

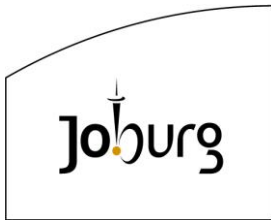
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

1. MBD1 - Part A
 - 1.1 Invitation to Bid
 - 1.2 Bidder information
 - 1.3 Joint Venture Certificate
 - 1.4 Consortium Certificate
 - 1.5 Subcontracting Certificate
 - 1.6 Partnership Certificate

2. MBD 1 - Part B
 - 2.1 Important Notice
 - 2.2 Conditions of Bid
 - 2.3 Terms and Conditions of Bid – Tax Compliance Requirements
 - 2.4 Tax Matters
 - 2.5 General Terms and Conditions of the Contract

3. Section 1
 - 3.1 Conditions of Award

4. Section 2
 - 4.1 Bid specifications / terms of reference
 - 4.2 Form of Bid
 - 4.3 Proposal Price Adjustment



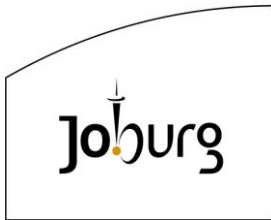
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5. Section 3

5.1	Invitation to bid	MBD 1
5.2	Price Adjustments -a non-firm prices subject to escalation	MBD 3.2
5.3	Declaration of interest	MBD 4
5.4	Preference Points Claim Form	MBD 6.1
5.5	Declaration of Supply Chain Practices	MBD 8
5.6	Certificate of Independent Bid Determination	MBD 9
5.7	Declaration of municipal accounts	
5.8	Declaration in Terms of terms of Regulation 21 of the Municipal Supply Chain Management Regulations	MBD 10

6. Section 4

6.1	Technical data, omissions, variations and company details.	
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BID NO: COJ/HLT001/23-24.

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

MBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR [REQUIREMENTS] OF THE CITY OF JOHANNESBURG					
BID NUMBER:	COJ/HLT001/23-24	CLOSING DATE:	19 JANUARY 2024	CLOSING TIME:	10:30AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

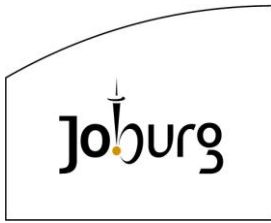
GROUND FLOOR, METROPOLITAN CENTRE
 158 CIVIC BOULEVARD
 BRAAMFONTEIN, JOHANNESBURG.

COMPULSORY BRIEFING SESSION

DATE: 07 DECEMBER 2023
TIME: 10:00AM
VENUE: ALPHEN SQUARE NORTH, CNR OF 16TH & GEORGE ROAD HEALTH DEPARTMENT, RANDJIESPARK, REGION A

SUPPLIER INFORMATION

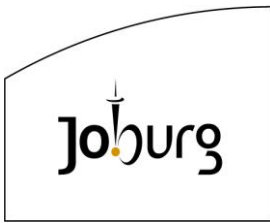
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					



BID NO: COJ/HLT001/23-24.

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E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES AND TECHNICAL INFORMATION MAY BE DIRECTED TO:			
DEPARTMENT	HEALTH	CONTACT PERSON	JAN VAN NIEKERK
EMAIL ADDRESS	Janv@joburg.org.za		

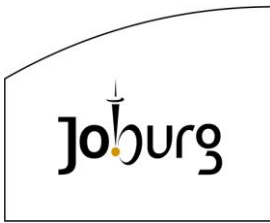


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BUSINESS STRUCTURE	
Individual	
Joint Venture	
Company	
Consortium	
Sub – Contractor	
Other	
If individual	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business Address [not postal address]	
Telephone	

Initial



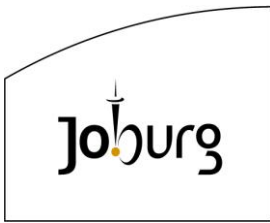
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E-mail address	
COMPANY	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If Joint Venture	
Name of Bidder	
Contact Person	
Registration number	
Vat number	

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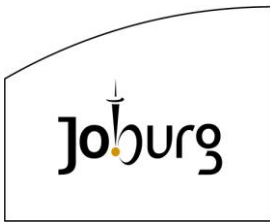


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CIDB number	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If consortium	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
Business address [not postal address]	
Telephone	
E-mail address	

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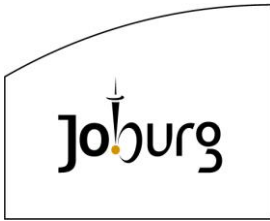


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If subcontracting	
Name of Sub-contractor	
Contact Person	
Registration number	
Vat number	
CIDB registration	
CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	
If other	
Name of Bidder	
Contact Person	
Registration number	
Vat number	
CIDB number	

Initial



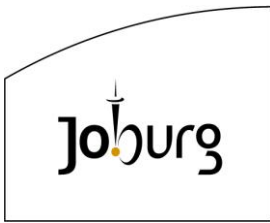
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CSD registration number	
Business address [not postal address]	
Telephone	
E-mail address	

MUNICIPAL DETAILS	
SUPPLIER NUMBER [if applicable]	

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

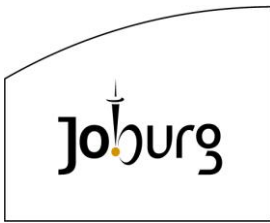
JOINT VENTURE CERTIFICATE

We, the undersigned member firms in the Joint Venture _____
[Name of the Joint Venture], hereby authorize Mr./Ms. _____ to
sign this bid document as well as any contract resulting from bid number
_____ and any other documents and correspondence in connection with
this bid and/or contract for and on behalf of the Joint Venture.

NAME OF THE MEMBER FIRM(S)	REPRESENTATIVE OF THE FIRM	DESIGNATION OF THE REPRESENTATIVE OF THE FIRM	SIGNATURE

NOTE: A copy of the Joint Venture Agreement, Joint Venture Certificate indicating the percentage contribution of each firm to the Joint Venture and the allocation of responsibilities and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

Initial



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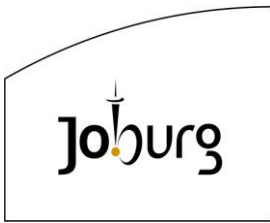
CONSORTIUM CERTIFICATE

We, the undersigned consortium partners, hereby authorize _____ [Name of entity] to act as lead consortium partner and further authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

CONSORTIUM PARTNER	FULL NAME OF CONSORTIUM MEMBER	PARTICIPATION %	SIGNATURE

NOTE: A copy of the Consortium Agreement, Consortium Certificate indicating the allocation of responsibilities of consortium partner to the Consortium and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

Initial



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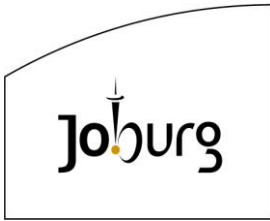
SUBCONTRACTING CERTIFICATE

I/We, the undersigned bidder undertake to subcontract _____% of the total bidding value to the below subcontractor/s.

<i>NAME OF SUBCONTRACTOR</i>	<i>CONTACT MEMBER OF THE SUB CONTRACTOR</i>	<i>% TO BE SUBCONTRACTED</i>	<i>SIGNATURE</i>

NOTE: A copy of the Subcontract Agreement indicating the allocation of responsibilities of each subcontractor must be attached.

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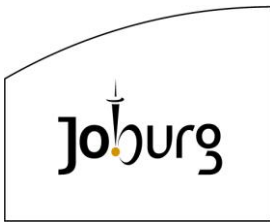
PARTNERSHIP CERTIFICATE

We, the undersigned partners in the business trading as _____ hereby authorize Mr./Ms. _____ to sign this offer as well as any contract resulting from bid number _____ and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the abovementioned partnership.

<i>NAME OF PARTNER</i>	<i>IDENTITY NO.</i>	<i>OWNERSHIP %</i>	<i>SIGNATURE</i>

NOTE: A copy of the Partnership Agreement indicating the allocation of responsibilities of each partner to the Partnership and the resolution authorizing the above-mentioned person to sign all relevant documents must be attached.

Initial



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MBD 1 – PART B

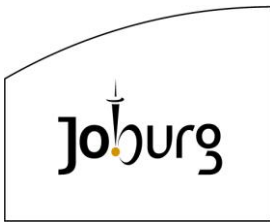
1. IMPORTANT NOTICE

A bidder is required to take notice of the following in the preparation and submission of this bid.

THIS IMPORTANT NOTICE APPLIES TO THE BID AS A WHOLE AND MUST BE READ AS PART OF EVERY SECTION AND ANNEXURE TO THIS BID DOCUMENT.

