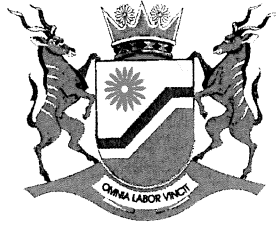


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MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF COMMUNITY SAFETY, SECURITY &
LIAISON**

BID NUMBER: SS/072/23/MP

**SUPPLY, DELIVERY INSTALLATION AND
MAINTENANCE OF HYGIENE EQUIPMENT AND
SUPPLY HYGIENE CHEMICALS IN
MPUMALANGA DEPARTMENT OF COMMUNITY
SAFETY, SECURITY AND LIAISON AS AN WHEN
REQUIRED FOR A PERIOD OF FIVE (05) YEARS**

ISSUED BY:

Department of Community Safety, Security & Liaison
Private Bag X11269
Mbombela
1200

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 COMMUNITY SAFETY, SECURITY & LIAISON					
BID NUMBER:	SS/072/23/MP	CLOSING DATE:	14 SEPTEMBER 2023	CLOSING TIME:	12H00
DESCRIPTION	SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND SUPPLY HYGIENE CHEMICALS IN MPUMALANGA DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIASON AS AN WHEN REQUIRED FOR THE PERIOD OF FIVE (5) YEARS				
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 EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 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.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. SJ Sibiya		CONTACT PERSON	Mr TA Bekwa	
TELEPHONE NUMBER	013 766 4441		TELEPHONE NUMBER	013 766 1703	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	ssibiya@mpg.gov.za		E-MAIL ADDRESS	tabekwa@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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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:

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

1. PURPOSE

Is to appoint a service provider(s) for the supply, delivery, installation and maintenance of hygiene equipment and consumables for the Mpumalanga (Department of Community Safety, Security and Liaison) as and when required for the period of five (05) years.

2. BACKGROUND

The Department is in need of services for supply, delivery, installation and maintenance of hygiene equipment and consumables.

3. SCOPE OF WORK

The bidder shall supply, deliver and install hygiene equipment and consumables in all Departmental offices in Ehlanzeni, Gert Sibande, Nkangala, Bohlabela and Head Office. All equipment supplied should be **SABS** approved. The bidder shall ensure the monthly refill, servicing and maintenance of equipment. The bidder shall ensure the quarterly deep cleaning of all Departmental rest rooms.

- 3.1.1. Auto hand sanitizer dispenser;
- 3.1.2. Air freshener dispenser;
- 3.1.3. Manual foam hand dispenser;
- 3.1.4. Manual foam seat sanitizer dispenser;
- 3.1.5. Manual hand paper towel cabinet dispenser;
- 3.1.6. Sensor hand paper towel;
- 3.1.7. Manual high capacity toilet roll dispenser;
- 3.1.8. Auto hand paper towel dispenser;
- 3.1.9. Sanitary S.H.E bins;
- 3.1.10. Sanitary packet towel plastic dispenser;
- 3.1.11. Automatic Hand dryer dispenser 2.5kw;
- 3.1.12. Toilet roll dispenser (2 /4 toilet rolls);
- 3.1.13. Wall mounted waste bin;
- 3.1.14. Hand wash foam refill;
- 3.1.15. Hand wash liquid soap refill;
- 3.1.16. Auto sanitizer refill with 70% alcohol or more;
- 3.1.17. Air freshener spray (Various Fragrance
- 3.1.18. S.H.E bins plastic liner;
- 3.1.19. Plastic for hand towel bin;
- 3.1.20. She mini plastic packet for sanitary pad/tampons;
- 3.1.21. Hand paper towel/roll (for manual dispenser);
- 3.1.22. Hand paper towel/roll (for automatic dispenser);
- 3.1.23. Deo block for Male urinary;

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

- 3.1.24. Urinal Mat fresh;
- 3.1.25. Deep cleaning (Urinals, Toilet bowls, Toilet rims, toilet seat and basins);
- 3.1.26. Industrial wet wipes bucket (1000 sheets);
- 3.1.27. Liquid Chlorine for disinfecting;
- 3.1.28. Liquid Sanitizer 70% or above alcohol; and any
- 3.1.29. Additional hygiene equipment and services that may be required by the Department shall be marked up at 20% on the cost price.

