: Supply Chain Management, Mrs S Lidzebe, 10 – 12 Recreation Road, Florianville, Kimberley preferably only on email:

E-mail: [slidzebe@ncpg.gov.za](mailto:slidzebe@ncpg.gov.za)

Cell: 076 301 6705

## CONDITIONS AND UNDERTAKINGS BY SUPPLIERS IN RESPECT OF THIS REQUEST FOR QUOTATION

### 1. Proprietary Information

Department of Sport, Arts and Culture (DSAC) considers this request for quotation and all written related information, which is provided to the respondent, to be proprietary to DSAC. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of DSAC.

2. Suppliers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by DSAC in regard to anything arising from the fact that pages are missing or duplicated.

### 3. Validity Period

Responses to this request for quotation (RFQ) received from vendors must be valid for a period of **90 days** counted from the closing date of the request for quotation.

### 4. Submission of quotations

4.1 **The costed proposal (Quotation) for the supply and delivery of personal protective equipment** must be submitted on or before the closing date and time **Tuesday, 02 November 2021 at 11:00 in the bid box, 10-12 Recreation Road, Florianville, Kimberley, 8301.**

4.2 Where a request for quotation document is **not submitted in the bid box by the stated due date and time** such a request for quotation will be regarded as late and will not be considered. **Incomplete submissions** will also not be considered.

- 4.3 The supplier is responsible for all the cost that he/she shall incur related to the preparation and submission of the request for quotation document.
- 4.4 All service providers must submit their originally certified copy B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System (SANAS) OR an EME/ QSE originally certified copy sworn affidavit **signed by the EME representative and attested by a Commissioner of Oaths.**
- 4.5 The DSAC reserves the right not to accept the lowest request for quotation. The Evaluation Criteria: 80/20 Preference Points System as presented in the preferential procurement regulations of 2017 will apply.
- 4.6 The preferred supplier may not submit variation orders afterwards. Prices offered must be firm.
- 4.7 No upfront payments or deposits will be made. **The preferred service must have sufficient financial capacity to complete the project within the agreed timeframe as it will be requested from the preferred supplier to delivery personal protective equipment within five (5) working days after receiving an order number.**
- 4.8 **Further to the above, the Department reserves the right to return the product/goods that does not meet the required guidelines and specifications of Department of Trade, Industry and Competition, National Department of Health and the World Health Organization.**
- 4.9 No request for quotation sent through the post will be considered if it is received after the closing date and time as stipulated in the request for quotation documentation, and proof of posting will not be accepted as proof of delivery.

- 4.10 **Before the appointment of the preferred supplier, the Department reserves the right to request samples of all products as per the specifications which may include for e.g. a user manual for the digital thermometers (with batteries). It will also be expected of the preferred supplier to do a demonstration on the use of the digital thermometer. The costs associated with the samples will be for the account of the supplier. The sample must comply with the guidelines and specifications of Department of Trade, Industry and Competition, National Department of Health and the World Health Organization.** Failure which shall render your offer to be invalid.
  - 4.11 Any corrections on the request for quotation document made by the bidder must be initialled.
  - 4.12 Use of correcting fluid is prohibited.
  - 4.13 Request for quotations s will be opened in public as soon as practicable after the closing time of request for quotation. No pricing will be announced.
  - 4.14 Transport, administrative and labour costs must be included in the quotation price.
  - 4.15 **The Department is obliged to adhere to the set prices as determined by the National Treasury's Instruction Notes for procurement of the personal protective equipment and the World Health Organization (WHO) Guidelines and Specifications for Hand Sanitizer.**
5. Kindly note that the DSAC is entitled to amend any request for quotation conditions, validity period, specifications, or extend the closing date of request for quotations. Suppliers will be informed via the Department of Sport, Arts and Culture's Website and the National Treasury E-Portal.

6. The service provider hereby offer to render all or any of the goods and or services described in the attached documents to the DSAC on the terms and conditions and in accordance with the specifications stipulated in this request for quotation document (and which shall be taken as part of, and incorporated into this Proposal at the prices inserted therein).
7. Request for quotations submitted by legal persons must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors, a copy of which Resolution, duly certified be submitted with the Request for quotation.
8. The service provider hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the DSAC during the validity period indicated and calculated from the closing hour and date of the request for quotation.
9. This proposal and its acceptance shall be subject to the terms and conditions contained in this request for quotation document.
10. The service provider furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her request for quotation response, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the request for quotation response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
11. The request for quotation document must be completed in ink. No adherence to this condition will invalidate the request for quotation.
12. Failure on the part of the service provider to sign/mark this RFQ form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, will invalidate the RFQ.

13. Request for quotations should be submitted on the official request for quotation document. Suppliers are advised to print out the whole document and complete it in pen. The document must be submitted in its' entirety, i.e. as a whole without any changes being affected. The supplier should not change the Departmental Format of the request for quotation document. If any other forms are used that do not form part of the request for quotation document, DSAC may disqualify the request for quotation of the supplier.
14. Request for quotations submitted by facsimile will under no circumstances be accepted.
15. It is an absolute requirement that the service providers tax matters are in order. To this effect the service provider must furnish their Tax Compliance Status Pin for request for quotations as requested elsewhere in the RFQ document in cases where their tax status is non-compliant on the Central Supplier Database Report. Failure to adhere to this requirement will result in the request for quotation being invalidated.
16. The service provider hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.
17. Reasons for **disqualification** of service providers:
  - I. Non-compliance tax status at the time of award, verification of tax compliance status will be verified with SARS's e-Filing/ CSD.
  - II. Failure to complete and return the NCP forms.
  - III. Submitted information that is fraudulent; factually untrue or inaccurate for example membership that does not exist; B-BBEE credentials; experience etc.
  - IV. Service providers who made false declarations on the Standard Bidding Documents or misrepresented facts.
  - V. Service providers who are listed on the National Treasury's Database of restricted suppliers and defaulters.

- VI. Where the owner/member of the company is a government official and
  - VII. Failure to submit a sample on request of the Department that is in line with the WHO Guidelines and Specifications for personal protective equipment (hand sanitizers).
  - VIII. Failure to submit a quote as per the set prices determined by the Instruction Notes of National Treasury.
18. The following **special conditions** will apply to this request for quotation:
- I. Accepted RFQ's will be communicated by way of an official purchase order or a promissory note signed by a duly authorized official.
  - II. Accordingly, no goods; services or works must be prepared or delivered before an official purchase order or a promissory note is received by the respondent.
  - III. All prices quoted must be firm and be inclusive of Value Added Tax (VAT), if the service provider is registered for VAT with the SARS.
  - IV. The lowest or any offer will not necessarily be accepted and DSAC reserves the right to accept any offer either in full or in part.
  - V. The offer shall remain bidding and open for acceptance by DSAC during the validity period indicated and calculated from the closing time and date of this RFQ.



**I hereby accept the above-mentioned conditions**

This RFQ is subject to the general conditions of the RFQ, National Treasury's General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract (SCC).

NAME OF BIDDER/COMPANY NAME .....

SIGNATURE.....