- 1.1. The bidder must read this bid document diligently and where possible take advice or refer to the relevant legislation and regulation applicable to procurement.
- 1.2. The bid document must be completed in black ink and in full, correctly and truthfully. Provided that it's not relevant to the bidder, it must be marked "N/A".
- 1.3. Bid documents must be sealed when submitted. The submission must be delivered at the correct address as it reads from this bid document on or before the closing date and before the closing time. The correct time to be used will be Telkom time. No submission shall be accepted other than in the manner described in this paragraph.
- 1.4. Information requested must be provided. Such information must be genuine. Should information be a copy of the original, such copy must be certified and commissioned as the true copy of the original in terms of the relevant laws.
- 1.5. Documents requested [including those under "returnable documents" under specifications / terms of reference] must be attached at the end of that particular annexure requesting such information. Should the information exceed the provided space, an addendum must be attached at the end of that particular annexure requesting such information.
- 1.6. Any requirement for signature must be signed at the appropriate space provided. It shall be deemed that the signatory is the bidder or a duly authorized person of the bidder.
- 1.7. The briefing session **must** be attended if compulsory. If not, the municipality highly recommends that the briefing session be attended.
- 1.8. **Error/s made must be scratched and signed next to the error by the same person who signs the bid document. Therefore, no tipex is allowed. In addition, error/s made and relating to price must be accompanied by a letter [in the bidder's letterhead] pointing out the error made and acknowledging that it is his or her signature and was signed by the bidder for reasons of correcting the error.**
- 1.9. The bid may be rejected in the event that the bidder:
 - 1.9.1. fails to complete fully this bid document or to provide the information requested, or to sign the bid at the appropriate spaces provided or next to errors, his/her/its bid may be rejected due to non-compliance or being invalid;

Initial

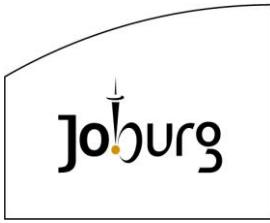


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- 1.9.2. is found to be a role player or commits criminal act/s including fraud, price rigging, corruption, collusion, or forgery, the bidder shall be rejected. In the case of an award already made, the award or contract shall be terminated; or
- 1.9.3. any of its director/s or those of the subcontractor/s or partner/s:
 - 1.9.3.1. owe municipal charges and is in arrears for more than 3 (three) months;
 - 1.9.3.2. had during the last 5 (five) years failed to perform satisfactorily on previous contract with the municipality or municipal entity or organ of the state after written notice was given to perform satisfactorily;
 - 1.9.3.3. abused the supply chain management of the municipality or municipal entity or committed an improper conduct;
 - 1.9.3.4. has been listed in the register of tender defaulters; or
 - 1.9.3.5. if any of the bidder's principals are in the service of the state.
- 1.10. Any steps taken because the bidder has failed to comply as provided in terms of this important notice or breached terms and conditions of the bid, shall not prevent the municipality from taking any steps available in law in addition to the remedies taken because of non-compliance or breach.
- 1.11. **Failure to take note of the advice and recommendations made under this important notice, shall be at the bidder's own risk.**
- 1.12. This bid will be subject to public adjudication and notice of the date and time of the sitting shall be published on the Municipality's website.
- 1.13. Bid documents must be collected at the stipulated address, date and time as advertised, or downloaded from the appropriate websites.
- 1.14. Bid documents will be opened after the closing time and all bidders and their prices will be published on the municipality's website.
- 1.15. The bid award shall be published in the municipal websites.
- 1.16. **BID SUBMISSION:**
 - 1.16.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
 - 1.16.2. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
 - 1.16.3. The successful bidder will be required to sign a written service level agreement.
- 1.17. The City of Johannesburg reserves the right to source information from various sources to verify the information provided by the bidder in this bid and to enable the City to assess the bidder's financial stability and viability, and record of business conduct. The information to be sourced may include information relevant for the verification of all the information submitted by the bidder in this bid and any other information that may

Initial



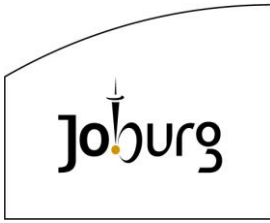
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reasonably be deemed necessary to enable the City's verification and assessment, including the following:

1. Commercial risk ratings,
 2. Whether the bidder honours commitments with suppliers and/or customers.
 3. Trade references.
 4. Company statutory information.
 5. Bidder's current address.
 6. Tax information.
 7. Bidder certification by international or local standard setting bodies and/or verification agencies.
 8. Shareholding (shares and/or financial instruments held in and/or by the bidder),
 9. Whether the bidder has relevant capacity (resources, infrastructure etc.) to execute the contract,
 10. Annual Financial Statements, or information included therein.
 11. Property interests of the bidder and principals.
 12. Judgements, and default listings of the bidder and principals, as well as debt review of principals.
 13. Business rescue, liquidation of bidder and sequestration of principals.
 14. Principals, including their shareholdings and/or business interests in the bidder and other entities as well as current interests.
- 1.18. The City may source the information directly from the sources, or make use of agents to source the information on its behalf.
- 1.19. **Consent form in terms of section 11 of the Protection of Personal Information Act, 2013 ("POPIA")**
- 1.19.1. In order for the City to consider the bidders response, it will be necessary for the City to process certain personal information which the bidder may share with the City for the bid submission, including personal information – which may include special personal information ("personal information"). Personal information will be processed by the City for the purposes of assessing the bidder's submission in relation to the bid. The City may also share the bidder's personal information with third parties to carry out verification and background checks, where necessary. In this regard, the bidder acknowledges that the City's authorized verification agent/s and service provider/s will access the personal information.

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1.19.2. By ticking yes, and signing below, the bidder agrees and voluntarily consents to the City processing the bidder's personal information for the purpose of evaluating its submission, including to confirm and verify any information provided in the submission and the bidder gives the City permission to do so. The bidder agrees that the personal information may be disclosed by the City to third parties. The bidder understands that it is free to withdraw its consent on written notice to the City, however if consent is not given or is withdrawn, the City may be unable to process the bid submission.

Please tick one:

Yes

No

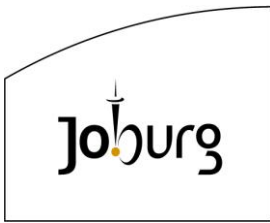
Signature

Date

Capacity

Name of Bidder

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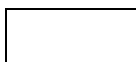


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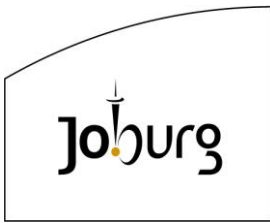
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2 CONDITIONS OF BID

- 2.1. No bid will be accepted from persons in the service of the state as defined in the Municipal Finance Management Act and Regulations.
- 2.2. The bid terms and conditions remain binding to the bidder throughout the contracting period.
- 2.3. A consideration of this bid is subject to governing legislation, including those relating to B-BBEE, the City's development goals, Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations as amended.
- 2.4. That the tender may not necessarily be awarded to the bidder scoring the highest points.
- 2.5. The bidder is prohibited from participating in any form of price manipulation or bid rigging including those in MBD 9. If found, the bidder will be disqualified, or award be terminated.
- 2.6. Negotiations will only be conducted with selected bidder/s where necessary.
- 2.7. An award may be made to more than one bidder.
- 2.8. If considered necessary, the municipality reserves the right to visit the bidder's place of business and/or its customers.
- 2.9. The specifications are the copyright of the municipality.
- 2.10. The municipality reserves the right to cancel the requests for bids at any time or stage before the award or not to accept any bid.
- 2.11. Should it be found that the bidder has not been truthful and/or dishonest, then municipality shall cancel the award and negotiate with the next acceptable bidder.
- 2.12. All bids will be treated as confidential to the extent that the Municipality is required by law to publish or make information in the bid available to a third party.
- 2.13. Any dispute arising out of or relating to the bid must first be referred to the Accounting Officer for resolution.



Initial



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2.14. Remedies

- (1) If an organ of state is of the view that a tenderer submitted false information regarding a specific goal, the City of Johannesburg will —
 - (a) inform the tenderer accordingly; and
 - (b) give the tenderer an opportunity to make representations within 14 days as to why the tender may not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.
- (2) After considering the representations referred to in subparagraph (2.14) (b), the City of Johannesburg may, if it concludes that such information is false—
 - (a) disqualify the tenderer or terminate the contract in whole or in part; and
 - (b) if applicable, claim damages from the tenderer.

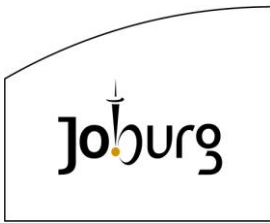
2.15. The tender may be divisible and be awarded to more than one bidder.

2.16. The City reserves the right to award the bid in full, partially or not at all.

3. TERMS AND CONDITIONS FOR BIDDING [Part B – Tax Compliance Requirements]

- 3.1. Bidders must ensure compliance with their tax obligations.
- 3.2. Bidders are required to submit their unique personal identification number (PIN) issued by the South Africa Revenue Services (SARS) to enable the organ of state to view the taxpayer's profile and tax status.
- 3.3. Application for the tax compliance certificate (TCC) 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.
- 3.4. Foreign suppliers must complete the pre-award questionnaire in 3.7 below.
- 3.5. Bidders may also submit a printed TCC certificate together with the bid. In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCC certificate / PIN and CSD number.
- 3.6. Where no TCC is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.

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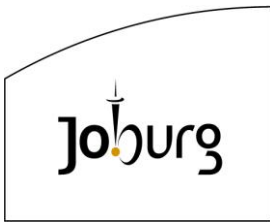


APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

3.7. **If the answer is “no” to all of the below, then it is not a requirement to register for a tax compliance status system pin code from SARS and if not register as per 3.3 above.**

Question	Yes	No
Is the entity a resident of the republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		

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4. TAX MATTERS

It is a condition of the bid that the taxes of the successful bidder must be in order as at the date of award, or that satisfactory arrangements have been made with SARS to meet the bidder's tax obligations as at the date of award. The annexure must be read in conjunction with the important notice.

- 4.1. The bidder must submit the tax compliance status PIN / CSD in order to enable the verification of the tax status of the bidder.
- 4.2. The bidder, upon being called to, must submit a valid Tax Clearance Certificate issued by any SARS branch office in order to determine tax compliance. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4.3. The tax affairs of the bidder, as at the date of award, must be tax compliant.
- 4.4. Provided that the bid has Consortia / Joint Ventures / Sub-contractors involved, the conditions in 4.2 and 4.3 above equally apply to each member of the Consortia / Joint Ventures / Sub-contractor.

