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MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM

BID NUMBER: EDT/056/26/MP

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND EMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

ISSUED BY:

Department of Economic Development & Tourism
Private Bag X11215
Mbombela
1200

CSD SUPPLIER NUMBER: MAAA.....
NAME OF BIDDER: .....
TOTAL BID PRICE (all inclusive) :.....
(Also in words): .....
.....

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM					
BID NUMBER:	EDT/056/26/MP	CLOSING DATE:	02 OCTOBER 2026	CLOSING TIME:	12H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND EMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF,** No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA,** KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **SECUNDA** No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, **BUSHBUCKRIDGE,** Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), **MIDDELBURG,** Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE,** 24 Air Street, Malelane, **ELUKWATINI** ,Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. **SIYABUSWA** Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. MN Nxumalo	CONTACT PERSON	Ms. CR Nyalungu
TELEPHONE NUMBER	013 766 4513	TELEPHONE NUMBER	013 766 4112
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	MNNxumalo@mpg.gov.za	E-MAIL ADDRESS	NyalunguCR@mpg.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND eMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. BID NOTICE AND INVITATION TO BID

Bids are hereby invited for the provision of occupational hygiene services in the Department of Economic Development and Tourism for (Riverside Government Complex, Mbombela Square and eMalahleni Offices) for a period of thirty-six (36) months.

Bid documents will be obtained from the Provincial Supply Chain Offices, Mbombela Riverside Government Complex Building No. 9 Government Boulevard Mbombela, 1200, Provincial Treasury Malelane 24 Air Street, Old Parliament Building, Building No. 1 Job Skhosana Street Siyabuswa, 0472, Department of Public Works, Cnr. Lillian Ngoyi and Dr. Beyers Naude Streets Old TPA Building Ground Floor, Office A5, A9, and 11, Middleburg, Elukwatini Sub Regional Offices Office No. A49 and A50 (Opposite Elukwatini Community Hall) Stand Number 12 Extension A, Elukwatini, 1190 Piet Retief, No. 11 Measroch Street, Piet Retief Office , Kwa-Mhlanga Government Complex, Provincial Treasury, Building No. 12, Computer Centre, Department of Public Works, Kwa-Mhlanga Government Complex, Department of Finance, Piet Retief no. 11 Measroch Street, Secunda, No. 5 Van Eck Street, Secunda (Opposite Sasol Value Gas Garage),Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, on payment of non-refundable levy of R150 or can be downloaded at https://www.etenders.gov.za/Home/Opportunities. Only bank guaranteed cheque or cash will be accepted.

The closing date for receipts of bids is per the bid bulletin at 12h00

Duly completed bids enclosed in a sealed envelope marked **'provision of occupational hygiene services in the Department of Economic Development and Tourism for (Riverside Government Complex, Mbombela Square and eMalahleni Offices) for a period of thirty-six (36) months'** including the name of the bidder and bid number shall be deposited in a clearly marked bid boxes provided at the following Provincial Supply Chain Offices:

- **Mbombela Riverside Government Complex, Building No. 9, Government Boulevard, Mbombela, 1200**
- **Provincial Treasury, Malelane 24 Air Street**
- **Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa, 0472**
- **Department of Public Works, Cnr. Lillian Ngoyi and Dr. Beyers Naude Streets, Old TPA Building, Ground Floor, Office A5, A9, and 11, Middleburg**

- **Elukwatini Sub Regional Offices, Office No. A49 and A50 (Opposite Elukwatini Community Hall) Stand Number 12 Extension A, Elukwatini, 1190**
- **Piet Retief, No. 11 Measroch Street, Piet Retief Office**
- **Kwa-Mhlanga Government Complex, The Provincial Treasury, Building No. 12, Computer Centre**
- **Secunda, No. 5 Van Eck Street, Secunda (Opposite Sasol Value Gas Garage)**
- **Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge**

The bids will be opened in public on the closing date specified on the bid bulletin.

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted.

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration.

All documentation submitted in response to this bid must in English, unless otherwise indicated under technical specification.