CAPACITY.....

DATE.....

**B1.2.2 - REQUEST FOR QUOTATION  
SPECIFICATION DETAILS – SUPPLY AND  
DELIVERY OF PERSONAL PROTECTIVE  
EQUIPMENT**

**(SEE THE ATTACHED NATIONAL TREASURY  
INSTRUCTION NOTE 05 OF 2020/2021 AND  
WORLD HEALTH ORGANIZATION (WHO)  
GUIDELINES AND SPECIFICATIONS FOR HAND  
SANITIZERS AND DIGITAL THERMOMETERS)**

## 19. Description of goods/scope of work

The Department of Sport, Arts and Culture in the Northern Cape are looking for a service provider to supply and deliver personal protective equipment to the Department. Delivery will be made to the respective end user situated in Kimberley.

## 20. Contract description

The contract entails the supply and delivery of personal protective equipment to the Department.

## 21. Specifications

### 21.1 Supply and delivery of personal protective equipment

The service provider will be required to adhere to the World Health Organization (WHO) guidelines, specifications including National Treasury Instruction Note 05 of 2020/21 for the supply and delivery of goods. Goods that do not meet the required performance will be returned at the cost of the supplier.

Product Description	Quantity	Unit Price	Total Price
Hand sanitizer (1L), with not less than 70% alcohol. Must comply with World Health Organization (WHO) recommended hand rub formulations.	1760		
Digital thermometer (digital body thermometer, infrared, non contact) with batteries	88		
500 ml. dispensing spray bottles	443		

## 22. Duration of the project

The successful service provider **MUST** clearly indicate the expected date for the delivery of goods. Ideally the Department would like the supplier to deliver within 5 working days after the receipt of the appointment letter (order number).

**23. Pricing**

Please refer to NCP 1 and NCP 9 for pricing information.

**24. Compulsory Site Inspection**

***No compulsory site/briefing session will be held***

**25. Evaluation Criteria**

Quotations will be evaluated in accordance with DSAC's Supply Chain Management Policy and Preferential Procurement Policy Framework Regulations of 2017. The Department will use the 80/20 preference point system to evaluate request for quotations.

**PRICE .....80 Points**

**B-BBEE.....20 Points**

The request for quotation will be evaluated on the following three (3) phases namely:

Phase 1: Administrative Compliance  
Phase 2: Mandatory Requirements  
Phase 3: Price and B-BBEE

**PHASE 1: ADMINISTRATIVE COMPLIANCE REQUIREMENTS**

- 1) Completion in full of the Request for Quotation Document;
- 2) Completion of all NCP Forms( Declaration Forms);
- 3) Proof that tax matters with SARS are in order(Submission of SARS Tax Status Pin Number/ Latest CSD Report);
- 4) Original or certified copy of B-BBEE Level of contribution Certificate or Sworn Affidavit signed by the deponent and the Commissioner of Oath (Failure to attach certificate will lead to non- allocation of points). Original certified copy to be submitted after the Lockdown.
- 5) Registration with National Treasury Central Supplier Database (CSD).

**PHASE 2: MANDATORY REQUIREMENTS**

Description	Documentary Evidence	Disqualified if not submitted	Comply	Not Comply
1. <b>Digital thermometer (digital body thermometer, infrared, non contact) with batteries</b>	1. Instruction manual on how the device is working must be submitted.	Yes		
	2. The service provider must adhere to the set prices as determined by the National Treasury Instruction Notes.	Yes		
2. Hand sanitizer (1L), with not less than 70% alcohol. Must comply with World Health Organization (WHO) recommended hand rub formulations.	1. MSDS Certificate must be submitted.	Yes		
	2. The service provider must adhere to the set prices as determined by the National Treasury Instruction Notes.	Yes		
3. Northern Cape Based Companies (Preferred address must be within the Province)	1. Latest CSD Report to be submitted. Service Provider's preferred address must be within the Northern Cape.	No		

**\*\* MSDS Certificate/Data Sheet**

A Material Safety Data Sheet (MSDS) is a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product. It also contains information on the use, storage, handling and emergency procedures all related to the hazards of the material. A Material Safety Data Sheet is an important component of product stewardship and occupational safety and health.

The MSDS contains much more information about the material than the label. MSDS's are prepared by the supplier or manufacturer of the material. It is intended to tell what the hazards of the product are, how to use the product safely, what to expect if the recommendations are not followed, what to do if accidents occur,

how to recognize symptoms of overexposure, and what to do if such incidents occur. It is also known as product safety data sheet (PSDS). The document is intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner.

A Material Safety Data Sheet is a widely used system for cataloging information on chemicals, chemical compounds, and chemical mixtures. Companies that use chemicals and chemical-based products must have a Material Safety Data Sheet.

Layout of a compliant Material Safety Data Sheet should have the following basic information. *Note that even when it is not applicable or not necessary, this must be indicated with a text stating 'not applicable/necessary'.*

Identification of the material, Potential hazardous Ingredients, Physical Data, Fire and explosion information, reactivity information, health hazard information, first aid measures, preventative measures, storage and handling requirements, Spill clean-up and waste disposal guidance Preparation information.

### **Importance of a Material Safety Data Sheet**

Companies are legally obliged by the Occupational Health and Safety Act to be in possession of a Material Safety Data Sheet for all products that should come with one.

Do not accept chemicals and chemical based products from any supplier if they do not come with a Material Safety Data Sheet. Depending on the product, the chemicals can be less or extremely dangerous. Chemicals may be detrimental to health which can have immediate or long-term side effects varying from burns to cancer. That is the very reason people should be made aware of the nature of chemicals they are dealing with. It is important that effects are identified, documented, as well as be well-understood by the receiver. This ensures that preventive and corrective actions can be taken.

**(Strict adherence to the guidelines and specifications of the Department of Trade, Industry and Competition, National Department of Health and the World Health Organization.**

### **PHASE 3: PRICE AND PREFERENCE POINTS EVALUATION**

Only request for quotations that have complied with the documentary evidence as stated above (disqualifying criteria) will be evaluated further for price and preference points B-BBEE Evaluation.



**ANNEXURE A**  
**(Form of Offer and Acceptance).**

**PRICING SUBMISSION**

**RFP NO:**

DEPARTMENT OF SPORT, ARTS AND CULTURE

**RFP NAME:**

SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT  
FOR PROVINCIAL LIBRARIES

**BIDDER NAME**

**PRICE INSTRUCTIONS**

**1. STRUCTURE OF THE TENDER**

This spreadsheet for [RFQ/PPE01 NCDSAC-004-2021](#) contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

<b>SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT</b>			
<b>PROVINCIAL LIBRARY SITES</b>		<b>TOTAL</b>	
<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
Hand sanitizer (1L), with not less than 70% alcohol. Must comply with World Health Organization (WHO) recommended hand rub formulations.	1760	R0.00	R -
Digital thermometer (digital body thermometer, infrared, non contact) with batteries	88	R0.00	R -
500 ml. dispensing spray bottles	443	R0.00	R -
<b>TOTAL PRICE</b>			<b>R0.00</b>



**SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT - PROVINCIAL LIBRARIES**

Description	Total Price
Hand sanitizer (1L), with not less than 70% alcohol. Must comply with World Health Organization (WHO) recommended hand rub formulations.	R0.00
Digital thermometer (digital body thermometer, infrared, non contact) with batteries	R0.00
500 ml. dispensing spray bottles	R0.00

**TOTAL COSTS FOR PPE**

**R0.00**

*(It will be expected from the preferred supplier to delivery goods and services within five (5) working days after receiving an order number.)*

<b>PRICE THAT WILL BE USED FOR EVALUATION PURPOSES</b>	<b>R -</b>
--	------------

**I, the undersigned (Full name and surname)**

.....