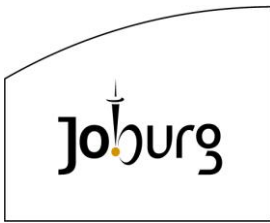
Signature

Date

Capacity

Name of Bidder

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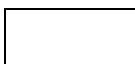
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

5. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

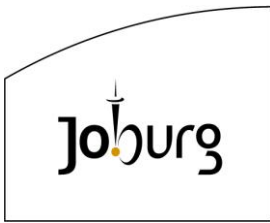
- a) In this document words in the singular also refer to the plural and *vice versa* and words in the masculine also mean in the feminine and neuter.
- b) The General Conditions of Contract (GCC) will form part of all bid documents and may not be amended.
- c) Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the GCC. Whenever there is a conflict, the provisions in the SCC shall prevail.
- d) Wherever the following words appear, they will have interchangeable meaning: "purchaser" refers to the "municipality" and "supplier" refers to the "bidder".

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 anything 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.

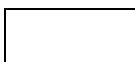


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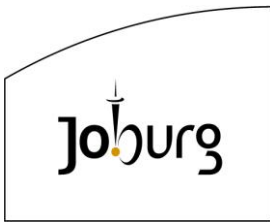


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- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially 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 markets 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



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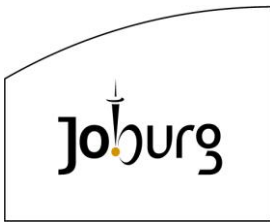
freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 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.

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3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are, in addition to the purchaser's website and/or newspapers, are 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.

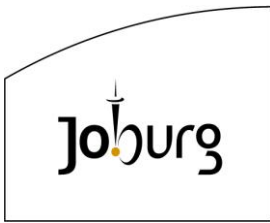
4. Standards

- 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.

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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 30 (thirty) 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.

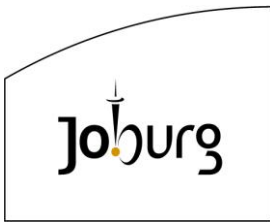
7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(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 30 (thirty) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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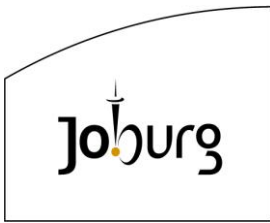


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8. Inspections, tests and analysis

- 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 purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall 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.

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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

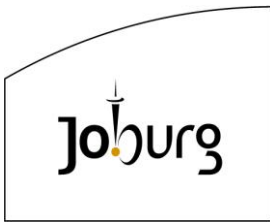
10.1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

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.

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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:

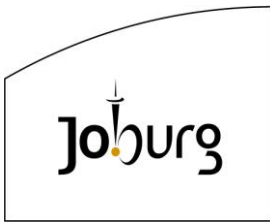
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (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 supplier 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:

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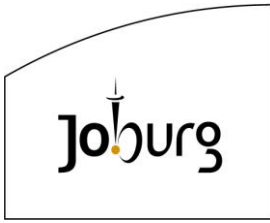
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- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare 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.
- 15.2. 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.
- 15.3. This warranty shall remain valid for 12 (twelve) 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 18 (eighteen) 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.
- 15.4. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.5. 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.

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15.6. 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.

16. Payment

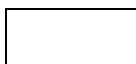
- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than 30 (thirty) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

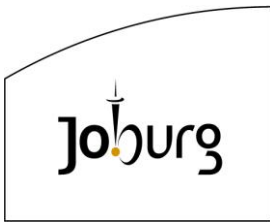
- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may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

18. Contract amendments

- 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.



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19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

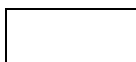
21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s).

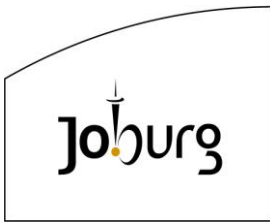
21.3. As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.4. 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.

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



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- 21.6. 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.
- 21.7. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.

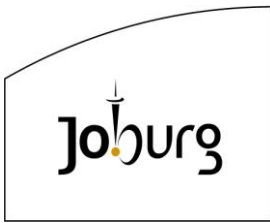
22. Penalties

- 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;

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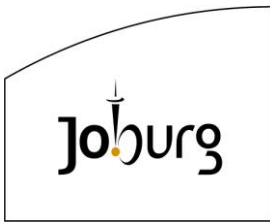


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- (b) if the supplier fails to perform any other obligation(s) under the contract; if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event 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 (ten) 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 14 (fourteen) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 14 (fourteen) 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 5 (five) 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.

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BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

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 5 (five) years and not more than 10 (ten) 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

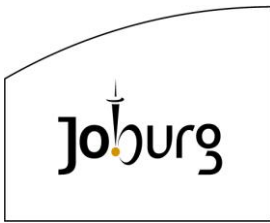
24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

24.2. 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

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APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of a *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.

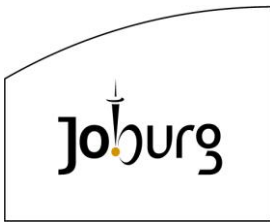
27.2. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced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

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APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

- (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.
- 27.6. 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.

28. Governing language

- 28.1. 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.

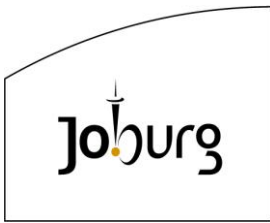
29. Applicable law

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

30. Notices

- 30.1. 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.

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BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

30.2. 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.

31. Taxes and duties

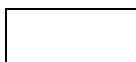
- 31.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 31.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 31.3. No contract shall be awarded to any bidder whose tax matters are not in order. A tax clearance certificate must be submitted and if a copy, such must be certified as the true copy of the original. Revenue Services.

32. National Industrial Participation (NIP) Programme

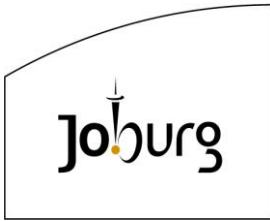
32.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

33. Prohibition of Restrictive practices

- 33.1. 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).
- 33.2. 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.



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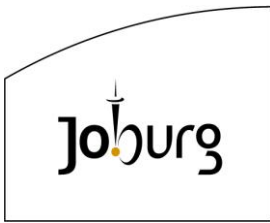


BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

33.3. 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.

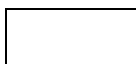
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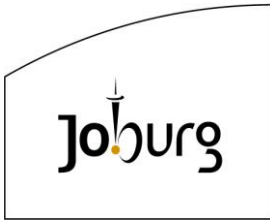
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

SECTION 1

1.1	CONDITIONS OF AWARD Notwithstanding the suppliers' proposal being recommended for award, an award shall not be made to a supplier whose:
1.1.1	Tax matters are not in order, as confirmed in terms of the National Treasury's Centralized Supplier Database (CSD) and/or SARS.
1.1.2	Municipal Rates and Taxes of the bidder and that of its Directors is in arrears for more than 3 (three) months and there are no arrangements made with the relevant Municipality.
1.1.3	Directors and Principal members are in the Service of the State as defined in Regulation 1, of the Municipal Supply Chain Management Regulations.
1.1.4	Name (of the bidder or that of its directors) appear on the National Treasury's database of Restricted Suppliers.



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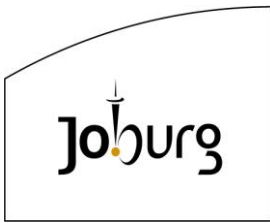
BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

SECTION 2

TERMS OF REFERENCE
PLEASE REFER TO APPENDIX "A"
AT THE BACK OF THE DOCUMENT.

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BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

FORM OF BID

NB. ERROR/S OR ALTERATION/S MADE MUST BE SCRATCHED AND SIGNED NEXT TO THE ERROR OR ALTERATION BY THE SAME PERSON WHO SIGNS THE BID DOCUMENT. THEREFORE, NO TIPEX IS ALLOWED. IN ADDITION, ERROR/S OR ALTERATION/S MADE RELATING TO PRICE MUST BE ACCOMPANIED BY A LETTER [IN THE BIDDER'S LETTERHEAD] POINTING OUT THE ERROR ALTERATION MADE AND ACKNOWLEDGING THAT IT IS THE DELEGATED SIGNATORY AND WAS SIGNED BY THE BIDDER FOR REASONS OF CORRECTING THE ERROR.

IN THE EVENT THAT THE BIDDER FAILS TO FULLY COMPLETE THIS FORM OF BID OR TO PROVIDE THE INFORMATION REQUESTED, OR TO SIGN THE BID AT THE APPROPRIATE SPACES PROVIDED OR NEXT TO ERRORS, THE BID WILL BE REJECTED AS NON-RESPONSIVE.

BIDDERS TO FILL IN THE FOLLOWING TABLE

ITEM	DESCRIPTION	TOTAL AMOUNT EXCLUDING VAT.	TOTAL AMOUNT INCLUDING VAT.
1.	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.	R	R

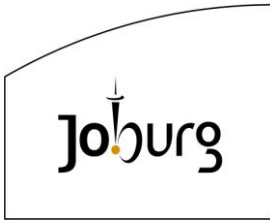
Prices include Value Added Tax

Rate of Value Added Tax Ø _____%

Ø To be inserted by the Proposer

Name of Proposer (in full): _____

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APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

PROPOSAL PRICE ADJUSTMENT

Is this a firm price proposal? _____

The answer to the above question must either be YES/NO

NB: If neither Yes or No is inserted the Bid price will be taken to be firm and no adjustment will be allowed, notwithstanding anything to the contrary elsewhere contained.