2. COMPULSORY BRIEFING SESSION

VENUE **Only one briefing session needs to be attended**	**DATE**
Nokuthula Simelane Building, 1st Floor, Riverside Government Complex, Mbombela , 1200	**As per bid bulletin**
Witbank Midland Centre, Corner of Rosmead and Ryan Road Klipfontein	**As per bid bulletin**
Mbombela Square Samora Machel Drive Building 4-Mbombela, 1200	**As per bid bulletin**

3. INTRODUCTION

The Department of Economic Development and Tourism hereby invites prospective Bidders who have the necessary skills and capacity for the provision of occupational hygiene services in the Department of Economic Development and Tourism for (Riverside Government Complex, Mbombela Square, and eMalahleni Offices) for a period of thirty-six (36) months.

4. BACKGROUND

The Mpumalanga Department of Economic Development and Tourism in contributing to the safety, health, environment, risk and quality (SHERQ) management in the Public Service is currently seeking a bidder for the for the provision of occupational hygiene services in the following offices: Riverside Government Complex, Mbombela Square, Ermelo and Witbank Offices) for a period of thirty-six (36) months.
The implementation of the SHERQ Management Policy mandates the Department to ensure that Occupational Hygiene Services are provided in the work environment.

5. PURPOSES

To appoint a service provider(s) for the provision of occupational hygiene services in the Department of Economic Development and Tourism for (Riverside Government Complex, Mbombela Square and eMalahleni Offices) for a period of thirty-six (36) months.

6. OBJECTIVES

The objective of the project is to ensure proper management of occupational health, safety, environment, risk and quality (SHERQ) in the Department through the provision of Occupational Hygiene Services.

7. TERMS OF REFERENCE

The terms of reference for the provision of the Occupation Hygiene Services are that the service provider will:

- Ensure administration of control methods
- Conform to Legal obligations and good industry practice;
- Render occupational hygiene services;

8. SCOPE OF WORK

NB: 99.99% GERM KILLER DISINFECTANTS MUST BE UTILIZED FOR CLEANING Of THE SANITARY AND WASTE BINS TO COMBAT VIRUSES AND BACTERIA

HYGIENE TASK DESCRIPTIONS

TASK DESCRIPTION	FREQUENCY
SANITARY DISPOSAL BINS (SHE- BINS) FOR WOMAN CUBICLES & IN DISABILITY TOILETS	
Sanitary waste must be removed weekly whether full or not full and not disposed of in public areas. Disposal must be carried out in accordance with the OHS Act on housekeeping regulations and environmental management regulations. Bins must be properly cleaned and disinfected. Replace inner disposal bags regularly. • Foot pedal controller for opening & closing. Must have non touch self-closing tight lids with trap doors • Sanitary bin must be replaced free of charge in the event of malfunctioning or factory fault within a day after being reported.	Weekly
SANITARY HYGIENE DISPENSERS AND BAGS	
• Supply, sanitary hygiene bags. • Sanitary bag dispensers must be replaced free of charge in the event of malfunctioning or factory fault within a day after being reported.	Twice per month and as when required
SURFACE SEAT DISFECTANT	
• Refill/replenish the surface seat disinfectant liquid. • Sanitizer dispenser must be replaced free of charge in the event of malfunctioning or factory fault within a day after reported.	Twice per month and as when required
AUTOMATIC AIR FRESHENER	
• Air freshener must be refilled and must spray at intervals of 30 minutes to an hour as indicated in the services required. • Air freshener dispenser must be replaced free of charge in the	As and when need arise

TASK DESCRIPTION	FREQUENCY
event of malfunctioning or factory fault within a day after reported.	
PAPER TOWEL	
• Paper towel dispensers must be replaced free of charge in the event of malfunctioning or factory fault within a day after reported. • Supply paper towels.	Once per month and/or as when required
HAND SOAP	
• Hand soap dispensers must be replaced free of charge in the event of malfunctioning or factory fault within a day after reported. • Supply hand soap refills.	Once per month and/or as when required

NB: All dispensers should be lockable to prevent theft. The Service Provider must install all dispensers with the costs included in the monthly payments. All dispenser batteries must be of high quality and durability. The batteries must be inspected regularly and replaced accordingly. Upon termination of the contract, the Service Provider must remove all equipment from the premises without causing any damage to the property. The service provider will be held liable for any damage and payment may be withheld.