Certify that the information as provided in the table above is true and correct (to be recalculated by the Bidder), and understood the above document in full.

.....

Signature

## INVITATION TO RFQ

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
RFQ NUMBER:	RFQ/PPE01 NCDSAC-005-2021	CLOSING DATE:	02 NOVEMBER 2021	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF PERSONAL PROTECTIVE EQUIPMENT FOR PROVINCIAL LIBRARIES				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (NCP7).</b>					
<b>BID RESPONSE DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT THE MAIN RECEPTION AREA:</b>					
DEPARTMENT OF SPORT, ARTS AND CULTURE					
MERVIN J ERLANK SPORT PRECINCT BUILDING (MJESP)					
10 – 12 RECREATION ROAD					
FLORIANVILLE					
KIMBERLEY					
8301					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX CLEARANCE CERTIFICATE AND SARS TAX STATUS PIN LETTER (GOOD STANDING) BEEN SUBMITTED					<input type="checkbox"/> Yes <input type="checkbox"/> No
CSD SUPPLIER NUMBER: MAAA.....					
HAS AN ORIGINALLY CERTIFIED COPY OF THE BIDDER'S B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN SUBMITTED?					<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW ]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL RFQ PRICE (ALL INCLUSIVE)	
RFQ PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT OF SPORT, ARTS AND CULTURE		CONTACT PERSON	MRS. S LIDZEBE
CONTACT PERSON	MR. H NIEUWENHUIZEN	TELEPHONE NUMBER	076 301 6705
TELEPHONE NUMBER	082 605 4028	E-MAIL ADDRESS	slidzebe@ncpg.gov.za
E-MAIL ADDRESS	hnieuwenhuizen@ncpg.gov.za		

## 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 AND MUST NOT TO BE RE-TYPED, FAXED OR SCANNED DOCUMENT TO SCM OFFICIALS WILL NOT BE CONSIDERED.
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE RFQ INVALID.

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**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.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: .....

- At: .....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....  
\*Delivery: Firm/not firm

- Delivery basis .....

**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

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....  
Name of state institution at which you or the person connected to the bidder is employed : .....  
Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

.....  
 .....

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

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

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO  
 of the company have any interest in any other related companies  
 whether or not they are bidding for this contract?

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

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

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

**4 DECLARATION**



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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**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:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“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;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“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;
- (j) **“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:

**80/20**

**or**

**90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) 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		
<b>OR</b>		
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-BBE 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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) 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 –

- (a) disqualify the person from the bidding 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 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
- (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**ADDRESS** .....

.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF <sup>RFO</sup> BID NO. RFO/PPE01 NC DSAC - 004 - 2021

ISSUED BY: (Procurement Authority / Name of Institution):

DEPARTMENT OF SPORT, ARTS AND CULTURE



NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of ..... (name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## Date: \_\_\_\_\_

## Annex D

### Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.		
(D2)	Tender description:		
(D3)	Designated Products:		
(D4)	Tender Authority:		
(D5)	Tendering Entity name:		
(D6)	Tender Exchange Rate:		Pula

**Note:** VAT to be excluded from all calculations

### A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
									(D19) Total exempt imported value		R 0

(D19) Total exempt imported value	R 0
-----------------------------------	-----

**This total must correspond with  
Annex C - C 21**

**B. Imported directly by the Tenderer**

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

**C. Imported by a 3rd party and supplied to the Tenderer**

[illegible]

(D45) Total imported value by 3rd party	R 0
---	-----

#### D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R O

**This total must correspond with  
Annex C - C 23**

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) Manpower costs (Tenderer's manpower cost) R 0

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: \_\_\_\_\_

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  The Database of Restricted Suppliers now resides on the National Treasury's website( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION  
FORM IS TRUE AND CORRECT.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



**NCP 9 (1 AUGUST 2017)**

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

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

**NCP 9 (1 AUGUST 2017)**

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**

Js914w 2

# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **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 supplies 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 supplies covered by the bid will be manufactured.
- 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 “Written” or “in writing” means handwritten 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, 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 supplies, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **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.



**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 in SCC.

**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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 and 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

## **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 in the SCC.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (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 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 in SCC, 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 in SCC.

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 in SCC 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 in SCC, 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.

- |   |   |
|---|---|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>   |
| <b>17. Prices</b>                               | <p>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 in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>  |
| <b>18. Contract amendments</b>                  | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>   |
| <b>19. Assignment</b>                           | <p>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.</p>   |
| <b>20. Subcontracts</b>                         | <p>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.</p>   |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies 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 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 judgment 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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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. Anti-dumping 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 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	<p>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</p> <p>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.</p>
<b>32. Taxes and duties</b>	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation Programme (NIP)</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 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 (or bid rigging).</p> <p>34.2 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 the Competition Act No. 89 of 1998.</p>



- 34.3 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.

**TO ALL:**      **ACCOUNTING OFFICERS OF DEPARTMENTS**

**:**      **ACCOUNTING OFFICERS OF CONSTITUTIONAL INSTITUTIONS**

**:**      **ACCOUNTING AUTHORITIES OF ALL SCHEDULE 2 AND 3 PUBLIC ENTITIES**

**:**      **HEAD OFFICIALS OF PROVINCIAL TREASURIES**

**2<sup>ND</sup> AMENDMENT TO NATIONAL TREASURY INSTRUCTION NO. 05 OF 2020/2021**  
**UPDATE OF PRICE LIST AND SUPPLIERS LISTS**

1. Instruction No. 05 of 2020/2021, as amended on 20 May 2020, is hereby amended by the substitution for Annexures A, D1, D2 and D3 of Annexures A, D1, D2 and D3 to this Instruction.
2. The amendments take effect on the first working day following the date of signature.