If the answer to the above question is **NO**, Proposers are to provide a detailed Annexure specifying components and percentages of the pricing elements that will fluctuate. An indication should be given of the escalation across the Bid period stipulating base rates that the Bid is premised upon and changes in the subsequent year. Failure to provide details in this regard will invalidate your claim for a Bid price adjustment.

Name of bidder (in full) : _____

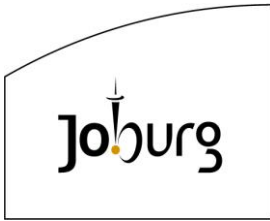
Company Registration Number : _____

VAT Registration Number : _____

Business address : _____

Postal address : _____

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Telephone number : _____

E-mail address : _____

Name of person authorized to sign this Bid : _____

(BLOCK LETTERS)

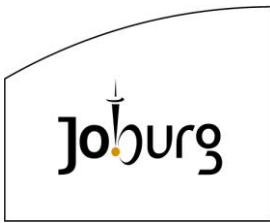
Signature of person authorized to sign this Bid _____

Date : _____ 2023

As witness : _____

NB: THE RESOLUTION AUTHORIZING THE ABOVE-MENTIONED PERSON TO SIGN ALL RELEVANT DOCUMENTS MUST BE ATTACHED.

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BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

SECTION 3

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

NAME OF BIDDER:	BID NUMBER: COJ/HLT001/23-24
CLOSING TIME: 10:30AM	CLOSING DATE: 19 JANUARY 2024.

OFFER TO BE VALID FOR 12 (TWELVE) MONTHS FROM THE CLOSING DATE OF BID.

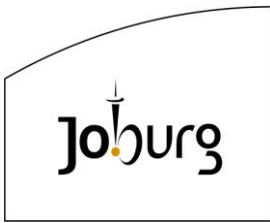
1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).

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R1o, R2o = Index figure at time of bidding.
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

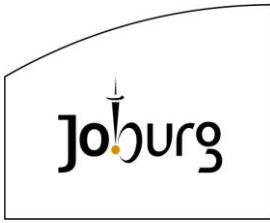
<i>FACTOR (D1, D2 etc. eg. Labour, transport etc.)</i>	<i>PERCENTAGE OF BID PRICE</i>

PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		

Initial



BID NO: COJ/HLT001/23-24

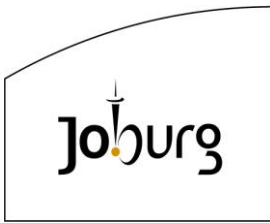
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

				ZAR=		
				ZAR=		
				ZAR=		

2. *Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)*

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

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APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

MBD 4

DECLARATION OF INTEREST

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

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

3.2. Identity Number:

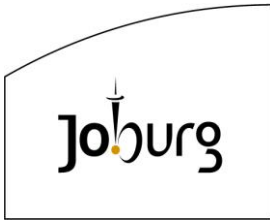
3.3. Position occupied in the Company (director, trustee, shareholder²):

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) ² a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) An employee of Parliament or a provincial legislature.

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

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3.4. Company Registration Number:

3.5. Tax Reference Number:

3.6. VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.....
.....

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.....

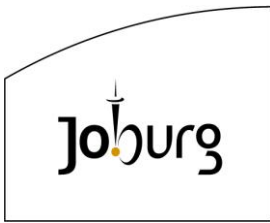
3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

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

3.12.1 If yes, furnish particulars.....

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3.13. Are any spouse, child or parent of the company’s directors, trustees, managers, Principle Shareholders or stakeholders in service of the state? **YES/NO**

3.13.1 If yes, furnish particulars.....

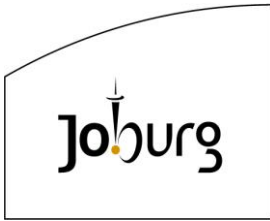
3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or no they are bidding for this contract? **YES / NO**

3.14.1 If yes, furnish particulars:

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

Full Name	Identity Number	State Employee Number

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

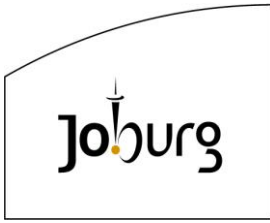
Signature

Date

Capacity

Name of Bidder

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BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

DECLARATION OF INTEREST

In order to give effect to the declaration of interest [MBD 4], the following questionnaire must be completed. The bidder is required to respond by yes or no to the declarations and furnish information in the format provided in the event that the response is YES. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. Have you been in the service of the state for the past twelve months?

YES / NO

2. Are any of the bidder's directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES/NO

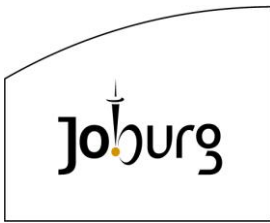
3. Is any spouse, child or parent of the bidder's directors, trustees, managers, major shareholder/s or stakeholder/s in service of the state?

YES/NO

4. Do you or any of the director/s, trustee/s, manager/s, major shareholder/s, or stakeholder/s of the bidder have any interest in any other related companies or business whether or not they are bidding for this contract?

YES / NO

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

5. If yes in any or all of the above, furnish particular in the format below.

<i>Paragraph reference</i>	<i>Full Name</i>	<i>Identity number</i>	<i>State employee number</i>	<i>Status [currently or past employed]</i>	<i>Relationship to bidder</i>
1					
2					
3					
4					

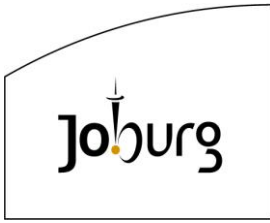
Signature

Date

Capacity

Name of Bidder

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

MBD 6.1

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

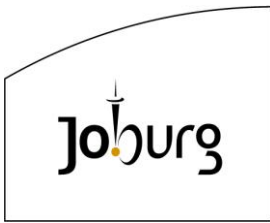
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

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

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

Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

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

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

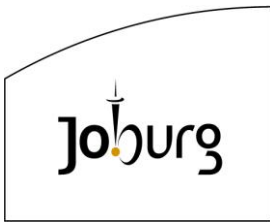
1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

(e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

6.1. POINTS AWARDED FOR PRICE

6.1.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

6.2.1. POINTS AWARDED FOR PRICE

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

80/20

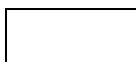
$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

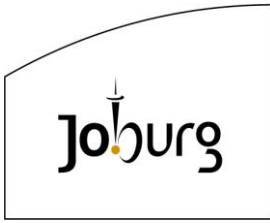
Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

7. POINTS AWARDED FOR SPECIFIC GOALS

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

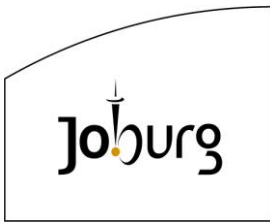
7.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

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

The specific goals allocated points in terms of this tender	Means of verification	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Business owned by 51% or more Black people	CSD, Valid BBBEE Certificate, Affidavit sworn under oath, ID copy of owner/s of the business and Shareholders certificate.	5	
GOALS 2: SPECIFIC GOAL	MEANS OF VERIFICATIONS	POINTS	
SMMEs (EME or QSE)	CSD and BBBEE certificate/affidavit sworn under oath.	5	
Enterprise located within the City of Johannesburg Metropolitan Municipality.	CSD and proof of municipal account.	10	

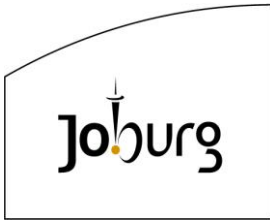
DECLARATION WITH REGARD TO COMPANY/FIRM

7.3. Name of company / firm

7.4. Company registration number:

7.5. TYPE OF COMPANY/ FIRM

Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

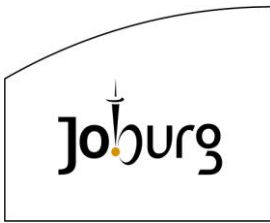
- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- a) The information furnished is true and correct;
- b) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- d) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

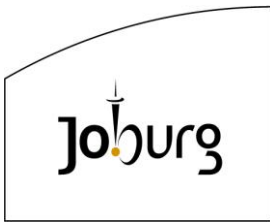
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Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

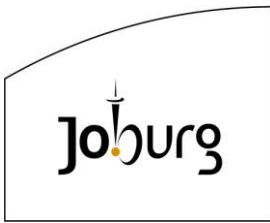
MBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

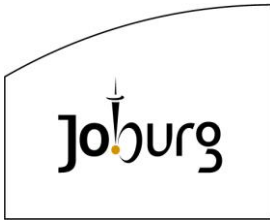
Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.2.1	<p>If so, furnish particulars:</p>		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.3.1	<p>If so, furnish particulars:</p>		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
4.4.1	<p>If so, furnish particulars:</p>		

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

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

CERTIFICATION

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

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

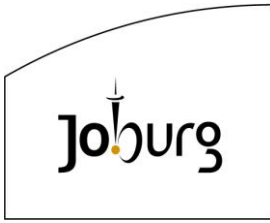
Signature

Date

Capacity

Name of Bidder

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

MBD 9

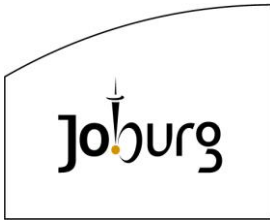
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids³ 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).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and BIDs.

⁴ 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.

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

In response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

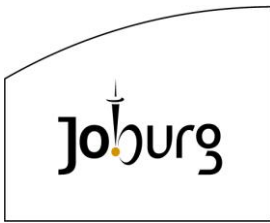
Do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

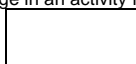
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.

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.