4. BID REQUIREMENTS (MANDATORY)

To be considered responsive, the bid document must be accompanied by the following mandatory documents at the closing date and time of the bid. **Failure to comply/submit the mandatory requirements will invalidate the bid: All certified copies must be originally certified and not older than (03) three months from the closing date of the bid.**

- 4.1. Duly completed and signed all the attached SBD forms, SBD 1, SBD 4, SBD 6.1 and SBD 6.2.
- 4.2. The bidder must be registered on the Central supplier Database and must attach CSD Report.
- 4.3. Certified Copies of Company Registration Certificate from CIPC.
- 4.4. Certified Copies of Identity Documents of directors / partners / shareholders of the Company.
- 4.5. Bidders who are directors/ shareholders/ partners of the company and employed by the public sector (National, Provincial and Local Government) will NOT be considered and the bid shall be disqualified
- 4.6. Where consortium or joint ventures are involved a valid agreement between the parties must be attached, each party must submit certified copies of CIPC, valid tax compliant pin, CSD report and certified ID copy.
- 4.7. Bid documents must be duly completed in black ink and signed. Any use of correction fluid such as **tippex** on the bid documents shall nullify the bid. All incomplete bid documents shall not be considered.
- 4.8. Any false declaration in the SBD forms provided will be regarded as misrepresentation of facts. In case a bidder is awarded a contract based on the incorrect information provided, the contract will be cancelled and that the bidder will be restricted from doing business with the Public Sector.
- 4.9. Bidder must attach a valid Tax pin.
- 4.10. Compensation for Occupational Injuries and Diseases Act (COIDA) certificates (letter of good standing (Valid originally Certified copy)

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

5. GENERAL AND SPECIAL CONDITION OF THE BID

- 5.1. All contracts emanating from this bid will be subject to the General Conditions of Contract issued by the National Treasury attached to this bid and the Special Conditions of Contract, which will be concluded between the winning bidder and the Department.
- 5.2. The Department reserves the right to call interviews with short-listed Bidders before final selection.
- 5.3. The Department reserves the right to negotiate the price with the preferred bidder/s.
- 5.4. The lowest or any bid will not necessary be accepted and the department reserves the right to accept the whole or part of any bid.
- 5.5. The Department reserves a right to appoint more than one bidder.
- 5.6. Should there be damages during the installation, the bidder shall be liable and shall be within fourteen (14) days to correct/remedy the damages, failure of which, Department will recoup the value of the damages from the next invoices submitted.
- 5.7. The bidder must, within 30 days from the date of appointment, submit the following listed items. Failure to submit will results in the withdrawal of the appointment.
 - 5.7.1. Occupational Health and Safety Agreement, section 37(2);
 - 5.7.2. COIDA certificates (letter of good standing);
 - 5.7.3. The Occupational Health and Safety (OHS) risk assessments;
 - 5.7.4. List of all cleaning staff per site.
 - 5.7.5. All employees of bidder should have name clearance from South African Police Services.
- 5.8. Where chemicals are delivered, the bidder will be required to attach an approved (**Material Safety Data Sheet (MSDS). Chemicals delivered without the MSDS will not be accepted**)
- 5.9. The refill, servicing and maintenance of equipment shall be done monthly and the appointed bidder (s) shall compile and submit a detailed plan for the refill, servicing and equipment, which will be approved by the Department before implementation.
- 5.10. Deep cleaning shall be as and when a need arises and upon request.
- 5.11. All employees of the Bidder employed under this contract shall be required to wear a Uniform with the Logo of the company of the Bidder and must at all times wear their name tags indicating the name of the company, the employee's name and identity or employee number.

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

6. OWNERSHIP OF EQUIPMENT

- 6.1. The bidder shall note that the Department will take full ownership of the equipment at the end of the contract and warranty of 12 months from the date of installation, should be provided for the equipment.
- 6.2. All installed equipment must have a removable branding sticker.

7. RETURNABLE SCHEDULES FOR EVALUATION PURPOSES

- 7.1. No points will be allocated to bidders who fail to comply/ submit the returnable schedule as listed below. The Department may verify the authentication of the returnable documents, and any fraudulent attachment that might be identified will nullify the bid.
- 7.2. Copies of appointment letters in relation to this nature of service, with contactable numbers.
- 7.3. Copies of signed purchase orders on supply, delivery, installation and maintenance of hygiene equipment and consumables.
- 7.4. Copies of proof of financial bank rating from an accredited financial institution must have a rand value and bank dated stamp.
- 7.5. Originally certified copies of vehicle registration certificates in the name of the Company/original/ originally certified copy of Vehicle rental/ lease agreement.