**DONDO MOGAJANE**  
**DIRECTOR-GENERAL**  
**DATE: 02 July 2020**

**Attachments:**

**Annexure A: Covid-19 Personal Protective Equipment Price List**  
(Amended on 3 July 2020)

**Annexure D1: RT64 Transversal Contract List**

**Annexure D2: Department of Small Business Development Supplier's List**

**Annexure D3: National Bargaining Council for the Clothing Industry Supplier's List**








# ANNEXURE A

## COVID-19 PERSONAL PROTECTIVE EQUIPMENT PRICE LIST

Prices as  
from:

3 JULY 2020

Product	Product description	WHO standards / description	Pack size		Unit Price per single item (Incl. VAT)	Price per Unit of Measure (Incl. VAT)
Surgical Mask - Patient	Mask, face, aseptic: Fluid Resistant, Molded, Blue (3 PLY), good breathability, internal and external faces should be clearly identified Type I, with ear loops or tie on	- EN 14683 any type including Type I - ASTM F2100 minimum level 1 or equivalent	Box of 50 pieces	↓	R11,50 per mask	R575,00 per box of 50 pieces
Surgical Mask - Health Care Worker	Mask, face, aseptic: Fluid Resistant, Molded, Blue (3 PLY), good breathability, internal and external faces should be clearly identified Type II or higher, with ear loops or tie on	- EU MDD Directive 93/42/EEC Category III or equivalent - EN 14683 Type II, IR, IIR - ASTM F2100 minimum level 1 or equivalent	Box of 50 pieces	↓	<del>R15,50</del> per mask	R775,00 per box of 50 pieces
Mask Respirator	N95 or FFP2 - Mask Respirator / Dust Mask, or higher. Good breathability with design that does not collapse against the mouth (e.g. duckbill, cup-shaped)	- Minimum "N95" respirator according to FDA Class II, under 21 CFR 878.4040, and CDC NIOSH, or - Minimum "FFP2" according to EN 149, EU PPE Regulation 2016/425 Category III, or equivalent	Box of 10 Pieces	↑	R42,90 per mask	R429,00 per box of 10 pieces
Apron	Straight apron with bib, Fabric: 100% polyester with PVC coating, or 100% PVC, or 100% rubber, or other fluid resistant coated material. Waterproof, sewn strap for neck and back fastening. Minimum basis weight: 300 g/m2, Covering size: 70 - 90 cm (width) x 120 - 150 cm (height). Reusable (provided appropriate arrangements for decontamination are in place)	• EN ISO 13688 • EN 14126-B and partial protection (EN 13034 or EN 14605) • EN 343 for water and breathability or equivalent	Box of 100 Pieces	↓	R1,90 per Apron	<del>R190,00</del> per box of 100 Apron
Eye Protection	Goggles Good seal with the skin of the face, flexible PVC frame to easily fit with all face contours with even pressure, enclose eyes and the surrounding areas, accommodate wearers with prescription glasses, clear plastic lens with fog and scratch resistant treatments, adjustable band to secure firmly so as not to become loose during clinical activity, indirect venting to avoid fogging. May be re-usable (provided appropriate arrangements for decontamination are in place) or disposable.	• EU PPE Regulation 2016/425 • EN 166 • ANSI/ISEA Z87.1 or equivalent	Each	↓	R71,25 per each	R71,25 per each
Visor / Face Shield	Made of clear plastic and providing good visibility to both the wearer and the patient. Adjustable band to attach firmly around the head and fit snugly against the forehead, fog resistant (preferable). Completely cover the sides and length of the face. May be re-usable (made of robust material which can be cleaned and disinfected) or disposable.	• EU PPE Regulation 2016/425 • EN 166 • ANSI/ISEA Z87.1 or equivalent	Each	↓	R69,00 per each	R69,00 per each
Gowns	Isolation gown Protective 3- layers of spunbond meltblown spunbond fabric( Top layer of spunbond polypropylene, a middle layer of meltdown polypropylene and a bottom layer of meltdown polypropylene for light fluid contact and contact isolation, elastic cuff, Tape-tab neck closure, Tie waist, Non Sterile Dimensions: Large Length: (from shoulder to hem) 116cm Sleeve length: (from shoulder to wrist) 56cm Belt length: 167cm; Belt Width: 5cm; Belt place: (neck to top of belt) 38cm	• EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC • FDA Class I or II medical device, or equivalent • EN 13795 any performance level, or • AAMI PB70 all levels acceptable, or equivalent	Each	↑	R119,00 per each	R119,00 per each
Gowns	Gown, surgical, non-woven polypropylene body+ 54g/m sleeves + 66g/m. Long sleeves with cuffs. Reinforced in chest and forearm areas. Resistant to liquid penetration. Lint free, non flammable, Bacteria barrier efficiency, to comply with SANS 53795, Compliance certificate to be submitted, Sterile, individual double peel packed	• EU PPE Regulation 2016/425 and EU MDD Directive 93/42/EEC • FDA Class I or II medical device, or equivalent • EN 13795 any performance level, or • AAMI PB70 all levels acceptable, or equivalent	Each	↓	R120,00 per each	R120,00 per each
Coveralls	Protective cover bodysuits, disposable MEDIUM, LARGE, X-LARGE, XX-LARGE, 3X LARGE	Tunic/tops, woven, scrubs, reusable or single use, short sleeved (tunic/tops), worn underneath the coveralls or gown. Trouser/pants, woven, scrubs, reusable or single use, worn underneath the coveralls or gown	Each	↓	R149,00 per coverall	R149,00 per coverall
Boot Covers	Overshoe, non-woven, single use. To be made from durable, water-repellent, opaque material Seam free under sole. Elasticated opening. Suitable for all size shoes		Box of 100 pieces	↔	R1,30 per one boot cover	R130,00 per box of 100 pieces
Digital Thermometer	Digital Body Thermometer INFRARED NON CONTACT		Each	↓	R992,00 per each	R992,00 per each
Sanitisers and Disinfectants	Sanitizer, with not less than 70% alcohol must comply to WHO-recommended handrub formulations		Litre	↓	R79,80 per litre	<del>R79,80</del> per litre
Biohazard bags	Bright red colour PP bags are easy to open and are used to dispose used Micro tips, Tubes and other plastic products.	Disposal bag for bio-hazardous waste, 30x50cm, with "Bio Hazard" print, autoclavable polypropylene. 50 or 70 micron thickness	Each	↔	R1,30 each	R1,30 each

Product	Product description	WHO standards / description	Pack size		Unit Price per single item (Incl. VAT)	Price per Unit of Measure (Incl. VAT)
Body Bags	Manufactured from 280 micron reinforced PVC, both ends are stitched and sealed to prevent any leakage, There must be 3 handles on each side with a full length curved zip, all handles must be box stitched using Polycotton Core spun Polished 36 Tex thread, and box stitching dimensions are all 4cm x 3cm. The dimensions are as follows: Length: 2.4 METERS Width: 1 METER, Zip: 1.8 METERS, Sizes:(Child, Small, Medium, Large, Extra-large)		Each		R575,00 per bag	R575,00 per bag
Examination Gloves, non-sterile	Gloves, examination, nitrile, powder-free, non-sterile, single-use. Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.	<ul style="list-style-type: none"> <li>• EU MDD Directive 93/42/EEC Category III</li> <li>• EU PPE Regulation 2016/425 Category III</li> <li>• EN 455</li> <li>• EN 374</li> <li>• ANSI/ISEA 105,</li> <li>• ASTM D6319, or equivalent</li> </ul>	Box of 100 gloves		R 1,75 per single glove	R175,00 per box of 100 pieces
Gloves, examination or surgical, sterile	Gloves - surgical or examination - nitrile, powder-free, sterile, single-use. Gloves should have long cuffs, reaching well above the wrist, ideally to mid-forearm. Sizes: small, medium, large.	<ul style="list-style-type: none"> <li>• EU MDD Directive 93/42/EEC Category III,</li> <li>• EU PPE Regulation 2016/425 Category III,</li> <li>• EN 455,</li> <li>• ANSI/ISEA 105,</li> <li>• ASTM D6319 or equivalent</li> </ul>	Box of 100 gloves		R8,25 per single glove	R825,00 per box of 100 pieces
Cloth Mask	Mask - 2 layers of fabric (As per the DTIC guidelines & Specifications)		Each		R20,00 per each	R20,00 per each
	Mask - 3 layers of fabric (As per the DTIC guidelines & Specifications)		Each		R25,00 per each	R25,00 per each

