 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		Request for Proposal				Page 1 of 3				
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:


- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions


Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Request for Proposal	Page 2 of 3

SUPPLIER INFORMATION					
COMPANY NAME					
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:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Request for Proposal	Page 3 of 3

Tender documents can be obtained from <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		TERM BASED TYPE	Y		N		VALUE BASED TYPE	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

RETURNABLE ATTACHMENT**GAUTENG PROVINCE**TREASURY
REPUBLIC OF SOUTH AFRICA**PERSONAL INFORMATION PROCESSING FORM**

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.
2. For purposes contemplated in paragraph 1, the Gauteng Provincial Treasury (**Department**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Registration Number: _____) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA**)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
- ✓ ensure the lawful processing of Personal Information
 - ✓ secure the integrity and confidentiality of such Personal Information;
 - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
 - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
 - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
 - ✓ apply the acceptable information security practices and procedures.
11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



Provincial Supply Chain Management

RFP Point System
Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of **Preferential Procurement Regulation, 2017** pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders


Page 2 of 2

acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bidder's Disclosure</h2>	<h2>Page 1 of 3</h2>

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bidder's Disclosure	Page 2 of 3

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

2.2.1 If so, furnish particulars:

--

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

2.3.1 If so, furnish particulars:


--

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.
 Filename:RFP4GPT (SBD4)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bidder's Disclosure	Page 3 of 3


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	

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80 or 90
Preference Points	20 or 10
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

- The successful bidder may be audited during the course of the contract to verify the above information.


Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your supplier)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 1 of 44

COVER PAGE

SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS, REFUSE BAGS, CLEANING CHEMICALS AND CLEANING MATERIALS TO THE GAUTENG PROVINCIAL GOVERNMENT (GPG) DEPARTMENTS FOR A PERIOD OF 36 MONTHS.

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Indemnity

The GPT does not accept any liability for any damages whatsoever that may result from the unauthorized use of this document including the material contained herein, irrespective of the cause or circumstances.

Content

This document references various standards and specifications applicable to the relevant business sector within the Republic of South Africa. Changes to the current referenced standards and specifications effected after the preparation of this document have not been taken into account and therefore may vary. Changes or queries detected in this document must be brought to the attention of the GPT.

Compliance to this specification does not in itself confer immunity from legal obligations



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

**Page: 2
of 44**

CONTENTS PAGE

Item	Description	Page
N/A	Cover Page	1
N/A	Contents Page	2
N/A	Terms and Definitions	3 -4
N/A	Abbreviations	4
1	The Purpose	4
2	Product Requirements	4
3	The Customer and other Stakeholders	4
4	General Conditions	4
5	Applicable documents	4-6
6	Products and Services required	6-8
7	Subscription to legal requirements	9
8	Assessment of potential exposure	9-12
9	Products Specification for Laundry Chemicals	12 - 13
10	Technical Requirement for Laundry Chemicals	13 -15
11	Alkaline Detergent for Laundry Chemicals	15
12	Industrial Softeners for Laundry Chemicals	15
13	Industrial Liquid Bleach for Laundry Chemicals	15-17
14	Specification for Plastic Refuse Bags	17
15	Specification for Cleaning Chemicals and Materials	18-19
16	Project Management	19
17	Schedule Constraints	19
18	Evaluation Methodology	19 - 31
19	Award Conditions	31 - 34
20	Entities Split Per Region	34 – 41



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 3
of 44

TERMS & DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context, the following terms shall mean the following:

1. **“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended;
2. **“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended;
3. **“Closing Date”** shall mean the date and time when tenders for rendering the Service are due to be submitted;
4. **“Commencement Date”** shall mean the date on which the Service Provider shall commence rendering the services to the GPG;
5. **“Contract Price”** shall mean the prices tendered by the Service Provider for rendering the services to the GPG;
6. **“Contract”** shall mean and include the General Conditions of Tender as specified in the Terms of Reference, the tender forms, the Terms of Reference and any agreement concluded between the GPG and the Service Provider in relation to the service;
7. **“designated group”** has the same meaning assigned to it in terms of the Preferential Procurement Regulations, 2017, that is:
 - a. Black designated groups;
 - b. Black people;
 - c. Women;
 - d. People with disabilities; or
 - e. Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
8. **“designated sector”** means a sector, sub-sector or industry or product designated in terms of Regulation 8(1)(a) of the Preferential Procurement Regulations, 2017;
9. **“Employee”** shall mean any person in the employ of the GPG;
10. **“Supplier’s Employee”** shall mean the person employed by the supplier providing services to GPG departments
11. **“Financial Year”** means a twelve-month period commencing from 1 April and ending 31 March;
12. **“GPG”** shall mean the Gauteng Provincial Government;
13. **“GPT”** shall mean the Gauteng Provincial Treasury being a department of the Gauteng Provincial Government listed as such under Schedule 2 to the Public Service Act, Proclamation 103 of 1994;
14. **“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act 1 of 1999, as amended;
15. **“people with disabilities”** has the meaning assigned to it section 1 of Employment Act 55 of 1998, as amended;
16. **“PFMA”** shall mean the Public Finance Management Act 1 of 1999, as amended;
17. **“SAP”** shall mean an ERP software used for effective business operations;
18. **“Service Provider”** shall mean the bidder whose tender has been accepted by GPG
19. **“Service”** shall mean the supply and delivery of cleaning chemicals, laundry chemicals, cleaning materials and refuse bags to the GPG;



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 4
of 44

20. **“Stipulated minimum threshold”** means the minimum threshold stipulated in terms of Regulation 8(1)(b) of the Preferential Procurement Regulations, 2017;
21. **“Term”** shall mean the duration of Service for a period of 36 (thirty-six) months commencing on the Commencement Date and expiring period;
22. **“the Act”** means the legislative prescripts that must be complied with;
23. **“TOR”** shall mean the Terms of Reference for rendering the Services as specified in this document;
24. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994 as defined in the Preferential Procurement Regulations, 2017;
25. **“Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act 1 of 1999, as amended;

ABBREVIATIONS

- A. “BAS” shall mean Basic Accounting System
- B. “MTEF” shall mean medium-term expenditure framework
- C. “P-Card” shall mean Purchasing Card utilized by GPG
- D. GPG shall mean Gauteng Provincial Government
- E. GPT shall mean Gauteng Provincial Treasury

1. The Purpose

Supply and delivery of laundry chemicals, refuse bags, cleaning chemicals and cleaning materials to the Gauteng Provincial Government (GPG) Departments for a period of 36 months.

2. Product Requirements

In the supply and delivery of this commodity, the tenderer must ensure that: -

- Good products are supplied as indicated in this specification.
- Capacity and capability exist to supply products and quantities as indicated in the specification.
- Product supplied comply with all the relevant South African legislation.
- There is communication with Gauteng Provincial Treasury (GPT) in advance and in writing should there be changes in the product information.
- The delivery schedule as stated by the End User shall be strictly adhered to. The GPT and the relevant End Users (GPG Departments) expect a product of the obligatory quality to be supplied in all instances.

3. The Customer and Other Stakeholders


3.1 The Stakeholders

- Gauteng Provincial Government (GPG) Departments and Entities

4. General conditions

4.1 RFP Pack

- General conditions are stipulated in the various conditions which make up the RFP pack.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 5 of 44

4.2 Country of origin

Service Providers are encouraged to supply products that are produced in South Africa. Foreign products may only be acceptable if it is proven without doubt that the product cannot be sourced within the country.