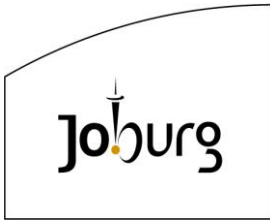
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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.

⁵ 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.



Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

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.

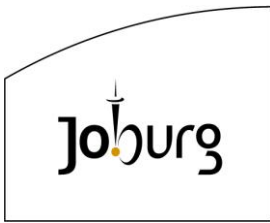
Signature

Date

Capacity

Name of Bidder

Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

DECLARATION ON STATE OF MUNICIPAL ACCOUNTS

A Any bid may be rejected if:

- Any municipal rates and taxes or municipal service charges owed by the bidder and any of the directors to the municipality or a municipal entity, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.
- In the case of International companies having South African Agencies and that business premises are leased, proof of lease agreements and / or monthly rental statements must be submitted.
- The above will also be applicable for directors of the bidder/s who are leasing residential premises. Where the directors of the bidder/s reside outside the country, this requirement is not applicable.

B Bid Information

i. Name of bidder

.....

ii. Registration Number

.....

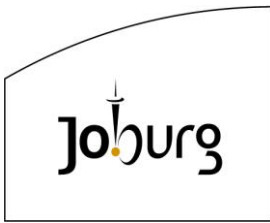
iii. Municipality where business is situated

.....

iv. Municipal account number for rates

.....

Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

v. Municipal account number for water and electricity
.....

vi. Names of all directors, their ID numbers and municipal account number.

- a.
- b.
- c.
- d.
- e.

C Documents to be attached.

- i. A copy of municipal account mentioned in B (iv) & (v) (Not older than 3 (three) months)
- ii. A copy of municipal accounts of all directors mentioned in B (vi) (Not older than 3 (three) months)
- iii. Proof of directors

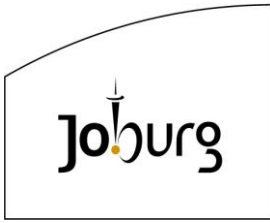
I/We declare that the abovementioned information is true and correct and that the following documents are attached to this form:

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

Signature

Date

Initial



APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

SUBMISSION OF PROOF OF MUNICIPAL ACCOUNTS OR LEASE AGREEMENTS

1. Municipal Accounts / Rates / Taxes:

1.1. A Bidder is required to provide municipal accounts for the firm and for each director / shareholder / partner to prove that the bidder or any of its directors / shareholders / partners is not in arrears with their municipal account for more than 3 (three) months, or that the necessary arrangements have been made with the Municipality.

1.2. If the bidder or any of its directors / shareholders / partners is unable to provide municipal accounts for the firm and/or for each director / shareholder / partner as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths, which outlines the facts which make it not to be able to accede to the request for municipal accounts.

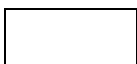
1.3. Further to the affidavit, the bidder is to provide a confirmation letter from the relevant municipality confirming the following: -

1.3.1. The name(s) of the owner(s) of the account(s)

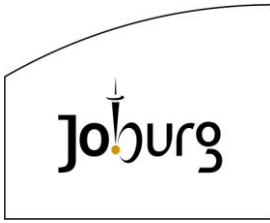
1.3.2. The relevant account(s) number(s); and

1.3.3. That the municipal accounts above, are not in arrears for more than 3 (three) months; or

1.3.4. that an acceptable arrangement has been concluded and exists.



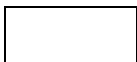
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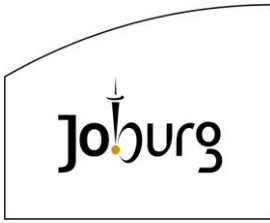
APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

2. Lease Agreement:

- 1.1. If the bidder does not own the property from where it carries on business, or if any or any of director / shareholder / partner does not own a property in the Republic, the bidder is required to provide a copy of the Lease Agreement for the premises where it carries on business or where the director / shareholder / partner resides.
- 1.2. If the bidder is unable to provide a copy of the Lease Agreement as is required, then the bidder is to provide an affidavit, which is signed before a commissioner of oaths which outlines the facts which make it not to be able to produce and provide lease agreement in respect of the property it carries on business or in which its director / shareholder / partner resides.



Initial



BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

MBD 10

DECLARATION IN TERMS OF REGULATION 21 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS

In order to give effect to the declaration in this annexure, it must be completed and signed. By appending signature at the end, the bidder confirms the declarations to be true and correct. The declaration must be read in conjunction with the important notice.

1. I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

2. To the extent that the bidder or any director/member/partner of the bidder is in arrears for a longer period than 3 (three) months, an acceptable arrangement has been agreed. Such arrangement appears more fully in the letter from the municipality/confirmation letter of municipal rates/ affidavit relating to the municipal rates/taxes.

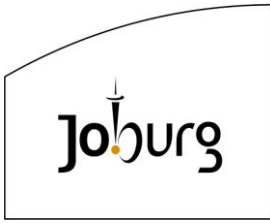
Signature

Date

Capacity

Name of Bidder

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APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

SECTION 4

Technical data, omissions, variations

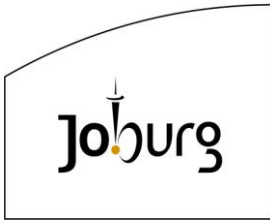
1. Bank Details

Name of Bankers: _____
Address of Bankers: _____
Branch of Bank: _____
Bank Account Number: _____

2. Details of Similar Work Recently Carried Out

DESCRIPTION OF WORK	COMPLETION DATE	CLIENT NAME AND CONTACT DETAILS	VALUE (R)

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3. Qualifications by Bidder

Should the bidder desire to make any departures from or modifications to the General Conditions of Contract, Specification, Drawings, or in any other way to qualify this bid, he must set out his BIDs clearly hereunder, or alternatively state them in a covering letter attached to this bid and referred to hereunder, failing which the bid will be deemed to be unqualified.

If no departures or modifications are desired, the schedule hereunder is to be marked NIL and signed by the bidder.

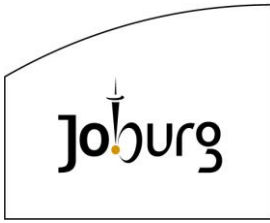
PAGE	CLAUSE OR ITEM

4 Work to be done by others

Full details must be provided here of any work required from the Council or others to provide complete execution of the work to the satisfaction of the Council.

DESCRIPTION OF WORK	TO BE EXECUTED BY

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APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

5 **Sub-Contractors**

Full details must be provided here of any work regarding sub-contractors which may be used for installation, maintenance, repair, supply of accessories and supply of parts.

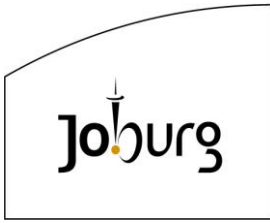
DESCRIPTION OR WORK/EQUIPMENT	TO BE EXECUTED

6 **Plant, Transport and Staff Available**

Bidders must list all equipment available for use on the contract, and must fully describe the equipment and/or plant and must further state whether owned or leased.

DESCRIPTION OF EQUIPMENT/PLANT	QUANTITY	OWNED/LEASED

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7 Omissions and Variations from the Council's Specification

Bids will be held to be entirely in accordance with the Council's specification except in the respects stated hereunder and the goods and/or services will be subject to rejection if it is found on delivery that they do not/it does not comply with the Council's specification on additional points which have not been approved in writing:

If the bid is in accordance with the Council's specification in all respects, the bidder must state so here:

8. Indemnity Clause

I/We the undersigned, do hereby indemnify and hold harmless the Council in respect of all loss, cost, damage or injury that may be caused to any premises or to any person or animal by reason of the performance of this contract.

I/We, further indemnify the Council in respect of all legal and other expenses that may be incurred by the Council in examining, resisting or settling any damage, injury or loss that may in any way be occasioned by work necessary in terms of the contract.

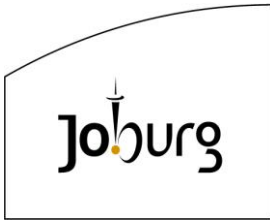
Signature

Date

Capacity

Name of Bidder

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BID NO: COJ/HLT001/23-24

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND DELIVERY OF PESTICIDE AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

APPENDIX A

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**SUPPLY AND DELIVERY OF PESTICIDES AND PESTICIDE APPLICATION EQUIPMENT,
AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH
DEPARTMENT, CITY OF JOHANNESBURG.**

1. INTRODUCTION

1.1 SERVICES REQUIRED

The City of Johannesburg requires the services of accredited Service Providers:-

- 1.1.1 To supply pesticides that have been registered in terms of **Section 3 (Registration of fertilizers, farm feeds, agricultural remedies, stock remedies sterilizing plants and pest control operators' "L" & "P" Registration)** and **Section 7 (Sale of fertilizers, farm feeds, agricultural remedies and stock remedies.)** of the **Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947)** to the seven (7) Regional Depots within the City of Johannesburg.
- 1.1.2 To ensure safe transportation of pesticides in terms of The Hazardous Substances Act 5 (Act 15 of 1973) to all seven (7) Regional Depots within the City of Johannesburg. The pesticides stored on the premises of the Service Provider must be stored in compliance with the above mentioned Act. The service shall include the receiving and safe disposal of, expired, contaminated and damaged product.
- 1.1.3 To prevent pesticide resistance (the ability of a pest to develop a tolerance to a specific pesticide) it is important to alternate specific pesticides or pesticides in different groups on a regular basis. To achieve the latter, it is necessary to apply different pesticides from different suppliers to ensure the availability of a variety of different pesticide formulations.