## Guide to Local Production: WHO-recommended Handrub Formulations

**Introduction:** This Guide to Local Production of WHO-recommended Handrub Formulations is separated into two discrete but interrelated sections:

**Part A** provides a practical guide for use at the pharmacy bench during the actual preparation of the formulation. Users may want to display the material on the wall of the production unit.

**Part B** summarizes some essential background technical information and is taken from WHO Guidelines on Hand Hygiene in Health Care (2009). Within Part B the user has access to important safety and cost information and supplementary material relating to dispensers and distribution.



## PART A: GUIDE TO LOCAL PRODUCTION

Part A is intended to guide a local producer in the actual preparation of the formulation.

### Materials required (small volume production)

REAGENTS FOR FORMULATION 1:	REAGENTS FOR FORMULATION 2:
<ul style="list-style-type: none"> <li>Ethanol 96%</li> <li>Hydrogen peroxide 3%</li> <li>Glycerol 98%</li> <li>Sterile distilled or boiled cold water</li> </ul>	<ul style="list-style-type: none"> <li>Isopropyl alcohol 99.8%</li> <li>Hydrogen peroxide 3%</li> <li>Glycerol 98%</li> <li>Sterile distilled or boiled cold water</li> </ul>

- 10-litre glass or plastic bottles with screw-threaded stoppers ( **1** ), or
- 50-litre plastic tanks (preferably in polypropylene or high density polyethylene, translucent so as to see the liquid level) ( **2** ), or
- Stainless steel tanks with a capacity of 80–100 litres (for mixing without overflowing) ( **3** , **4** )
- Wooden, plastic or metal paddles for mixing ( **5** )
- Measuring cylinders and measuring jugs ( **6** , **7** )
- Plastic or metal funnel
- 100 ml plastic bottles with leak-proof tops ( **8** )
- 500 ml glass or plastic bottles with screw tops ( **8** )
- An alcoholometer: the temperature scale is at the bottom and the ethanol concentration (percentage v/v) at the top ( **9** , **10** , **11** )

#### NOTE

- Glycerol: used as humectant, but other emollients may be used for skin care, provided that they are cheap, widely available and miscible in water and alcohol and do not add to toxicity, or promote allergy.
- Hydrogen peroxide: used to inactivate contaminating bacterial spores in the solution and is not an active substance for hand antisepsis.
- Any further additive to both formulations should be clearly labelled and be non-toxic in case of accidental ingestion.
- A colorant may be added to allow differentiation from other fluids, but should not add to toxicity, promote allergy, or interfere with antimicrobial properties. The addition of perfumes or dyes is not recommended due to risk of allergic reactions.





## METHOD: 10-LITRE PREPARATIONS

These can be prepared in 10-litre glass or plastic bottles with screw-threaded stoppers.

### Recommended amounts of products:

FORMULATION 1	FORMULATION 2
<ul style="list-style-type: none"> <li>Ethanol 96%: <b>8333 ml</b></li> <li>Hydrogen peroxide 3%: <b>417 ml</b></li> <li>Glycerol 98%: <b>145 ml</b></li> </ul>	<ul style="list-style-type: none"> <li>Isopropyl alcohol 99.8%: <b>7515 ml</b></li> <li>Hydrogen peroxide 3%: <b>417 ml</b></li> <li>Glycerol 98%: <b>145 ml</b></li> </ul>

### Step by step preparation:



1. The alcohol for the formula to be used is poured into the large bottle or tank up to the graduated mark.



4. The bottle/tank is then topped up to the 10-litre mark with sterile distilled or cold boiled water.
5. The lid or the screw cap is placed on the tank/bottle as soon as possible after preparation, in order to prevent evaporation.



2. Hydrogen peroxide is added using the measuring cylinder.



6. The solution is mixed by shaking gently where appropriate or by using a paddle.



3. Glycerol is added using a measuring cylinder. As glycerol is very viscous and sticks to the wall of the measuring cylinder, it should be rinsed with some sterile distilled or cold boiled water and then emptied into the bottle/tank.



7. Immediately divide up the solution into its final containers (e.g. 500 or 100 ml plastic bottles), and place the bottles in quarantine for 72 hours before use. This allows time for any spores present in the alcohol or the new/re-used bottles to be destroyed.

## Final products

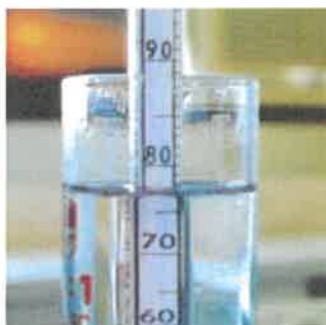
FORMULATION 1	FORMULATION 2
<b>Final concentrations:</b> <ul style="list-style-type: none"> <li>Ethanol 80% (v/v),</li> <li>Glycerol 1.45% (v/v),</li> <li>Hydrogen peroxide 0.125% (v/v)</li> </ul>	<b>Final concentrations:</b> <ul style="list-style-type: none"> <li>Isopropyl alcohol 75% (v/v),</li> <li>Glycerol 1.45% (v/v),</li> <li>Hydrogen peroxide 0.125% (v/v)</li> </ul>

## Quality control

1. Pre-production analysis should be made every time an analysis certificate is not available to guarantee the titration of alcohol (i.e. local production). Verify the alcohol concentration with the alcoholmeter and make the necessary adjustments in volume in the preparation formulation to obtain the final recommended concentration.



2. Post-production analysis is mandatory if either ethanol or an isopropanol solution is used. Use the alcoholmeter to control the alcohol concentration of the final use solution. The accepted limits should be fixed to  $\pm 5\%$  of the target concentration (75%–85% for ethanol).



3. The alcoholmeter shown in this information pamphlet is for use with ethanol; if used to control an isopropanol solution, a 75% solution will show 77% ( $\pm 1\%$ ) on the scale at 25°C.