5. Applicable documents

5.1 National standards

The product(s) offered shall in respect of all matters arising from the fulfilment of the contract comply with all laws and regulations as amended that are applicable to the services. In this regard, special reference is, *inter alia* made to the following acts and standards, which do not constitute an exhaustive list:

- SANS 1044 :2016 (Ed. 3.03): Industrial Laundry Detergents
- SANS 296: 2020 (Ed. 5.03): Sodium Hypochlorite Solutions
- SABS 1828: 2017 (Ed.2.01): Cleaning Chemicals for use in the Food Industry
- CKS 1264:2012 (Ed. 1.00): Garbage Bin Liners
- ISO 9001:2015 / SANS 9001:2015 "Requirement for Quality Management Systems"
- SANS 10228:2012 (Ed. 6.00) The identification and classification of dangerous goods for transport by road and rail modes
- SANS 10229-2:2010 (Ed.1 .01): Transport of dangerous goods – Packaging and large packaging for road and rail transport – Part 2: Large Packaging
- SANS 10229-2:2010 (Ed.2 .00): Transport of dangerous goods – Packaging and large packaging for road and rail transport – Part 1: Packaging
- SANS 11014:2010 Safety Data Sheet (MSDS) for chemical products – Part 1: Content and order of sections.
- SANS 5779:2019 (Ed. 3. 02): Fluorescent whitening agent content of laundry detergents.
- SANS 6081:2018 (Ed. 3. 01): Cleaning efficiency of low-foam laundry detergents.
- SANS 6082: 2018 (Ed. 3. 01): Cleaning efficiency of high foam laundry detergents.
- SANS 5806 :2006 ((Ed. 3 .00) Foam height of laundry detergents.
- SABS 10228:2012 (Ed.6. 00)" The Identification and Classification of Dangerous Goods for transport by road and rail modes
- SABS 10229:2010 (Ed.2. 00)" Transport of dangerous goods - Packaging and large packaging for road and rail transport Part 1: Packaging
- SANS 10049: 2019 (Ed. 5. 00) "Food Safety Management – Requirements for prerequisite programmes (PRP's)
- SANS 10330:2020 (Ed. 3 .00) Requirements for a Hazard Analysis and Critical Control Point (HACCP) system

5.2 Acts

- Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
- Compensation of Injury Diseases Act 130 of 1993 as amended
- Unemployment Insurance Act 63 of 2001
- Foodstuff, Cosmetic and Disinfectant Act (Act of 54 of 1972).
- The Public Finance Management Act, 1999 (Act No. 1 of 1999) as amended
- Protection of Personal Information Act, 2013 (Act No. 4 of 2013) as amended



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 6
of 44

- Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement
- Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)
- Public Finance Management Act, 1999 (Act No. 1 of 1999)
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- Agricultural Product Standards Act, 1990 (Act No. 119 of 1990)
- Foodstuffs, Cosmetics and Disinfectants Amendment Act, 1972 (Act 54 of 1972) as amended
- Trade and Metrology Act, 1973 (Act No. 77 of 1973)
- National Regulator for Compulsory Specifications Act (Act No. 5 of 2008), as amended through Legal Metrology Act (Act No. 9 of 2014)
- National Environmental Management: Waste Act, 2008
- Protection Of Personal Information Act
- Township Economic Development Act

Note: Should there be any newer version of any stated regulation or standard in this specification; the newer version shall be applicable in practice until further notice

6. The products and service required

Supply and delivery of laundry chemicals, refuse bags, cleaning chemicals and cleaning materials to the Gauteng Provincial Departments (GPG) as per the following:

6.1 Cleaning products

Cleaning products will include the following:

6.1.1 Refuse bags


6.1.2 Cleaning chemicals

6.1.3 Cleaning materials

6.2 Laundry products/ services

Laundry products/services will entail the following products (where required maintenance of relevant pumps included):

- Liquid laundry detergent
- Alkaline detergent
- Industrial softener
- Liquid bleach

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 7 of 44

6.2.1 The supplier for laundry service shall:

- Pump/transfer detergents into the different dosage drums.
- Maintain and service the dosage pumps for the detergents which will be utilized for the period of the contract.
- Provide training to the entities on the operation of the dosing system.
- Provide technical assistance as and when required by the entity.
- Supply swatch report quarterly to the Laundries.
- Take responsibility for cleaning should there be spillages during pumping of detergents and servicing of pumps.
- Replace any unit of the dosing system as and when required.
- Mark (clearly) all drums containing detergents.
- Ensure that all detergents are non-volatile and stable on storage for at least 3 months.
- Ensure that laundry detergents are used according to the recommended dilution.
- Ensure that laundry detergents are free of fragrance and dyes, which may irritate sensitive skin.
- Ensure that the detergents do not lump / solidify into hard lumps or cause corrosion to the laundry equipment.
- Ensure that the detergents are suitable for use on fabric that includes, but not limited to, the following: 100% cotton, 100% Acrylic and blankets without causing shrinkage or colour fading.