8. BID EVALUATION CRITERIA

- 8.1. The bid will be evaluated in two (02) stages: Functionality and Price using **80/20 or 90/10** as per the PPPFA, depending on the lowest acceptable bid. A Bidder who scores less than 65 points of the 100 points allocated on the functionality will **NOT** be considered for further evaluation.

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

9. FUNCTIONALITY – FIRST STAGE

Functionality will be scored using the following values:

NO	DESCRIPTION	SCORING GUIDE	POINTS ALLOCATED
1	Company relevant years' experience in supply, delivery, installation and maintenance of hygiene equipment and services	-Above 5 years = 30 points -Above 4 – 5 years = 20 points - Above 3 - 4 years = 15 points -1 year -3 years = 10 points (Attached copies of appointment letters with contactable numbers)	30 POINTS
2	Proof of purchase order for supply, delivery, installation and maintenance of hygiene equipment and services	Orders above R500 000.00 = 25 points -Orders above R300 000 .00 – R500 000.00 = 15 points -Orders above R 100 000.00 – R300 000.00 = 10 points -Orders R100 000.00 and below = 05 points (Attached copies of signed purchase orders/remittance advice/proof of payment)	25 POINTS

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

No	DESCRIPTION	SCORING GUIDE	POINTS ALLOCATED
3	Availability of Delivery Company Vehicles	<ul style="list-style-type: none"> - Above 04 Company delivery vehicles = 20 points - 03 - 04 delivery vehicle = 15 points - 01 – 03 delivery vehicle = 10 points - Valid Signed rental / lease agreement = 05 points <p>(Attach certified copies of company vehicle registration certificates. Vehicle certificate that is NOT in the name of the company or vehicle licensing will not be considered)</p> <p>(Only a maximum of 05 points shall be allocated irrespective of the number of rented/ leased provided agreement vehicle lease agreement or letter of intent provided)</p>	20 POINTS
4	Company Financial capacity	<ul style="list-style-type: none"> -Above R500 000.00 = 25 points -Above R300 000.00 – R500 000.00 = 15 points -Above R100 000.00 – R300 000.00 = 10 points -R50 000.00 - R100 000.00 = 05 points <p>(Attach copy of proof of financial bank rating from accredited financial institution indicating rand value and bank dated stamp. No points will be allocated to bank a letter which does not have rand value and bank dated stamp.)</p>	25 POINTS
Total points for Functionality			100 POINTS

10. SECOND STAGE:

Bidders who obtain the threshold of 65 points and more will be further evaluated for price and specific goals using the **90/10 OR 80/20** preference point system

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

10.1. EVALUATION IN TERMS OF 80/20 PREFERENCE POINTS SYSTEM

10.1.1. The following formula will be used to calculate the points out of 80 for price in respect of a Rand Value equal or below R50 million inclusive of all applicable taxes

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

Where -

P_s = points scored for price tender under consideration

P_t = Price of tender under consideration and

P_{min} = Price lowest acceptable tender

10.1.2. A maximum of 20 points may be awarded to a tenderer for specific goals specified for this tender

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

10.1.4. Subject to section 2(1) (f) of the PPPFA, Act the contract must be awarded to the tenderer scoring the highest points

10.2. EVALUATION IN TERMS OF 90/10 PREFERENCE POINTS SYSTEM

10.2.1. The following formula will be used to calculate the points for price in respect of tender for acquisition of goods and services with a Rand Value above R50 million, inclusive of all applicable taxes

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

Where -

P_s = points scored for price tender under construction

P_t = Price of tender under consideration and

P_{min} = Price lowest acceptable tender

10.2.2. A maximum of 10 points may be awarded to a tenderer for specific goals specified for this tender

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

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

10.2.4. Subject to section 2(1) (f) of the PPPFA Act, the contract must be awarded to the tenderer scoring the highest point

11. SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER,

	80/20		90/10	
The specific goals allocated points in terms of this tender	Number of Points	Number of Points claimed by bidders	Number of Points	Number of Points claimed by bidders
Voting rights – Equity Ownership	03		02	
Women – Equity Ownership	05		02	
Disability – Equity Ownership	03		02	
Youth	05		02	
Local Nature of Enterprise	04		02	
	20 Points		10 Points	

13.1 Procedure to claim Special Goals points: (No specific goals will be allocated to bidders who fail to submit the below listed document

13.2 Central Suppliers Database (CSD) report must be attached and will be used to determine the ownership percentage for:

- i). Women,
- ii) Youth,
- iii). Locality, within Mpumalanga Province. (Attach proof of residence)
- iv). Voting rights that will determine the number of points to be allocated.