1.2 MANDATE OF THE HEALTH DEPARTMENT

The Health Department is mandated in terms of the National Health Act 61 (No 61 of 2003) to provide Environmental Health Services and is amongst others responsible for waste management, health surveillance of premises, surveillance and prevention of communicable diseases, vector control, environmental pollution control and chemical safety including the enforcement of all applicable legislation.

2. SCOPE OF WORK

The Service Provider will be required to:-

- 2.1 Supply and transport pesticides and pesticide application equipment (**refer to attached list of pesticides and application equipment**) as per order, to seven (7) Regional Pest Control Depots within the City of Johannesburg for a period of three (3) years on an as when required basis.
- 2.2 Provide an advisory service on the application of the product.

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- 2.3 Provide a service which includes collecting, disposal of damaged or expired pesticide products.
- 2.4 Pesticides and equipment to be delivered within 14 days of issuing of official Purchase Order to the Service Provider unless otherwise agreed upon.

A list of all the pest control depots as well as their addresses and contact details are attached hereto. NB. Please note that delivery addresses are subject to changes. (Annexure A)

3. LEGAL REQUIREMENTS

The Service Provider must render the services in compliance with the following legislation:

- 3.1 Section 3 of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) and any amendments thereto.
- 3.2 The Hazardous Substances Act (Act 15 of 1973) and any amendments thereto
- 3.3 The National Health Act (61 of 2003) and any amendments thereto.
- 3.4 The Occupational Health and Safety Act (Act 85 of 1993) and any amendments thereto.
- 3.5 The City of Johannesburg's Waste Management By- laws and any amendments thereto.
- 3.6 The City of Johannesburg Town Planning Scheme and any amendments thereto.

4. AUTHORISATION AND ACCREDITATION

The Service Provider must submit the following documents:

- 4.1 A certified copy of a **"P" registration in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947)** of any member of the company including a sworn affidavit that the person is employed by the company. **(Only applicable to pesticides)**
- 4.2 A list of all pesticides accompanied with **"L" registration in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947)** **(Only applicable to pesticides)**
- 4.3 Each pesticide to be accompanied by a **MSDS (Material Safety Data Sheet) in terms of (Act 36 of 1947). (Only applicable to pesticides).**
- 4.4 Proof of physical business address for office and pesticide storage facilities including business tel. number, fax and email. (Pesticide storage facilities to be in compliance with relevant Land Use, EMS,

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-
- 4.5 Building Control and Health Legislation. (Only applicable to pesticides)
Waste management plan. (Only applicable to pesticides)

- **Failing which the Bid will be rejected on the grounds of it being incomplete. Fertilizers, Farm Feeds, Agricultural Remedies and stock Remedies Act, 1947**
The aforementioned documents must remain valid throughout the contract period.

5. INFORMATION TO BIDDERS

5.1 GENERAL INFORMATION

The Service Provider acknowledges and accepts that no payment will be made unless the invoice is submitted together with the signed delivery note.

No products will be accepted should any product in terms of this contract not be deemed to be within the bidded specifications.

5.2 DAYS OF OPERATIONS AND HOURS

Deliveries shall be carried out from Monday to Friday and during the hours of 08:30 am to 15:30 pm excluding public holidays.

5.3 DOCUMENTATION

The Service Provider must complete and fill in all the forms of the bid document, as well as any other documents so required in full to the satisfaction of the City of Johannesburg.

NB. Failure to do so will render the bid liable to rejection on the grounds of being incomplete.

5.4 INSURANCE AND INDEMNIFICATION

In addition to any insurance required to be held by the Service Provider in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) the Service Provider must be fully insured against all accidents, incidents, loss or damage arising out of the condition or operation of the vehicle or execution or any work, including third party risks. The Service Provider hereby indemnifies and undertakes to keep indemnified the Council against all claims by third parties or the Service Provider's own employees resulting from the operations carried out by the Service Provider under the contract for the entire duration of the contract.

A letter from the Compensation Commissioner certifying that the Service Provider is in good standing with the fund and documentary proof of insurance as required above having being taken out by the Service Provider must be furnished within twenty-one days of the date of notification of acceptance of the bid. Proof of renewal or extension

SUPPLY AND DELIVERY OF PESTICIDES AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

of insurance cover must be furnished by the Service Provider whenever required by the Council.

The Service Provider shall be liable for any damage or injury of whatsoever nature, caused directly or indirectly as a result of his/her operations, to any Municipal, Government or Private Property or any services which may have been laid thereon or on any sidewalks/pavements, or to his/her own vehicles, equipment etc.

5.5 Pricing

The bid pricing is to be indicated in the schedule provided for hereunder. Bidders may bid for any item/s as provided in the pricing schedule.

5.6 SERVICE LEVEL AGREEMENT

The Service Provider will be obliged to enter into a Service Level Agreement with the City of Johannesburg in terms of the bid document.

5.7 FURTHER INFORMATION

Enquires to be directed in writing to Mr Jan van Niekerk Janv@joburg.org.za

5.8 COMPULSORY BRIEFING SESSION

A compulsory briefing session will take place in the Metropolitan Centre, 158 Civic Boulevard, Braamfontein on _____

6. EVALUATION CRITERIA

Proposals will initially be evaluated in terms of the Preferential Procurement Policy Framework Act of 2000, using the 80/20 points system in the Preferential Procurement Regulations of 2022.

A maximum of 80 points will be allocated for price in terms of the formula provided in the preferential procurement regulations 2022, and a maximum of 20 points will be allocated for the City's preferential goals as follows:

Price		80
Goals		20
VERIFICATION AND ALLOCATION OF PREFERENTIAL POINTS GUIDELINES		
GOAL 1: DESIGNATED GROUP	MEANS OF VERIFICATION	POINTS
Business owned by 51% or more Black people	CSD, Valid BBBEE Certificate, Affidavit sworn under oath, ID copy	5

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	of owner/s of the business and Shareholders certificate.	
GOALS 2: SPECIFIC GOAL	MEANS OF VERIFICATIONS	POINTS
SMMEs (EME or QSE)	CSD and BBEE certificate/affidavit sworn under oath	5
Enterprise located within the City of Johannesburg Metropolitan Municipality.	CSD and proof of municipal account.	10
Total		100

7. RETURNABLE DOCUMENTS

The following documents should be contained in the proposal:

1. Valid original B-BBEE accreditation certificate or certified copy issued by verification agencies accredited by SANAS; affidavit issued by SAPS or Commissioner of Oaths.
2. Certified ID Copies of all Directors.
3. Valid one-time pin (OTP) for tender issued by South African Revenue Services (SARS). Each Joint Venture member should submit own OTP.
4. Municipal rates and taxes for company and all directors (not older than 3 months and not in arrears for more than 90 days) or affidavit or valid lease agreement. If in arrears proof of acknowledgement to debt the account with the relevant Municipal Revenue Department must be provided.
5. Completed and signed MBD forms
6. Completed and signed Declaration of State of Municipal Accounts.
7. Fully completed City of Joburg pricing schedule.
8. CSD and proof of municipal account or lease agreement/ proof of residence from local ward councillor.
9. Completed and signed form of bid/tender.
10. Joint Venture Agreement, where applicable.
11. Waste management plan. (Only applicable for pesticides)
12. A certified copy of a "P" registration in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) of any member of the company including a sworn affidavit that the person is employed by the company. (Only applicable for pesticides)
13. A list of all pesticides accompanied with "L" registration in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) (only applicable for pesticides).

**SUPPLY AND DELIVERY OF PESTICIDES AND PESTICIDE APPLICATION EQUIPMENT,
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14. Proof of Company registration (CK document).

8. Disqualifying Criteria

- 8.1 A certified copy of a "P" registration in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) of any member of the company including a sworn affidavit that the person is employed by the company. (only applicable for pesticides)
- 8.2 A list of all pesticides accompanied with "L" registration in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) (only applicable for pesticides)
- 8.3 Waste management plan. (only applicable for pesticides)
- 8.4 Failure to complete (in case the total price is evaluated) and sign the form of Proposal/bid.
- 8.5 Failure to complete the City of Joburg pricing schedule in full for the items bidding for.
- 8.6 Failure to attach a letter on a company letter head confirming errors or alterations in the price schedule.
- 8.7 Failure to attend the compulsory briefing session.

9. Conditions of award.

Notwithstanding the proposal being recommended for award, an award shall not be made to a supplier whose:

- 1. Tax matters are not in order, as confirmed in terms of the National Treasury's Central Supplier Database (CSD) and SARS.
- 2. Municipal rates and taxes (of the bidder and that of its directors) are in arrears for more than 90 days and there are no arrangements made with the relevant municipality.
- 3. Directors and principal members are in the service of the state as defined in regulation 1 of the Municipal Supply Chain Management Regulations.
- 4. Name (of the bidder or that of its directors) appears on the National Treasury's database of Restricted Suppliers.

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10. Special conditions

1. A letter from the Compensation Commissioner certifying that the Service Provider is in good standing with the fund
2. Each pesticide to be accompanied by a MSDS (Material Safety Data Sheet) in terms of (Act 36 of 1947).
3. Proof of physical business address for office and pesticide storage facilities including business tel. number, fax and email. (Pesticide storage facility to be in compliance with relevant Land Use, EMS, Building Control and Health Legislation.

Nb. Bidders should note that the City will not be bound to accept the lowest or any of the submitted proposals. The City also reserves the right to accept / not accept any proposal either in whole or in part.

SUPPLY AND DELIVERY OF PESTICIDES AND PESTICIDE APPLICATION EQUIPMENT, AS AND WHEN REQUIRED FOR A PERIOD OF THREE YEARS TO THE HEALTH DEPARTMENT, CITY OF JOHANNESBURG.