## General information

Labelling should be in accordance with national guidelines and should include the following:

- Name of institution
- WHO-recommended handrub formulation
- For external use only
- Avoid contact with eyes
- Keep out of the reach of children
- Date of production and batch number
- Use: Apply a palmful of alcohol-based handrub and cover all surfaces of the hands. Rub hands until dry
- Composition: ethanol or isopropanol, glycerol and hydrogen peroxide
- Flammable: keep away from flame and heat

## Production and storage facilities:

- Production and storage facilities should ideally be air conditioned or cool rooms. No naked flames or smoking should be permitted in these areas.
- WHO-recommended handrub formulations should not be produced in quantities exceeding 50-litres locally or in central pharmacies lacking specialised air conditioning and ventilation.
- Since undiluted ethanol is highly flammable and may ignite at temperatures as low as 10°C, production facilities should directly dilute it to the above-mentioned concentration. The flashpoints of ethanol 80% (v/v) and of isopropyl alcohol 75% (v/v) are 17.5°C and 19°C, respectively.
- National safety guidelines and local legal requirements must be adhered to the storage of ingredients and the final product.
- Additional safety information is presented in Part B of this Guide.



## PART B: SUPPLEMENTARY TECHNICAL, SAFETY AND COST INFORMATION:

*Part B contains important safety and cost information and incorporates information from the WHO Guidelines on Hand Hygiene in Health Care (2009).*

### The case for alcohol-based handrubs in health care

At present, alcohol-based handrubs are the only known means for rapidly and effectively inactivating a wide array of potentially harmful microorganisms on hands.

#### WHO recommends alcohol-based handrubs based on the following factors:

1. Evidence-based, intrinsic advantages of fast-acting and broad-spectrum microbicidal activity with a minimal risk of generating resistance to antimicrobial agents;
2. Suitability for use in resource-limited or remote areas with lack of accessibility to sinks or other facilities for hand hygiene (including clean water, towels, etc.);
3. Capacity to promote improved compliance with hand hygiene by making the process faster, more convenient and immediately accessible at the point of patient care;
4. Economic benefit by reducing annual costs for hand hygiene, representing approximately 1% of extra-costs generated by health care-associated infection
5. Minimization of risks from adverse events because of increased safety associated with better acceptability and tolerance than other products.

(Source: WHO Guidelines on Hand Hygiene in Health Care 2009)

### Background to WHO alcohol-based handrub formulations

According to the available evidence on efficacy, tolerability and cost-effectiveness, WHO recommends using an alcohol-based handrub for routine hand antisepsis in most clinical situations. Health-care facilities currently using commercially-available handrubs, liquid soaps and skin care products sold in disposable containers should continue this practice, provided that the handrubs meet recognised standards for microbicidal efficacy (ASTM or EN standards) and are well accepted/tolerated by the health-care workers. It is obvious that these products should be regarded as acceptable, even if their contents differ from those of WHO-recommended formulations described within this document. WHO recommends the local production of the following formulations as an alternative when suitable commercial products are either unavailable or too costly.

To help countries and health-care facilities to achieve system change and adopt alcohol-based handrubs, WHO has identified formulations for their local preparation. Logistic, economic, safety, cultural and religious factors have all been carefully considered by WHO before recommending such formulations for use worldwide.

### Efficacy

It is the consensus opinion of a WHO expert group that WHO-recommended handrub formulations can be used both for hygienic hand antisepsis and for presurgical hand preparation.

### Hygienic handrub

The microbicidal activity of the two WHO-recommended formulations was tested by WHO reference laboratories according to EN standards (EN 1500). Their activity was found to be equivalent to the reference substance (isopropanol 60% v/v) for hygienic hand antisepsis.

### Presurgical hand preparation

Both WHO-recommended handrub formulations were tested by two independent reference laboratories in different European countries to assess their suitability for use for pre-surgical hand preparation, according to the European Standard EN 12791. Although formulation I did not pass the test in both laboratories and formulation II in only one of them, the expert group is, nevertheless, of the opinion that the microbicidal activity of surgical antisepsis is still an ongoing issue for research as due to the lack of epidemiological data there is no indication that the efficacy of n-propanol (propan-1-ol) 60% v/v as a reference in EN 12791 finds a clinical correlate. It is the consensus opinion of a WHO expert group that the choice of n-propanol is inappropriate as the reference alcohol for the validation process because of its safety profile and the lack of evidence-based studies related to its potential harmfulness for humans. Indeed, only a few formulations worldwide have incorporated n-propanol for hand antisepsis.

Considering that other properties of WHO recommended formulations, such as their excellent tolerability, good acceptance by health-care workers and low cost are of high importance for a sustained clinical effect, the above results are considered acceptable and it is the consensus opinion of a WHO expert group that the two formulations can be used for surgical hand preparation. Institutions opting to use WHO-recommended formulations for surgical hand preparation should ensure that a minimum of three applications are used, if not more, for a period of 3–5 minutes. For surgical procedures of more than 2 hours duration, ideally surgeons should practise a second handrub of approximately 1 minute, even though more research is needed on this aspect.

### Key lessons learned from around the world

Many settings around the world successfully undertook local production of the two WHO-recommended formulations. Throughout Part B, additional information is presented where relevant, in table form, based on feedback from 11 sites located in Bangladesh, Costa Rica, Egypt, Hong Kong SAR, Kenya, Mali, Mongolia, Pakistan (two sites), Saudi Arabia, and Spain. Further, detailed information is available within the WHO Guidelines on Hand Hygiene in Health Care (2009)

## Composition of alcohol-based formulations for in-house/local production

The choice of components for WHO handrubs takes into account both cost constraints and microbiological efficacy. The procurement of raw ingredients will be influenced by the availability of sub-standard materials on the market and it is important to select local sources with care.

The following two alcohol-based handrub formulations are recommended for preparation in-house or in a local production facility, up to a maximum of 50 litres:

### Formulation 1

To produce final concentrations of ethanol 80% v/v, glycerol 1.45% v/v, hydrogen peroxide ( $H_2O_2$ ) 0.125% v/v.

### Formulation 2

To produce final concentrations of isopropyl alcohol 75% v/v, glycerol 1.45% v/v, hydrogen peroxide ( $H_2O_2$ ) 0.125% v/v:

Only pharmacopoeial quality reagents should be used (e.g. The International Pharmacopoeia) and not technical grade products.

## Raw materials:

While alcohol is the active component in the formulations, certain aspects of other components should be respected. All raw materials used should be preferably free of viable bacterial spores. The raw materials for inclusion/consideration are listed in the table below:

<b><math>H_2O_2</math></b>	<ul style="list-style-type: none"> <li>The low concentration of <math>H_2O_2</math> is intended to help eliminate contaminating spores in the bulk solutions and recipients and is not an active substance for hand antisepsis.</li> <li><math>H_2O_2</math> adds an important safety aspect, however the use of 3–6% for the production might be complicated by its corrosive nature and by difficult procurement in some countries.</li> <li>Further investigation is needed to assess <math>H_2O_2</math> availability in different countries as well as the possibility of using a stock solution with a lower concentration.</li> </ul>
<b>Glycerol and other humectants or emollients</b>	<ul style="list-style-type: none"> <li>Glycerol is added as a humectant to increase the acceptability of the product.</li> <li>Other humectants or emollients may be used for skin care, provided that they are affordable, available locally, miscible (mixable) in water and alcohol, non-toxic, and hypoallergenic.</li> <li>Glycerol has been chosen because it is safe and relatively inexpensive. Lowering the percentage of glycerol may be considered to further reduce stickiness of the handrub.</li> </ul>
<b>Use of proper water</b>	<ul style="list-style-type: none"> <li>While sterile distilled water is preferred for making the formulations, boiled and cooled tap water may also be used as long as it is free of visible particles.</li> </ul>
<b>Addition of other additives</b>	<ul style="list-style-type: none"> <li>It is strongly recommended that no ingredients other than those specified here be added to the formulations.</li> <li>In the case of any additions, full justification must be provided together with documented safety of the additive, its compatibility with the other ingredients, and all relevant details should be given on the product label.</li> </ul>
<b>Gelling agents</b>	<ul style="list-style-type: none"> <li>No data are available to assess the suitability of adding gelling agents to WHO-recommended liquid formulations, but this could increase potentially both production difficulties and costs, and may compromise antimicrobial efficacy.</li> </ul>
<b>Fragrances</b>	<ul style="list-style-type: none"> <li>The addition of fragrances is not recommended because of the risk of allergic reactions.</li> </ul>

All handrub containers must be labelled in accordance with national and international guidelines.

Procurement of components: key learning from around the world (based on feedback from the field)	
<b>Ethanol</b>	Easier to procure from local suppliers due to cost in some countries. <ul style="list-style-type: none"> <li>Can be derived from sugar cane or wheat.</li> <li>Subject to licensing restrictions and strict record-keeping – an important consideration prior to embarking on production.</li> </ul>
<b>Isopropyl</b>	Easier to procure in some countries.
<b>Glycerol</b>	Produced by local suppliers in most cases.
<b>Hydrogen peroxide</b>	Difficulties sourcing satisfactory H <sub>2</sub> O <sub>2</sub> resulted in the need to import in five sites.

## Production and storage

Manufacture of WHO-recommended handrub formulations is feasible in central pharmacies or dispensaries. Whenever possible and according to local policies, governments should encourage local production, support the quality assessment process, and keep production costs as low as possible. Special requirements apply for the production and stock piling of the formulations, as well as for the storage of the raw materials.

Because undiluted ethanol is highly flammable and may ignite at temperatures as low as 10°C, production facilities should directly dilute it to the concentrations detailed within this guide. (Refer to *Summary table of risks and mitigation measures concerning the use of alcohol-based hand hygiene preparations*)

WHO is exploring the development of additional guidance on large-scale production to facilitate scale-up.

Production facilities and personnel: key learning from around the world (based on feedback from the field)	
<b>Who are the main producers?</b>	<ul style="list-style-type: none"> <li>Qualified pharmacists.</li> </ul>
<b>How much is produced?</b>	<ul style="list-style-type: none"> <li>10 litres to 600,000 litres per month was produced in test-sites.</li> </ul>
<b>Where does production occur?</b>	<ul style="list-style-type: none"> <li>Hospital pharmacy.</li> <li>National drug companies.</li> </ul>
<b>Production equipment</b>	<ul style="list-style-type: none"> <li>Plastic, stainless steel and glass containers were used for mixing.</li> </ul>
<b>Dispensers for final product</b>	<ul style="list-style-type: none"> <li>Ranges used: <ul style="list-style-type: none"> <li>100 ml pocket bottles</li> <li>385 ml bottles</li> <li>500 ml wall-mounted dispensers</li> <li>1 litre wall mounted bottles or bags</li> </ul> </li> </ul>
<b>Sources of dispensers</b>	<ul style="list-style-type: none"> <li>Local sourcing can prove problematic, some countries had success working with local private sector suppliers.</li> </ul>

## Storage volumes:

Special requirements are applicable for the production and storage of the formulations, as well as the storage of the primary products. The quantity of locally-produced WHO handrub should not exceed 50 litres, or possibly less if regulated by local and/or national guidelines and regulations.

## Cleansing and disinfection process for reusable handrub bottles:

1. Bring empty bottles to a central point for reprocessing by standard operational protocols;
2. Wash bottles thoroughly with detergent and tap water to eliminate any residual liquid;
3. If heat-resistant, thermally disinfect bottles by boiling in water. Whenever possible, thermal disinfection should be chosen in preference to chemical disinfection. The latter may increase costs and introduces an extra step to flush out the remains of the disinfectant. Chemical disinfection should include soaking the bottles in a solution containing 1000 ppm of chlorine for a minimum of 15 minutes and then rinsing with sterile/cooled boiled water;
4. After thermal or chemical disinfection, leave bottles to dry completely upside-down in a bottle rack. Dry bottles should be closed with a lid and stored, protected from dust, until use.

## Quality Control:

If concentrated alcohol is obtained from local production, verify the alcohol concentration and make the necessary adjustments in volume to obtain the final recommended concentration. An alcoholmeter can be used to control the alcohol concentration of the final use solution; H<sub>2</sub>O<sub>2</sub> concentration can be measured by titrimetry (oxydo-reduction reaction by iodine in acidic conditions). A higher level quality control can be performed using gas chromatography and the titrimetric method to control the alcohol and the hydrogen peroxide content, respectively. Moreover, the absence of microbial contamination (including spores) can be checked by filtration, according to the European Pharmacopeia specifications.

Quality control: key learning from around the world (based on feedback from the field)	
<b>Method</b>	<ul style="list-style-type: none"> <li>Local alcoholmeters used in majority of sites.</li> <li>Seven sites sent samples to the University of Geneva Hospitals, Geneva, Switzerland, for quality checks by gas chromatography and the titrimetric method to control the alcohol and the hydrogen peroxide content.</li> </ul>
<b>Addition of fragrance</b>	<ul style="list-style-type: none"> <li>Quality was optimal for three formulations in which either a fragrance or special humectants were added to WHO formulation I.</li> </ul>
<b>Extremes of climate</b>	<ul style="list-style-type: none"> <li>Samples from Mali, which were kept in a tropical climate without air conditioning or special ventilation, were in accordance with the optimal quality parameters in all samples up to 19 months after production.</li> </ul>

## Distribution

To avoid contamination with spore-forming organisms, disposable bottles should preferably be used although reusable sterilizable bottles may reduce production costs and waste management. To prevent evaporation, containers should have a maximum capacity of 500 ml on ward and 1 litre in operating theatres, and ideally fit into a wall dispenser. Leakage-free pocket bottles with a capacity of no more than 100 ml should also be available and distributed individually to health-care workers, but it should be emphasized that the use of these products should be confined to health care only. The production or re-filling unit should follow norms on how to clean and disinfect the bottles (e.g. autoclaving, boiling, or chemical disinfection with chlorine). Autoclaving is considered the most suitable procedure. Reusable bottles should never be refilled until they have been completely emptied and then cleansed and disinfected.

### Cleaning and recycling: key learning from around the world (based on feedback from the field)

#### Cleaning and recycling of dispensers

- The cleaning and recycling process outlined in this document was applied in six sites. Methods used for disinfection varied and included treatment with chlorine or alcohol.