13.3 To claim point for disability a confirmation letter from the doctor or doctor's report must be attached.

14. BRIEFING SESSION

14.1. No briefing session

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

12. PRICE STRUCTURE

- 12.1.** The total bid price does not constitute the total amount to be paid by the Department; however, the quoted unit prices/ agreed unit prices will be used as rates per unit therefore the bidder may be paid more or less than the total bid price.
- 12.2.** And again the total bid price cannot be used as a contract prices, since this contract is on rates per item
- 12.3.** The bidder should ensure that all prices are inclusive of vat, taxes and labour costs.

SUPPLY, DELIVERY AND INSTALLATION OF HYGIENE EQUIPMENT

YEAR ONE (01)

DESCRIPTION	SIZES	QUANTITY	UNIT PRICE VAT INCLUSIVE (YEAR 1)	UNIT PRICE VAT INCLUSIVE (YEAR 2)	UNIT PRICE VAT INCLUSIVE (YEAR 3)	UNIT PRICE VAT INCLUSIVE (YEAR 4)	UNIT PRICE VAT INCLUSIVE (YEAR 5)
Auto hand sanitizer dispenser	241 X 75 X 315 Silver	1					
Auto hand sanitizer dispenser	241 X 75 X 315 White	1					
Auto Air freshener Dispenser	360 x 65 x 140 Silver	1					
Auto Air freshener Dispenser	360 x 65 x 140 White	1					
Manual Foam hand Dispenser	240 X 125 X 140 Silver	1					

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

Sensor Foam hand Dispenser	240 X 125 X 140 Silver	1					
Manual Foam hand Dispenser	240 X 125 X 140 White	1					
Sensor Foam hand Dispenser	240 X 125 X 140 White	1					
Manual Foam seat sanitizer Dispenser	275 X 110 X135 Silver	1					
Sensor Foam seat sanitizer Dispenser	275 X 110 X135 Silver	1					
Manual Foam seat sanitizer Dispenser	275 X 110 X135 White	1					
Sensor Foam seat sanitizer Dispenser	275 X 110 X135 White	1					

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

Manual hand paper towel cabinet Dispenser	475 X 245 X 395 Silver	1					
Manual hand paper towel cabinet multifold Dispenser	335 X 120 X 275 White	1					
Sensor paper towel cabinet Dispenser	475 X 245 X 395 Silver	1					
Auto paper towel cabinet compact Dispenser	335 X 216 X 290 White	1					
Sensor hand paper towel mystique Dispenser	365 X 232 X 320 Silver	1					
Manual hand paper towel dispenser	334 X 184 X 286 White	1					
Manual high capacity toilet roll dispenser	385 X 145 X 280 Silver	1					

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

Manual high capacity toilet roll dispenser	385 X 145 X 280 White	1					
Auto Hand paper towel dispenser	333 X 216 X 290 Silver	1					
Pedal she bin	23L Sliver 550 X 160 X510	1					
Pedal She Bin	15L Sliver 400 X 160 X 510	1					
Pedal she bin	23L White 550 X 160 X510	1					
Pedal She Bin	15L White 400 X 160 X 510	1					
Auto She Bins	23L Silver 550 X 160 X510	1					
Auto She Bins	15L Silver	1					

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

	400 X 160 X510							
Auto She Bins	23L White 550 X 160 X510	1						
Auto She Bins	15L White 400 X 160 X510	1						
Sanitary packet plastic dispenser	105 X 25 X 95 White	1						
Sanitary packet plastic dispenser	105 X 25 X 95 Silver	1						
Automatic Hand dryer Dispenser 2.5kw	270 x 240 x 200 Silver	1						
Automatic Hand dryer Dispenser 2.5kw	270 x 240 x 200 White	1						