FORM OF BID AND CONTRACTOR'S INFORMATION

NB: ANY AND ALL ALTERATIONS TO THE BID DOCUMENTS SHALL BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERNATIONS. FAILURE TO OBSERVE THIS WILL DISQUALIFY THE BID.

ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND WILL DISQUALIFY THE BID.

PRICING STRUCTURE

Please complete table by putting in your formulation, L registration (only applicable for pesticides), unit size and pricing.

Item No	Item "Active ingredients"	Description	'L' Registration number (only applicable to pesticides)	Unit Size	Unit Price Excl VAT (Year 1)	Unit Price Excl VAT (Year 2)	Unit Price Excl VAT (Year 3)
	<u>RODENTICIDES</u>						
	Brodifacoum	(L registered rodenticide) Formulated as					
		wax blocks		500g			
				3kg			

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			8kg			
			10kg			
		pellets	500g			
			3kg			
			10kg			
		Liquid concentrate	1lt			
		Liquid bait	200ml			
			1lt			
		Grain bait	3kg			
			10kg			
		Paste	3kg			
			10kg			
	Bromadiolone	(L registered rodenticide) Formulated as				
		wax blocks (10g)	8kg			

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		wax blocks (28g)		8kg			
	Bromethalin	(L registered rodenticide) Formulated as					
		Wax Blocks		1,8kg			
	Zinc Phosphide	(L registered rodenticide) Formulated as					
		Gel		2kg			
	Coumatetralyl	(L registered rodenticide) Formulated as					
		wax blocks		10kg			
		tracking powder		2,5kg			
		Paste (0,38 g/kg Coumatetralyl & 0.10g/kg Choliceferol)		5kg			
	Difethialone	(L registered rodenticide) Formulated as					
		wax blocks		500g			
				10kg			

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		tracking powder		1kg			
		pellets		500g			
		grain bait		500g			
	Cholecalciferol	(L registered rodenticide) Formulated as					
		Soft Wax Blocks		5kg			
	<u>INSECTICIDES</u>						
	Lamda- cyhalothrin, pyrethrum with piperenol butoxide synergist	(L registered insecticide) Formulated as					
		suspension concentrate (SC)		1lt			

Item no	Deltamethrin with piperenol butoxide synergists	(L registered insecticide) Formulated as				
		suspension concentrate (SC)	200ml			
			1lt			

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			5lt			
		Capsulated	200ml			
		suspension (CS)				
			1lt			
		Wetable powder	35g			
		(WP)				
Item no	Deltamethrin	(L registered insecticide)				
		Formulated as				
		Suspension	1lt			
		concentrate (SC)				
		Wetable granule	20g			
		(WG)				
		emulsifiable concentrate (EC)	1lt			
			5lt			
			20lt			
	Cypermethrin, prallethrin with piperenol	(L registered				

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	butoxide synergist	insecticide) Formulated as				
		Aerosol	280ml			
		Aerosol	300ml			
	Permethrin	(L registered insecticide) formulated as				
		Micro emulsion (ready to use)	750ml			
		Fogging solution	20L			
		Permadust dusting powder	100g 3kg			
	Beta-Cyfluthrin	(L registered insecticide) Formulated as				
		emulsifiable concentrate (EC)	500ml			
		suspension concentrate (SC)	1lt			
		wetable powder	20g			

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		(WP)				
	Alpha cypermethrin	(L registered insecticide) Formulated as				
		suspension concentrate (SC)	1lt			
		emulsifiable concentrate (EC)	1lt			
		wetable powder (WP)	20ml			
	Bifenthrin	Suspension concentrate (SC)	1lt			
	Fipronil-lambda cyhalothrin	Suspension concentrate (SC)	1lt			
	Dichlorvos	(L registered insecticide) Formulated as emulsifiable concentrate (EC)	1lt			

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	Imidacloprid	(L registered insecticide) Formulated as suspension concentrate (SC)	1lt			
	Triflumuron	(L registered insecticide) Formulated as suspension concentrate (SC) emulsifiable concentrate (EC)	500ml			
	Fipronil.	(L registered insecticide) Formulated as suspension	825ml 1lt 5lt			

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		concentrate (SC)				
		Granular bait	200gr			
			2,5kg			
		Gel bait	35gr			
	<u>SNAIL BAIT</u>					
	Snail bait (Carbaryl/Meth aldehyde)	(Dry granular snail bait with L registration) Carbaryl/Metald ehyde formulated to kill garden snails effectively.	25kg			
	<u>FLY BAIT</u> <u>Methomyl Z-9</u> <u>Tricoscene</u>	Granular bait	100g			
			500g			
			5kg			
			20kg			

**SUPPLY AND DELIVERY OF PESTICIDES AND PESTICIDE APPLICATION EQUIPMENT,
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	Fly bait. (Thiamentoxa m/Tricosene)	Fast acting fly poison (L registration).				
		Granular Bait	125g			
		Formulation	625g			
			1kg			
	<u>HOT FOGS AND MISTS</u>					
	Pythrethrum with Piperonyl butoxide. Cyfluthrin.	L registered for use in ULV and hot fogging machines as broad spectrum insecticide.	1lt			
			20lt			
	Permethrin	L registered for use in ULV and hot fogging machines as	20lt			

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		broad spectrum insecticide.				
	Cyfluthrin	L registered for	500ml			
		use in ULV and hot fogging machines as broad spectrum insecticide.	25lt			
	FOGGING CANNISTERS					
	Fogging Cannister (Cypermethrin, Prallethrin, Piperonyl Butoxide, Pyriproxifen)	L registered for use as fogging canister for a broad spectrum insecticide.	325ml			
	Fogging canister (Dichlorvos)	L registered for	200ml			
			330ml			

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		use as Quick release fogging canisters organophosphat e with L registration) used for killing insects.				
	<u>FUMIGANTS</u>					
	Aluminium phosphide	L registered for fumigating rodents in burrows. Quick packs or tablet form.	1kg			
	<u>SANITIZER/FU MIGANT</u>	OPP Smoke	20g			
			100g			

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		Generator -				
			400g			
		Permethrin	1kg			
	<u>INSECT AEROSOLS</u>					
	Metred Aerosols (Pyrethrin)	Metered dose natural pyrethrin (L registration) aerosol for use in electric metered aerosol dispensers for control of flies, mosquitoes, moths. Must last 30 days at 15 min intervals and cover approx. 180 sqm.	280ml			
			300ml			
	d-Phenothrin	L registered, ready to use aerosol for insect control.	280ml			
			300ml			
	<u>ANT BAIT</u>					
	Ant baits (Hydramethyln on)	L registered ready to use granular ant bait which is effective against Black, Brown, Argentine and Pharoah Ants. (L registration).	200g			
			1kg			
			3kg			
	<u>TERMITE BAITS</u>					
	Harvester Termite Bait Sodium Fluorosilicate	L registered ready to use bait with stomach action for the	5kg			
			25kg			

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		control of harvester termite. (L registration)				
	<u>COCKROACH AND ANT GELS</u>					
	Indoxocarb	L registered ready to use Cockroach/Ant gel bait.	30g			
	Hydramethylno n	L registered ready to use Cockroach/Ant gel bait.	30g			
	Clothianidin	L registered ready to use Cockroach/Ant gel bait.	30g			
	Imidacloprid 21g/kg	L registered ready to use Cockroach/Ant gel bait.	30g			
	Imidacloprid 0,03%	L registered ready to use Cockroach/Ant gel bait.	30g			
	Fipronil 0,05%	L registered ready to use Cockroach/Ant gel bait.	30g			
	<u>LARVAECIDES</u>					
	<u>Diflubenzuron</u>	SC	1lt			
	Bascillus thuringiensis	Granular	500g			
	<u>HERBICIDES</u>					
	Bromacil	L registered broad spectrum herbicide formulated:	2kg			
			25kg			

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		As a wettable powder (WP)				
	Glyphosate	L registered broad spectrum herbicide formulated as a Suspension Concentrate (SC)	1l			
			5l			
			20l			
	Paraquat dichloride	L registered broad spectrum herbicide formulated as a: Suspension Concentrate (SC)	5lt			
			20lt			
	Tebuthiuron	L registered broad spectrum herbicide formulated as a: Suspension Concentrate (SC)	5lt			
		Granule	25kg			
	Hexazinone\	L registered broad spectrum herbicide formulated as a: Suspension Concentrate (SC)	1lt			
			5lt			
	<u>REPELLENTS</u>	Non toxic snake repellent	500ml			
			5lt			
	<u>ODOUR CONTROL</u>	Non toxic odour bags used to remove bad odours (eg.	1 X bag			

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		Decomposing rodent in ceiling)				
	<u>INSECT TRAPS</u>					
	Insect trap	Must have pheromone and bait attractant. Easy to maintain, durable.	1 X trap			
	<u>PESTICIDE APPLICATION EQUIPMENT</u>					
	Tamperproof bait stations.	Toughened, weather proof plastic suitable for granular, wax and liquid baits, tamper proof.	1 X bait station			
	Metered aerosol dispensers.	Battery operated with day/night sensors and frequency settings.	1 X dispenser			

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	Pressurised spray pumps.	pressurized pump (back pack or hand held) for pesticide application.				
		Plastic	1l			
			2l			
			5l			
			8l			
			10l			
			12l			
			14l			
			16l			
			Stainless Steel	5l		
		8l				
		10l				
		12l				
		14l				

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			16l			
	Battery driven spray pump	Rechargeable battery driven spray pump. Durable plastic, light weight, 15 l. capacity for pesticide application.	1 X spray pump			
	Electrical Ultra Low Volume (ULV) machine.	Electrical (220V) which has an effect discharge of at least 30m in still air. Application must be suited	1 X ULV machine			