## Cost issues:

The costs of WHO handrub formulations may vary according to country, resources and labour costs; studies to evaluate costs and resource use are necessary. As a comparison, examples of actual prices of commercially available alcohol-based handrubs in different countries are detailed within the Guidelines.

### Costs: Key learning from around the world (based on feedback from the field)

#### Production cost (including salaries but not the dispenser) per 100 ml

##### Formulation 1:

- US\$ 0.37 (Kenya)
- US\$ 0.30 (Mali)

##### Formulation 2:

- US\$ 0.30 (Bangladesh).

#### Production cost (including the pocket bottle) per 100 ml

##### Formulation 1:

- US\$ 0.50 (Hong Kong)

##### Formulation 2:

- US\$ 0.44 (Pakistan)

#### Range of cost of commercially available products per 100 ml

- US\$ 2.50–5.40 (liquid)
- US\$ 8 (gel)

## Safety Standards

With regard to skin reactions, handrubbing with alcohol based solutions is better tolerated than handwashing with soap and water. In a recent study conducted among ICU health-care workers, the short-term skin tolerability and acceptability of WHO-recommended handrub formulations were significantly higher than those of a reference product. Any additive should be as non-toxic as possible in case of accidental or intentional ingestion.

## General Safety Issues:

The main safety issues relate to the flammability of alcohol-based handrubs and the adverse effects associated with accidental or deliberate ingestion. These are summarised in the *Summary table of risks and mitigation measures concerning the use of alcohol-based hand hygiene preparations*.

## Flammability – Flash-points:

The flash points of ethanol 80% (v/v) and isopropyl alcohol 75% (v/v) are 17.5°C and 19°C, respectively, and special attention should be given to proper storage in tropical climates. Production and storage facilities should be ideally air-conditioned or cool rooms. Open flames and smoking must be strictly prohibited in production and storage areas. Pharmacies and small-scale production centres supplying WHO-recommended handrub formulations are advised not to manufacture locally batches of more than 50 litres at a time.

## Accidental ingestion:

In general, it is not recommended to add any bittering agents to reduce the risk of ingestion of the handrubs. Nevertheless, in exceptional cases where the risk of ingestion might be very high (paediatric or confused patients), substances such as methylethylketone and denatonium benzoate, added to some household products to make them less palatable, may be added to alcohol-based handrubs in order to reduce the risk of accidental or deliberate ingestion. However, there is no published information on the compatibility and deterrent potential of such chemicals when used in alcohol-based handrubs to discourage their abuse. It is important to note that such additives may make the products toxic and add to production costs. In addition, the bitter taste may be transferred from hands to food being handled by individuals using handrubs containing such agents. Therefore, compatibility and suitability, as well as cost, must be carefully considered before deciding on the use of such bittering agents.

A colorant may be incorporated to differentiate the handrub from other fluids as long as such an additive is safe and compatible with the essential components of the handrubs. However, the H<sub>2</sub>O<sub>2</sub> in the handrubs may tend to fade any colouring agent used and prior testing is recommended.



### Summary table of risks and mitigation measures concerning the use of alcohol-based hand hygiene preparations

Risk	Mitigation	Risk	Mitigation
<b>Fire – general</b>	<ul style="list-style-type: none"> <li>Do not produce in quantities exceeding 50 litres locally. If producing in excess of 50 litres, produce only in central pharmacies with specialized air conditioning and ventilation.</li> <li>Since undiluted ethanol is highly flammable production facilities should directly dilute it to the concentrations outlined in this Guide.</li> <li>Involve fire officers, fire safety advisers, risk managers, and health and safety and infection control professionals in risk assessments prior to embarking on system change</li> <li>Risk assessment should take into account: <ul style="list-style-type: none"> <li>The location of dispensers</li> <li>The storage of stock</li> <li>The disposal of used containers/ dispensers and expired stock.</li> </ul> </li> <li>Store away from high temperatures or flames</li> <li>Water or aqueous (water) film-forming foam (AFFF) should be used in case of fire; other types of extinguishers may be ineffective and may spread the fire over a larger area rather than put it out.</li> <li>Health-care workers should be advised to rub hands until dry (once dry – hands are safe).</li> </ul>	<b>Fire – storage (local)</b>	<ul style="list-style-type: none"> <li>The quantity of handrub kept in a ward or department should be as small as is reasonably practicable for day-to-day purposes.</li> </ul>
		<b>Fire – disposal</b>	<ul style="list-style-type: none"> <li>Rinse out used containers with copious amounts of cold water to reduce the risk of fire (the containers may then be recycled or disposed of in general waste).</li> </ul>
		<b>Fire – location of dispensers</b>	<ul style="list-style-type: none"> <li>Handrub dispensers should not be placed above or close to potential sources of ignition, such as light switches and electrical outlets, or next to oxygen or other medical gas outlets (because of the increased risk of vapours igniting).</li> </ul>
		<b>Fire – spillage</b>	<ul style="list-style-type: none"> <li>Significant spillages should be dealt with immediately by removing all sources of ignition, ventilating the area, and diluting the spillage with water (to at least 10-times the volume).</li> <li>The fluid should then be absorbed by an inert material such as dry sand (not a combustible material such as sawdust), which should be disposed of in a chemical waste container.</li> <li>Vapours should be dispersed by ventilating the room (or vehicle), and the contaminated item should be put in a plastic bag until it can be washed and/or dried safely.</li> </ul>
<b>Fire – production and storage (central)</b>	<ul style="list-style-type: none"> <li>Local and central (bulk) storage must comply with fire regulations regarding the type of cabinet and store, respectively.</li> <li>Production and storage facilities should ideally be air-conditioned or cool rooms.</li> <li>No naked flames or smoking should be permitted in these areas.</li> <li>National safety guidelines and local legal requirements must be adhered to for the storage of ingredients and the final product.</li> <li>Containers/dispensers should be stored in a cool place and care should be taken regarding the securing of tops/lids.</li> <li>A designated 'highly flammables' store will be required for situations where it is necessary to store more than 50 litres.</li> <li>Containers and dispenser cartridges containing handrub should be stored in a cool place away from sources of ignition. This applies also to used containers that have not been rinsed with water.</li> </ul>	<b>Ingestion</b>	<ul style="list-style-type: none"> <li>In areas where there is thought to be a high risk of ingestion, a staff-carried product is advised.</li> <li>If a wall-mounted product is used, consideration should be given to small bottles.</li> <li>If bottles with a greater capacity than 500 ml are used, consideration should be given to providing them in secured containers.</li> <li>Product containers may be labelled simply as "antimicrobial handrubs" with a warning of dangers associated with ingestion.</li> <li>National and local toxicology specialists should be involved in developing and issuing national/ local guidance on how to deal with ingestion (based on products available within a country).</li> </ul>
		<b>Other</b>	<ul style="list-style-type: none"> <li>Consideration should be given to the risks associated with spillage onto floor coverings, including the risk of pedestrian slips – it is important to deal with spillages immediately.</li> <li>The siting of handrub dispensers above carpets is not recommended, because of the risk of damage and lifting/warping of carpets.</li> </ul>