9. BILL OF QUANTITIES

HYGIENE SERVICES- RIVERSIDE, GOVERNMENT COMPLEX
ADDRESS: NOKUTHULA SIMELANE BUILDING
GOVERNMENT BOULEVARD, RIVERSIDE PARK
MBOMBELA

HYGIENE EQUIPMENT TO BE SUPPLIED AND INSTALLED/ MOUNTED (ONCE OFF)

Item No.	Quantity	Description	Unit Price (VAT inclusive)	Total Price (VAT Inclusive)
1	09	Automatic paper towel dispenser	R	R
2	17	Lockable toilet papers 3 rollers holders	R	R
3	07	Manual hand soap dispenser 1litre	R	R
4	13	Sanitary waste bag dispenser	R	R
5	23	Auto janitor dispenser for urinal and toilet bowls	R	R
6	17	Mounted automatic toilet seat disinfected dispenser 250 ml	R	R
7	09	Mounted automatic air freshener dispenser 250ml	R	R
Total once- off price: Subtotal A				R

HYGIENE CONSUMABLES REFILLS

Description of items	Quantities	Services required	Unit Price per month Inc. VAT	Price per month Inc. VAT
Sanitary disposal bins/she-bins 10 litres, foot pedal controller (Women, disabilities cubicles)	13	Supply, installation & (Maintenance weekly)	R	R
Sanitary hygiene bag dispensers	13	Maintenance	R	R
Sanitary hygiene bags	260 bags	Supply and maintenance	R	R
Medium Sanitary she bins lining bags.	52 bags	Supply and maintenance	R	R
Surface (toilet seat) disinfectant dispensers 250ml	17	Maintenance	R	R

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND eMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Description of items	Quantities	Services required	Unit Price per month Inc. VAT	Price per month Inc. VAT
Disinfectant 99.9 % germ killer foam 250ml for toilet seat	17	Supply and maintenance. (Refills bottles to be replaced as and when required)	R	R
Microburst 3000 Air Freshener Dispenser	09	Maintenance.	R	R
Air fresheners refills 250ml	09	Supply and maintenance. (Refills bottles to be replaced as and when required)	R	R
Automatic paper towel dispenser	09	Maintenance.	R	R
Paper towels	60	Supply and maintenance.	R	R
15 litre Waste bins	09	Supply, installation & Maintenance.	R	R
15 litre Waste bins lining bags.	210 bags	Supply and maintenance. (Refills to be replaced as and when required.)	R	R
Lockable Toilet paper holders 3 rolls	17	Maintenance as and when required.	R	R
Hand Soap manual dispensers 1000ml	07	Maintenance	R	R
Hand soap refills 1litre	07	Supply and maintenance	R	R
Auto janitor dispenser for urinal and toilet bowls	23	Maintenance	R	R
Auto janitor refills for urinal and toilet bowls	23	Supply and maintenance as and when required	R	R
Subtotal B			R	R

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND eMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

HYGIENE SERVICES- MBOMBELA SQUARE
ADDRESS: SAMORA MACHEL DRIVE
BUILDING 4- FLOORS, 3,4,5 AND 6- MBOMBELA

HYGIENE EQUIPMENT TO BE SUPPLIED AND INSTALLED/ MOUNTED(ONCE OFF)

Item No.	Quantity	Description	Unit Price(vat inclusive)	Total Price (Vat Inclusive)
1	12	Sanitary waste bag dispenser	R	R
2	20	Auto janitor dispenser for urinal and toilet bowls	R	R
3	16	Mounted Automatic toilet disinfected seat dispenser 250 ml	R	R
4	08	Mounted automatic air freshener dispenser 250ml	R	R
Total once- off price: Subtotal C				R