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

SERVICE, MAINTENANCE AND REFILL

DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE VAT INCLUSIVE (YEAR 1)	UNIT PRICE VAT INCLUSIVE (YEAR 2)	UNIT PRICE VAT INCLUSIVE (YEAR 3)	UNIT PRICE VAT INCLUSIVE (YEAR 4)	UNIT PRICE VAT INCLUSIVE (YEAR 5)
Foam refill	800ml	1					
Hand soap liquid refill	800ml	1					
Liquid hand sanitizer	500ml	1					
Liquid hand sanitizer	1L	1					
Liquid hand sanitizer	5L	1					
Liquid hand sanitizer	20L	1					
Air freshener spray	500ml	1					
She Bins plastic liner	Pack of 100	1					
Plastic for wall mounted hand towel bin	Pack of 100	1					
She mini Plastic packet for sanitary pad/ tampons	Pack of 20	1					
Folder Hand paper towel 1ply	120 sheet	1					

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

Folder Hand paper towel 2ply	120 sheet	1							
Giant roll 2ply	280 X 1000	1							
Giant Roll 2ply	205 X 1500	1							
Giant Roll 1ply	210 X 750	1							
Giant Roll 1ply	160 X 1500	1							
Giant Roll 1ply	210 X 1500	1							
Hand paper towel	270 sheets	1							

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

Deo block for Male urinary	5kg	1					
Urinal mats fresh	Pack of 10	1					
Removal of She Bins	Per she bin	1					
Removal and Disposal of blood samples (k/g)	Per kg	1					
Industrial wet wipes bucket	1000 sheet	1					
Liquid Chlorine for disinfecting	5L	1					
Liquid Chlorine for disinfecting	25L	1					
		TOTAL					

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

DEEP CLEANING

DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE INCLUSIVE (YEAR 1)	UNIT PRICE VAT INCLUSIVE (YEAR 2)	UNIT PRICE VAT INCLUSIVE (YEAR 3)	UNIT PRICE VAT INCLUSIVE (YEAR 4)	UNIT PRICE VAT INCLUSIVE (YEAR 5)
Male Toilets including toilet bowls, toilet rims and toilet seat	Per Toilet	1					
Male Urinals	Per Urinal	1					
Toilet Basins	Per Basin	1					
Female toilets including toilet bowls, toilet rims and toilet seat	Per Toilet	1					
TOTAL							

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

TRAVELLING COSTS

- a. The bidder will be required to collect S.H.E bin waste and delivery of monthly refills, as per the agreed scheduled.
- b. Travelling kilometer rate will be applicable from the company address to the requesting center.
- c. Job card will be required to be signed by the Departmental representative as proof of work done/delivery on site.

Number of call out made for per month	Unit Price	Rate per Kilometer (YEAR 1)	Rate per Kilometer (YEAR 2)	Rate per Kilometer (YEAR 3)	Rate per Kilometer (YEAR 4)	Rate per Kilometer (YEAR 5)
Rate per Kilometer	1km					
TOTAL						

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON) AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS

TOTAL BID PRICE FOR FIVE (05) YEARS

DESCRIPTION	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE	TOTALS
SUPPLY, DELIVERY AND INSTALLATION OF HYGIENE EQUIPMENT						
SERVICE, MAINTENANCE AND REFILL						
DEEP CLEANING						
TRAVELLING COSTS						
TOTAL BID PRICE FOR (05) YEARS						

SPECIFICATION FOR SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF HYGIENE EQUIPMENT AND CONSUMABLES FOR THE MPUMALANGA (DEPARTMENT OF COMMUNITY SAFETY, SECURITY AND LIAISON AS AND WHEN REQUIRED FOR A PERIOD OF FIVE (05) YEARS



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

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

Particulars of applicantName/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:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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 institution	State

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

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.

SBD4

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.

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.

SBD4

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other 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

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

1.2 To be completed by the organ of state

- a) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid 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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

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

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.

A 90/10 or 80/20 preference point system will be applicable depending on the lowest acceptable bid

The tenderer must indicate how points they claim for each preference point system as indicated on the table below:

	80/20		90/10	
The specific goals allocated points in terms of this tender	Number of Points	Number of Points claimed by bidders	Number of Points	Number of Points claimed by bidders
Voting rights – Equity Ownership	03		02	
Women – Equity Ownership	05		02	
Disability – Equity Ownership	03		02	
Youth	05		02	
Local Nature of Enterprise	04		02	
	20 Points		10 Points	

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

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

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

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

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.resbank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

NB

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

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

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

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

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

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

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

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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31. Notices
32. Taxes and duties
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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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 Programme (NIP)

- 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.

Js General Conditions of Contract (revised July 2010)