6.3 The product or service required for the Mortuary and Laboratory Chemicals

- Supply of SABS certified / compliant cleaning detergents and certified equipment to fulfil the cleaning obligation.
- The service provider shall co-operate with the Departmental Occupational Health and Safety representative per facility.
- All chemicals used shall have a Material Safety Data Sheet (MSDS) and/or Certificate of Analysis (CoA) per batch.
- The service provider shall utilize a pleasantly scented disinfectant for general cleaning of all surfaces. These should not be damaging to the surface materials.
- The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.

6.4 The product or service required for the Food Service Units

This specific area will require cleaning services (cleaning materials as well as cleaning chemicals).

- Supply of SABS certified / compliant cleaning detergents and certified materials to fulfill the cleaning obligation or equivalent.
- Disinfectants and detergent-disinfectants shall not contain perfumes. They shall not leave an objectionable odour, nor shall they impart any colour, odour or flavour to food products, when they are used in accordance with the manufacturer's recommendations.
- The manufacturer of the disinfectants and detergent-disinfectants shall make available to the certification body, or to the customer, as required, sufficient evidence to establish the safety of all raw materials used in the formulation of these products, and the freedom of the raw materials from contaminants or trace components in quantities that could prove harmful to human beings or leave toxic



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 8
of 44

residues on food or food processing equipment, when the products are used in accordance with the manufacturer's recommendations. Evidence to this effect shall include one or more of the following:

- a) Certification by a recognized authority;
 - b) Material Safety Data Sheet in accordance with SANS 11014:2010 Safety Data Sheet (MSDS)
 - c) Certificates of analysis; and
 - d) Any other relevant information
- Products shall be so packed as to ensure its' safe and secure transportation and handling. The packaging of disinfectants and detergent-disinfectants that are classified as dangerous goods in terms of SABS 0228:2012 shall comply with the relevant provisions of SABS 0229:2010.
 - The labels of disinfectants and detergent-disinfectants that are classified as dangerous goods in terms of SABS 10228:2012 shall contain the United Nations' number and proper shipping name and shall comply with the relevant provisions of SABS 10229:2010. In addition to such markings and labels, as may be required in terms of legislation, labels that bear the following information in prominent, legible and indelible marking shall be firmly attached to all containers of disinfectants and detergent-disinfectants:
 - a) An indication that the product is a disinfectant or detergent-disinfectant, and its type;
 - b) An indication of the purpose for which the product is claimed to be suitable;
 - c) An indication that the product is suitable for use in food processing establishments;
 - d) Recommendations for the use of the product, including, where relevant, the various dilutions at which it will be effective;
 - e) Hazard warnings, where relevant;
 - f) When so authorized by the relevant authority, certification marks that indicate compliance with the above standards and with other relevant standards;
 - g) Where relevant, the expiry date of the product;
 - h) The manufacturer's name or trademark, or both;
 - i) The batch identification;
 - j) Whether the product is required to be rinsed from food contact surfaces after use; and
 - k) Appropriate instructions for the storage of the product, including a warning to store away from foodstuffs.

6.6 The product or service required for other Government Entities

Supply of SABS certified / compliant cleaning materials, detergents or equivalent and certified materials to fulfill the cleaning obligation.