HYGIENE CONSUMABLES REFILLS

Description of items	Quantities	Services required	Price per month VAT Inc	Price per month VAT Inc
Maintenance of Sanitary disposal bins/she-bins	12 SHE bins available	Maintenance weekly	R	R
Medium Sanitary she bins lining bags	48	Supply and maintenance	R	R
Sanitary waste bag dispenser	12	Maintenance	R	R
Sanitary hygiene bags	240 bags	Supply & Maintenance	R	R
Surface (toilet seat) disinfectant dispensers 250ml	16	Maintenance	R	R
Disinfectant 99.9 % germ killer foam 250ml	16	Supply & Maintenance. (Refills bottles to be replaced as and when required)	R	R
Microburst 3000 Air Freshener Dispenser	08	Supply, and maintenance	R	R
Air fresheners refills 250ml	08	Supply & Maintenance. (Refills bottles to be replaced	R	R

Description of items	Quantities	Services required	Price per month VAT Inc	Price per month VAT Inc
		as and when required)		
15 litres Waste bins	08	Supply, installation & Maintenance.	**R**	**R**
15 litres Waste bins lining bags.	240 bags	Supply and maintenance. (Refills to be replaced as and when required.)	**R**	**R**
Hand Soap manual dispensers 1litre	08	Maintenance	**R**	**R**
Hand soap refills 1litre	16	Supply & Maintenance	**R**	**R**
Auto janitor dispenser for urinal and toilet bowls	20	Maintenance	**R**	**R**
Auto janitor dispenser for urinal and toilet bowls	20	Supply and maintenance as and when required	**R**	**R**
Subtotal: D			**R**	**R**

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND eMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

HYGIENE SERVICES- WITBANK
MIDLAND CENTRE
CORNER OF ROSMEAD AND RYAN ROAD KLIPFONTEIN

HYGIENE EQUIPMENT TO BE SUPPLIED AND INSTALLED/ MOUNTED (ONCE OFF)

Item No.	Quantity	Description	Unit Price(vat inclusive)	Total Price (Vat Inclusive)
1	02	Automatic paper towel dispenser	R	R
2	06	Lockable Toilet papers 3 holders	R	R
3	02	Manual hand soap dispenser 1litre	R	R
4	04	Sanitary waste bag dispenser	R	R
5	08	Auto janitor dispenser for urinal and toilet bowls	R	R
6	06	Mounted Automatic toilet disinfected seat dispenser 250 ml	R	R
7	02	Mounted automatic air freshener dispenser 250ml	R	R
Total once- off price: Subtotal E				R

HYGIENE CONSUMABLES REFILLS

Description of items	Quantities	Services required	Unit Price per month Inc. VAT	Price per month Inc. VAT
Sanitary disposal bins/she-bins 10 litre Foot pedal controller	04	Supply, installation & (Maintenance weekly)	R	R
Medium Sanitary she bins lining bags	08 bags	Supply and maintenance	R	R
Sanitary hygiene bag dispensers	04	Maintenance	R	R
Sanitary hygiene bags	80 bags	Supply and maintenance	R	R
Surface (toilet seat) disinfectant dispensers 250ml	06	Maintenance	R	R
Disinfectant 99.9 % germ killer foam 250ml	06	Supply & Maintenance. (Refills bottles to be replaced as and when required)	R	R
Microburst 3000 Air Freshener Dispenser	02	Supply, installation & Maintenance	R	R

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND eMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

Description of items	Quantities	Services required	Unit Price per month Inc. VAT	Price per month Inc. VAT
Air fresheners refills for the dispensers 250ml	02	Supply and maintenance. (Refills bottles to be replaced as and when required)	**R**	**R**
Automatic paper towel dispenser	02	Maintenance	**R**	**R**
15 litre Waste bins	02	Supply and maintenance	**R**	**R**
Medium Waste bins lining bags	20	Supply and maintenance. (Refills to be replaced as and when required.)	**R**	**R**
Paper towels	10	Supply and maintenance.	**R**	**R**
Lockable Toilet paper 3 holders	06	Maintenance	**R**	**R**
Hand Soap automatic dispensers 1litre	02	Maintenance	**R**	**R**
Hand soap refills 1litre	02	Supply & Maintenance	**R**	**R**
Auto janitor dispenser for urinal and toilet bowls	08	Maintenance	**R**	**R**
Auto janitor dispenser for urinal and toilet bowls	08	Supply & Maintenance	**R**	**R**
Subtotal F			**R**	**R**