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		for insecticidal space sprays.				
	Motorized petrol driven ULV machine	Motorised back-carrier sprayer, with horizontal swarth of at least 23m, vertical swarth of 12m and wind speed of 400km/h for public health and pest control purposes.	1 X ULV machine			
	Small portable propane hot fog machine (Thermal)	Small, portable lightweight	1 X hot fog machine			

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		<p>insecticide</p> <p>fogger that is</p> <p>self lighting and</p> <p>operates on gas.</p> <p>Must</p> <p>produce a thick</p> <p>lingering fog.</p>				
		<p>Propane gas</p> <p>canister to use</p> <p>with portable</p> <p>propane fog</p> <p>machine.</p>	<p>1 X</p> <p>Canister</p>			
	<p>Hot</p> <p>machine</p>	<p>fog</p> <p>Petrol driven,</p> <p>stainless steel.</p> <p>Produces large</p> <p>volumes of thick</p> <p>thermal</p>	<p>1 X hot</p> <p>fog</p> <p>machine</p>			

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		<p>Insecticide fog</p> <p>for space</p> <p>treatment and</p> <p>hot fog</p> <p>treatment of</p> <p>insects.</p>				
	CO machine	<p>Mobile petrol</p> <p>driven 4 stroke</p> <p>machine.</p> <p>Produces high</p> <p>volumes of CO</p> <p>gas which kills</p> <p>rodents in their</p> <p>burrows.</p>	1 X CO machine			
		<p>Annual Service</p> <p>of mobile petrol</p>	1 X service			

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		driven 4 stroke machine.				
		Service kit for CO machine.				
		1m braided and 8m high temperature exhaust pipe with probe	1X Pipe			
	High pressure, petrol driven spray machine.	Mobile, petrol driven, high pressure spray with large chemical holding tank for use in treatment	1 X HP S machine			

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		of subterranean termites and large volume pesticide spray work.				
		Annual Service of mobile, petrol driven, high pressure spray.	1 x Service			
		Versatool with Std Pipes for termite treatment	1x Tool			
		Trigger spray assembly with lance and nozzle	1x trigger spray			

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		Brass nozzles	1 x Adjustable			
			1 x Flat			
			1x Cone			
			1x Pin			
	Dusters	Constructed from high quality plastic must have a large fill opening and extension with a dust deflector.	1 X duster			
	Bellows duster	Insulated tip with removable cleaning rod for dusting	1 X duster			

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		crevices.				
	Bulb duster	Compact and heavy duty duster for crevice treatment.	1 X duster			
	Electric duster	For dust application over large areas.	1 X duster			
	<u>MECHANICAL RODENT TRAPS</u>					
	Snap trap	Metal or plastic, extra strength. Must kill mice and rats instantly. Heavy duty.	1 X trap			

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	Trap door rat/mouse trap.	Trap door rodent trap which can be used with LTD glue board.	1 X trap			
	Multiple mouse traps.	Galvanized, plastic multiple mouse/rat traps.	1 X trap			
	Cage trap.	Galvanized durable wire cage trap for rats.	1 X trap			
	Rodent Mole trap.	Heavy, duty plastic with maximum catching power.	1 X trap			

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		Easy to use and re-use.				
	<u>RODENT GLUE BOARDS</u>					
	Non toxic glue board.	Mouse/rat glue board for trapping rodents.	1 X glue board			
	Non toxic glue.	For trapping rodents.	1 X canister			
	<u>TRAPPER TUNNELS</u>					
	Plastic tunnels	Protects trapper plastic glue boards from dust and debris.	1 X tunnel			
	<u>CARD BOARD BAIT STATIONS</u>					
	Bait stations	Cardboard,	1 X bait station			

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		<p>small to medium, discreet and cost effective.</p>				
	<u>RODENT CONTROL PRODUCTS</u>					
	Rodent Bait Dispensers	<p>High quality plastic, measured rodent bait dispensing of rodent liquid and granule baits.</p>	1 X bait station			
	Excluding products. (rodents)	<p>Stainless steel wire mesh rolls (100mm X</p>	1 X roll			

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		3000mm)				
	Door sweeps (rodents)	Rodent proof	1 X 91 mm			
		(91mm & 122mm)	1 X 122mm			
	<u>ELECTRIC FLY CATCHERS AND CONSUMABLES</u>					
	Fly catcher (electric) (EFC)	Plastic, stainless steel	1 X Plastic			
		with electrocuting grid or glueboard, with sleeved or unsleeved 9W – 15W tubes. Easy maintenance.	1 X Stainless steel			
	Sleeved and unsleeved ULV	Glass 9W – 15 W	1 X 9W			

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	tubes.	ULV tubes for				
		use in EFCs to attract flying insects.	1X 15W			
	Fly trap	Plastic, reusable with lures to trap flies.	1 X lure			
	Fly String	Non-poisonous, strong glue, with reel	1 X 500m			
	Window fly trap	Non-poisonous, strong glue, transparant film. (8 X traps per box)	1 X box			
	<u>INSECT TRAPS, MONITORS AND BAITERS</u>					

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	Termite monitor	Stake kit and cardboard insert to monitor subterranean termites.	1 X kit			
	Pest monitor	Re-usable, plastic station used with Trapper MC glue board to monitor for both insects and mice.	1 X station			
	Flea trap	Flea trap unit with spare tubes and replacement glue boards.	1 X flea trap			

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	Cockroach monitors	Plastic or cardboard monitoring glue boards with lures to trap cockroaches.	1 X cardboard monitoring glue board			
	Bed bug monitors.	Specialised small, robust plastic unit with glue board specially designed to trap fleas.	1 X bed bug monitor			
	Gel bait guns	Heavy duty plastic/stainless	1 X plastic			
		steel gel bait	1 X stainless steel			

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		gun with stainless steel syringe tips to apply gels.				
	Blacklight Flashlight	LED Black light for biomonitroing rodent urine traces and detex blox in rodent faeces.	1 X B/L flash light			
	Inspection Flashlight	PCO inspection tool, LED, powerful beam, durable, compact and	1 X flash light			

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		lightweight for spotting pests in dark places.				
	Telescopic Inspection mirror	PCO inspection tool for spotting pests in inaccessible places.	1 X tool.			
	<u>WOOD PRESERVATIVE</u>					
	Timber preservative (Tributyltinphenate/permatrin)	Timber preservative for protection of interior joinery timbers not in direct contact with the ground.	5l			

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		Must give protection against fungicide decay and insect borers.				
	<u>BIRD CONTROL</u>					
	Bird control equipment	Bird Spikes (plastic 2-spike) 6m	1X plastic spike			
		Bird Spikes (stainless steel 2-spike) 1m	1X stainless steel spike			
		Beam Clam Stainless Steel (10 per pack)	1Xpack			
		Drive Rivets 38mm (100 per pack)	1Xpack			

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		Gutter Clamp and Post	10m		
		NM Copper Crimps (100 per pack)	1Xpack		
		Nylon Coated Wire 316	100m		
		Post Stainless Steel 115mm X 4mm (100 per pack)	1X pack		
		Post Stainless Steel 130mm X 4mm (100 per pack)	1Xpack		
		Post Stainless Steel 130mm X 4mm (100 per pack)	1Xpack		
		Post Stainless Steel 316 X 150m (100 per pack)	1Xpack		
		Post Stainless Steel 90mm X 4mm (100 per pack)	1Xpack		
		Rail Clamp Stainless Steel (2 Post) 100mm	1Xpack		
		Standard Spring Stainless Steel (100 per pack)	1Xpack		

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		Stick on Base Drilled (100 per pack)	1Xpack			
	Bird repellent.	Long lasting, non poisonous, tacky bird repellent gel.	1 X tube			
	<u>PESTICIDE APPLICATION SAFETY EQUIPMENT</u>					
	Full face mask & filter cartridge A2P3 (Brown-Organic) A2B2E2K1P3 (Grey Inorganic)	Full face mask with filter cartridge used for fumigations and fogging.	1 X Mask			

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		Filter cartridge A2P3 (Brown- Organic) A2B2E2K1P3 (Grey – Inorganic)	1 X filter cartridge			
	Half face mask & canisters (double respirator)	Half face mask with double filter cartridge for use during pesticide spraying and dusting.	1X mask			
		Filter cartridges for mask.	1x filter cartridge			
	Bee Hooded Jacket with Rubber Gloves	Specialised full body white bee suit with bee hood and	1 X suite			

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		rubber gloves.				
	Sealant for drill holes and caulking of crevices.	Grey, Terracotta, Sand Stone filler.	1xtube			
Total Price excluding vat						
Vat 15%						
Total Price including Vat						

All the above-listed pesticides must have a L registration in terms of Act 36 of 1947.

I/we also acknowledge that the aforementioned bid prices are _____ for the duration of the contract	To be noted
---	-------------

Prices include Value Added Tax
 Rate of Value Added Tax used Ø _____ 15%
 Ø To be inserted by Bidder

Name of Bidder in full: _____

PAYMENT: Notwithstanding clause 12 of the General Conditions of Bid, payment will not be made unless invoice(s) and statement(s) bear the identical name to that on the form of Bid.

Name of Bidder (in full) : _____
 Company Registration Number : _____
 VAT Registration Number : _____

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Business address : _____
Code _____

Postal address : _____
Code _____

Telephone number : _____

Fax number : _____

Name of person authorised
to sign this Bid : _____
(BLOCK LETTERS)

Name of Bidder (in full): _____

Approved and signed by:

Signature *P Manganye*
Mr. Peter Manganye
Acting Executive Director: Health
Health Department
Tel: (011) 407 7535/ 7513

Date 24/10/2025