6.7 Safety, Health and Environmental Requirements

- 6.7.1 The organisation must establish and maintain a safety, health and environment management system in order to comply with legal and other requirements to which the organisation subscribes.
- 6.7.2 There shall be an occupational Safety, Health and Environmental Policy which is to be signed by executive management stating commitment to improving the organisations Safety, Health and Environmental performance.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 9
of 44

- 6.7.3 The organisation shall establish and maintain procedures for the ongoing identification of hazards and assessment of risks and the implementation of the necessary control measures. These include risks after service delivery.
- 6.7.4 The organisation shall ensure that respective personnel are trained and that they are aware of the requirements stipulated in the organisations policy including emergency preparedness and response requirements.
- 6.7.5 The organisation shall ensure that pertinent information regarding Safety, Health and Environment is communicated to all levels within the organisation and that documented proof of such communication exists.
- 6.7.6 Operational Control shall be applied in all instances within the organisation where activities in the organisation are to be planned to ensure that they are performed under specified conditions.
- 6.7.7 Response measures must be in place in the event of emergencies. These must be identified as potential measures as well as the response to such emergencies.
- 6.7.8 The Safety, Health and Environment system should be measured on a regular basis determined by the organisation and corrective and preventative action is to be taken in areas that need attention.
- 6.7.9 The organisation shall establish and maintain procedures for defining responsibility and authority for:
- Accidents
 - Incidents
 - Non-conformance
 - Acting on such non-conformance to mitigate any consequences arising from such accidents and incidents
 - Initiation and completion of corrective and preventative actions
 - Confirm the effectiveness of such corrective and preventative action
- 6.7.10 The organisation shall show proof of compliance to the relevant legal and other requirements in the form of external audits. Proof of compliance shall be maintained in the form of records.

7. Subscription to legal requirements

- 7.1 Information and training: an employer shall, before any employee is exposed or may be exposed, after consulting with health and safety committee established for that section of the workplace, ensure that the employee is adequately and comprehensively informed and trained, as well as thereafter informed and trained at intervals as may be recommended by that health and safety committee regarding legal requirements.
- 7.2 Every person who is or may be exposed, shall obey a lawful instruction given by or on behalf of the employer or a self-employed person, regarding:
- 7.2.1 The prevention of a Hazardous Chemical Substances (HCS) from being released
 - 7.2.2 The wearing of protective equipment
 - 7.2.3 The wearing of monitoring equipment to measure personnel exposure
 - 7.2.4 Reporting for health evaluations and biological tests as required by these regulations
 - 7.2.5 The cleaning up and disposal of material containing Hazardous Chemical Substances (HCS)
 - 7.2.6 Housekeeping at the workplace, personal hygiene and environmental and health practices
 - 7.2.7 Information and training



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 10
of 44

8. Assessment of potential exposure

- 8.1 Air monitoring
 - 8.2 Medical surveillance
 - 8.3 Respiratory Zone identification
 - 8.4 Records are to be kept as per the requirements of the various standards as well as legal requirements
 - 8.5 When supplying Hazardous Chemical Substances (HCS) the organisation shall ensure that a Material Safety Data Sheet is supplied to the customer free of charge. Information on this sheet shall include:
 - 8.5.1 Product and company identification
 - 8.5.2 Composition/information on ingredients
 - 8.5.3 Hazards identification
 - 8.5.4 First-aid measures
 - 8.5.5 Fire-fighting measures
 - 8.5.6 Accidental release measures
 - 8.5.7 Handling and storage
 - 8.5.8 Exposure control/personal protection
 - 8.5.9 Physical and chemical properties
 - 8.5.10 Stability and reactivity
 - 8.5.11 Toxicological information
 - 8.5.12 Ecological information
 - 8.5.13 Disposal consideration
 - 8.5.14 Transport information
 - 8.5.15 Regulatory information
 - 8.5.16 Any other information deemed necessary
 - 8.6 Control of exposure to Hazardous Chemical Substances (HCS) must be exercised
 - 8.7 An employee shall be provided with adequate Personal Protective Equipment (PPE) depending on the need for such equipment. This shall include but is not limited to:
 - 8.7.1 Respiratory Equipment
 - 8.7.2 Protective Clothing (including gloves, eyewear and footwear)
 - 8.7.3 Non-HCS permeable equipment/clothing
 - 8.7.4 Any other equipment and clothing deemed necessary
- The employer shall when necessary ensure that equipment to be used is decontaminated prior to issue.
- 8.8 All control measures used by the organisation shall be maintained in a proper working condition always. GPT reserves the right to inspect such control measures for adequacy and functionality.
 - 8.9 Employees are prohibited from smoking, eating or drinking or keep such consumables in an HCS zone. Furthermore, the use of compressed air to remove articles from a person's body is not allowed.
 - 8.10 With regards to labelling, packing, transportation and storage the organisation shall ensure that:
 - 8.10.1 The Hazardous Chemical Substances (HCS) in storage or distributed are properly identified, classified and handled in accordance with SABS 072 and SABS 0228