10. TOTAL SUMMARY

No	Description: THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OCCUPATIONAL HYGIENE AND RELATED SERVICES IN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM FOR (RIVERSIDE GOVERNMENT COMPLEX, MBOMBELA SQUARE AND eMALAHLENI OFFICES) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.	Total summary	TOTAL SUMMARY X 36
1	Hygiene Services- Riverside, Government Complex Address: Nokuthula Simelane Building Government Boulevard, Riverside Park, Mbombela Subtotal: B	R	R
2	Hygiene Services- Mbombela Square Address: Samora Machel Drive Building 4- Floors, 3,4,5 And 6- Mbombela Subtotal: D	R	R
3	Hygiene Services- Witbank Midland Centre Corner of Rosmead And Ryan Road Klipfontein Subtotal: F	R	R
4	Total Consumables price per month x 36 months Subtotal: B+D+F = G	R	R
5	Total bid price for Equipment installed (Once –off) Subtotal: A+C+E = H	N/A	
	Total Bid price (Bid offer) VAT inclusive G+H	R	R

11. EVALUATION OF BIDS PROCEDURE

11.1. Proposals will be evaluated at different stages; the **first stage /phase (Initial screening)** would be general validity in terms of the **compulsory** requirements stated below under returnable documents.

11.2. Bids, which fail in general to meet the compulsory returnable requirements, will be rejected and will not be evaluated further.

11.3. The second stage / phase II will be the consideration of functionality. Requirements are set which will assist DEDT to assess the capacity and experience of the service providers. The evaluation of the functionality will be evaluated individually by members

of the Bid Evaluation Committee in accordance with the criteria indicated in the table prior to consolidation.

11.4. The minimum threshold of 70% for functionality must be met in order for bid offers to continue to the next stage of evaluation. Only bids that achieved the minimum qualifying score for functionality will be evaluated. Bids that fail to achieve average of 70% for functionality will be disqualified and will not be evaluated further.

11.5. The third stage of evaluation will be according to the preference points claimed for specific goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system). Bids will be evaluated in terms of 80/20 Preference Points System.

11.6. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on pro-rata basis. Pricing should be indicated in South African Rand, all-inclusive.

12. Phase I: Initial screening / Mandatory Requirements

Please indicate **YES** or **NO** ✓ Place a Tick in the appropriate column	**YES**	**NO**
Briefing session attendance is compulsory and signing of attendance registers in the name of the bidding company is required. Failure to attend compulsory briefing session the bidder will be disqualified.		
Bidders must be registered on the Central Supplier Database (CSD) and the Department of Economic Development and Tourism shall verify the Bidder's tax compliance status through CSD (Attach proof of CSD registration report). Aalternatively, bidders must submit their CSD reference numbers (MAAA…..) together with their Bids. In the case of JVs or Consortiums, each JV/Consortium member company or sub-contracting must provide their own proof of CSD registration / CSD or reference number. It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations: • Tax compliance status – The bidder must be tax compliant during the submission of the bid. • The Business registration status- In business • Bid restrictions and defaulters status- Not registered on the list of restricted suppliers and tender defaulters list • Identification number and the service of the state status of the Company's Directors **Failure to adhere to the above will lead to automatic disqualification**		

Please indicate **YES** or **NO** ✓ Place a Tick in the appropriate column	**YES**	**NO**
Bill of Quantities must be fully completed		
Fully and accurately, complete and signed Invitation to bid (SBD 1).		
Fully and accurately, completed and signed Bidders Disclosure (SBD 4). Should the Bidder provide false information or misrepresentation on the Bidder's Disclosure Documentation (SBD4), such bidder shall immediately be disqualified.		
Valid Compensation for **Occupational Injuries Disease Act 1993 (COIDA)** or **valid letter of good standing** or **Letter of tendering purposes** obtainable from the Department of Employment and Labour.		
Valid proof registration for Unemployment Insurance Fund obtainable from the Department of Employment and Labour.		
Signed Letter of Resolution authorizing a person to sign the bid documents. • In the case of a **ONE PERSON CONCERN / SOLE PROPRIETORSHIP** submitting a tender, this shall be clearly stated on the company letterhead. • In the case of a **COMPANY** submitting a tender, include a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a **CLOSED CORPORATION** submitting a tender, include a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf. • In the case of **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender. • **In the case of joint Ventures / Consortiums** ▪ A resolution by Board of Directors of each partner company for signatory to act on behalf of their company as part of the bidding entity for a Joint Venture / Consortium being the bidding entity. ▪ Joint Ventures / Consortiums, a document of establishment of		

Please indicate **YES** or **NO** ✓ Place a Tick in the appropriate column	**YES**	**NO**
the venture (Joint venture Agreement) should accompany bid documents. Representatives of all the parties in the joint venture must sign the establishment document (Joint Venture Agreement). ▪ Signed Letter of the authorisation of the Member of Joint venture / consortium to act on behalf of the consortium or a joint venture shall be included in the bid submitted. • **Only persons duly authorized by a company shall sign the documents that are to be submitted as part of this Bid.**		
Submit a valid sanitary waste removal certificate issued in the name of the bidder or name of the entity's Director issued by the relevant authority. **Where the sanitary waste removal certificate is not in the name of the bidder or the entity's Director.** **The bidder must comply with the following:** • Submit a Sanitary waste removal certificate from a company in possession of sanitary removal certificate. • A letter of intent from the sanitary waste removal company in possession of certificate.		
Company Profile		

The bidder must comply with all phase 1 requirements to qualify for the next phase of the evaluation processes.

13. Phase II: Functionality evaluation as per Terms of Reference

13.1. Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

13.2. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated in the terms of reference. The panel responsible for scoring respective bids will evaluate and score all bids based on the submissions and the information provided.

13.3. Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

13.4. The panel members will individually evaluate the responses received against the following criteria as set out in terms of reference.

14. EVALUATION CRITERIA

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria.

BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
Criteria	**Evidence**	**Points earned**	**Total Points**
Company experience / ability and capability in rendering occupational hygiene services and related services **NB: Bidders must submit the reference letter(s) for each completed project. The content of the reference letters/testimonials must indicate the type of services rendered, value and duration of the completed projects/service, all letters or testimonials must have letterhead of companies or Department where they previously rendered the service or currently rendering the service, visible address, contact details and the testimonials, reference letters must be duly signed.** **Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.**	No attachment	0	40
	1 Reference letter/ Testimonial Should include the duration of the project, contact details (email or contact numbers).	5	
	2 Reference letter/ Testimonial Should include the duration of the project, contact details (email or contact numbers).	10	
	3 Reference letter/ Testimonial Should include the duration of the project, contact details (email or contact numbers).	15	
	4 Reference letter/ Testimonial Should include the duration of the project, contact details (email or contact numbers).	20	
	5 Reference letter/ Testimonial Should include the duration of the project, contact details (email or contact numbers).	30	
	6 and above Reference letter/ Testimonial Should include the duration of the project, contact details (email or contact numbers).	40	
Previous company experience and monetary value in rendering occupational hygiene and related services. **NB: Bidders must submit the reference letter(s) for each**	No proof of monetary value of previous projects of similar nature.	0	30
	Contract of similar nature ranging from R1 to R500 000.	10	
	Contract of similar nature ranging from R500 001 to R 1 000 000.	20	
	Contract of similar nature ranging from	30	

BID EVALUATION CRITERIA FOR PREFERENCE AND PRICE			
Criteria	**Evidence**	**Points earned**	**Total Points**
completed project. The content of the reference letters/testimonials must indicate the type of services rendered, value and duration of the completed projects/service, all letters or testimonials must have letterhead of companies or Department where they previously rendered the service or currently rendering the service, visible address ,contact details and the testimonials, reference letters must be duly signed. **Contracts, Service Level Agreements, Appointment Letters and Purchase Orders will not be considered as proof of experience.**	R1 000 001 to more.		
The bidder must submit a valid waste removal certificate.	No certificate	0	20
	Waste removal certificate	20	
Details of staff available for this contract (Attach CV's and certified copies of qualifications and written content from the relevant person for verification)	No attachment	**0**	10
	Relevant qualification or certificate in (Occupational Health and Safety) or Occupational Hygienist	**5**	
	Relevant qualification or certificate in (Occupational Health and Safety) or Occupational Hygienist registered with the Department of Employment and Labour.	**10**	
Total points			**100**
Minimum score required			**70**

15. Third stage: Pricing and preferential procurement:

15.1. Service Providers scoring at least a minimum **70%** threshold on functionality will then be evaluated further on price and preference points scored in terms of specific goals.

15.2. Any bidder scoring below 70% on functionality will be eliminated and not considered further.

15.3. The **third stage** of evaluation will be according to the preference points claimed for specific goals and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system).

15.4. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on pro-rata basis. Pricing should be indicated in South African Rand, all-inclusive.

15.5. Bidders must include a fully completed and signed Preference Points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) in order to claim the preference points (specific goals).

15.6. In the event of failure to fully complete and sign SBD 6.1, bidders will not be awarded points attributed to specific goals.

15.7. Valid B-BBEE Level Certificates verified by SANAS, valid B-BBEE certificate issued by Companies and Intellectual Property Commission (CIPC) or sworn affidavit attested by Commissioner of Oath.

15.8. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

16. PREFERENTIAL PROCUREMENT REGULATION 2022 (80/20)

16.1. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

16.2. A maximum of 20 points may be awarded to a tenderer for the specified goals for the tender.

16.3. The points scored for the specific goal must be added to the points scored for the price and the total must be rounded off to the nearest two decimal places.

16.4. Points will be awarded to a bidder for attaining the specific goals in accordance with the table below.

16.5. **80/20** preference point system for acquisition of goods or services with Rand value equal to or below R50 million. **(Valid B-BBEE certificate or B-BBEE affidavit as evidence of claiming points).**

Description (Specific goals)	Number of points (20)
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10 points
Enterprises that are at least 51% women-owned	5 points
Enterprises that are at least 51% owned by disabled persons	2 points
Enterprises that are at least 51% owned by Youth	2 points
Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1 point
Total points	**20 points**

16.6. Bidders who do not submit B-BBEE verification certificate or a sworn affidavit will not qualify for preference points, therefore points attributed to specific goals will not be awarded.

17. HEALTH AND SAFETY

17.1. The service provider will have to cooperate with the health inspector.
17.2. The service provider must comply with the provision of Occupational Health and Safety Act (OHSA) and Compensation of Injury and Disease Act (COIDA).

18. BID RULES / CONDITIONS AND OTHER IMPORTANT INFORMATION TO NOTE:

18.1. The department is not bound to accept any of the proposals submitted.
18.2. The department reserves the right to negotiate price with the preferred bidder.
18.3. The lowest or any bidder will not necessary be accepted and the department reserves the right to accept the whole or part of any bid;
18.4. A bid from any bidder or its directors / partners whose name appears on the National Treasury Database of restricted suppliers will not be considered;
18.5. Late and incomplete bids will not be considered.
18.6. All bids must be submitted on the official forms provided (not to be re-typed) or in the manner prescribed in the bid document.
18.7. Verification of reference letters may be conducted.
18.8. Documents should strictly be completed in black ink only by the bidder. Mistakes made by the bidder on the documents shall not be erased with correcting fluid. A line should

be drawn through the incorrect entry and the correct information included next to that. The bidder must initial information on the line drawn. If not done accordingly, the bid shall be disqualified.

18.9. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.

18.10. The bill of quantities must be fully completed; else, the Bidder will be excluded for further evaluation. Rates shall be summed up on the summary page and VAT must be added to produce the Total Bid Amount.

18.11. Value Added Tax at 15% must be included in their pricing. If a bidder is not registered with SARS for VAT purposes and is awarded the Contract, the value of which is above the threshold required for registration as a VAT Vendor, the successful bidder must submit proof that the Bidder has applied for VAT Vendor registration within 14 days of the signing of the contract with the Department, failure of which shall result in the VAT not being paid to the successful bidder.

18.12. The Department reserves the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.

18.13. The Department reserves a right not to appoint the lowest or any bidder.

18.14. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will automatically disqualify the submitted bid.

18.15. The Department reserves the right to cancel or withdraw this bid if: Due to changed circumstances, there is no longer a need for these services; or funds are no longer available to cover the total envisaged expenditure; or No acceptable bids are received; or there is a material irregularity in the Bid Process.

18.16. In the case of sub-contracting or joint venture agreement, the Department will enter into a single contract with the principal bidder.

18.17. The Department reserves the right to call interviews with short-listed bidders before final selection.

18.18. The Department reserves the right to, at its sole discretion, seek clarification and/or further supporting information from any or all bidders, during the bid adjudication process. During this process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought by the Bidder, offered or permitted by the Department.

18.19. Without limiting the generality above, the Department may, in its sole discretion: Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed subcontractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and require or seek out confirmation from other parties of information furnished by a Bidder.

18.20. The Department reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.

18.21. The successful bidder will be required to sign a Service Level Agreement (SLA) with the Department.

18.22. This request for bid document contains confidential information about Department, which has been provided to supply potential bidders with the data necessary to provide a holistic response.

18.23. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of Department.

18.24. Any reproduction or transmission of information contained in this document, except for the sole purpose of responding to this bid, is strictly prohibited.

18.25. All bids will be valid for **120 days** after closing date.

18.26. All Acts and Regulations relating to hygiene services must be adhered to by the Service Provider. All equipment and material must comply with South African National Standards and Occupational Health and Safety Act and regulations and must be of high quality.

18.27. The successful service provider must provide acceptable protective clothing/uniform for his/her staff members.

18.28. The Department reserves the right to conduct tests and analysis on the hygiene detergents and equipment provided by the bidder to ascertain the quality and compliance to South African Bureau of Standards (SABS).

18.29. No equipment, chemicals that may damage the buildings, fittings, and persons shall be used. The Department has the right to reject such.

18.30. Any shortcoming in these terms of reference must be identified by the service provider prior the awarding of contract. Any shortcoming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.

18.31. Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period; DEDT may cancel the contract within one-month notice.

18.32. The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

18.33. Provide all personnel working under this contract with personnel protective clothing, which clearly states the name of the Service Provider/ Company.

18.34. Hygiene equipment to be supplied and installed/ mounted (once off) may be subjected to monthly installment for the duration of the contract upon agreement.

18.35. In cases where the Department decides to move to another office or close some of the offices, information will be communicated prior and the Service Provider must be willing to move delivery to a new location and honour the costing in that new venue.

18.36. Should the Department move to another location, the landlord may provide these services, the bidder must be willing to terminate the contract within the year on three months' notice without any penalties.

19. THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND TOURISM SHALL:

19.1. Conduct business in a courteous and professional manner with the Service Provider.

19.2. Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.

19.3. Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.

19.4. The DEDT will enter into a Service Level Agreement upon appointment of the suitable Service Provider. These terms and Conditions will also form part of the service level agreement.

20. CONTACT PERSONS:

Inquiries	Contact Person	Contact Details
Technical	Ms. CR Nyalungu	Tel: 013 766 4112 E-mail:NyalunguCR@mpg.gov.za
SCM Related	Mr. MN Nxumalo	Tel: 013 766 4513 E-mail:MNNxumalo@mpg.gov.za

SARS

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option ..... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? ..... YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct _____ to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...

   As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

PREFERENCE POINTS 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

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1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

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

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

1.4 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.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the

time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt-P}{P}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt-P}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined in the act. (Refers to Black, coloured and Indians)	10	
Enterprises that are at least 51% women-owned	5	
Enterprises that are at least 51% owned by disabled persons	2	
Enterprises that are at least 51% ownership by Youth	2	
Enterprises that are at least 51% owned by black people living in rural or underdeveloped areas or townships	1	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Total points	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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 fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 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.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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