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 11
of 44

8.10.2 A container or a vehicle in which an HCS is transported is clearly identified, classified and packed in accordance with SABS 0228 and SABS 0229.

8.10.3 Any container, into which HCS is decanted, is clearly labelled with regards to the content thereof.

8.11 All Hazardous Chemical Substances (HCS) shall be disposed of in a manner that is not detrimental to the environment or other interested parties. This shall be controlled as stipulated in Clause 15 of the Health and Safety Act of 1993.

Disposal of chemical waste process


- 8.11.1 Storage of chemical wastes must be in appropriate containers; plastic bottles are preferred over glass for storing hazardous waste when compatibility is not an issue. The service provider will be expected to segregate chemical waste by compatibility, and not alphabetically.
- 8.11.2 Chemical waste containers must be labelled with the following information:
- 8.11.3 Full chemical name and quantity of the waste. **For mixtures**, each chemical must be listed.
- 8.11.4 Abbreviations, acronyms and marks;
- 8.11.5 Date of waste generation;
- 8.11.6 Place of origin (department, room number);
- 8.11.7 Source of supplier's name and telephone number;
- 8.11.8 Bottle number assigned on corresponding waste sheet; and
- 8.11.9 The tag or label must have the words: "Hazardous Waste."
- 8.11.10 A completed Hazardous Waste Information Form must be submitted with Instructions are on the back of the form. On this form, service providers must please include:
- Full chemical name and quantity of the waste.
 - **For mixtures**, each chemical and its volume or weight must be listed. Abbreviations, acronyms and marks;
 - Date of waste generation;
 - Place of origin (department, room number);
 - Source of Supplier's name and telephone number;
 - A contact name is required to answer any questions or open the door;
 - Bottle number (in numerical order) assigned on bottle; and
 - Account number.
- 8.11.11 Send the completed form to the Department that is purchasing the chemicals through the Environmental Health and Safety Officer. Each container must be listed separately, tagged and sealed. Leaking or open containers will not be removed.
- 8.11.12 The disposal of chemicals by sanitary sewer is only possible with written permission from Environmental Health and Safety Officer.

8.12 Annexure 1 to 7 of the Hazardous Chemical Substance Regulations, 1995 must be referenced for a complete guide on HCS and the control thereof.

8.13 Banned and Restricted Substances in the Republic of South Africa

Aldrin (HHDN Withdrawn in 1992)

Arsenic - All uses of any inorganic arsenic containing compound on plant material (except on

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 12 of 44

citrus) were banned in 1983. In 1983 it was also totally prohibited as a stock remedy.

Atrazine - Withdrawn from use on heavy clay soils (Springbok Flats) in 1977. The industrial use withdrawn on 31 March 1995.

Azinphos-ethyl - Withdrawn as an agricultural remedy in 1997.

BHC (mixture of various isomers) - Banned in 1983.

Binapacryl - All registrations expired in 1988.

Camphechlor (CLC) - Withdrawn as an agricultural remedy in 1970 and as a stock remedy in 1985.

Chlordane - In 1993 use restricted to stem treatment of citrus and vineyards and the treatment of structures by pest control operators. Withdrawn as an agricultural remedy in 2000. Chlordane. Banned in 2005.

Chlordimeform - Withdrawn as an agricultural remedy in 1978.

Chlorobenzilate - Withdrawn as an agricultural remedy in 1978.

2,4-D (dimethylamine salt) - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.

2,4-D esters - In 1980 it was withdrawn from all agricultural uses in the Western Cape and prohibited in 1991 in Natal.

2,4-DB (sodium salt) - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.

Dicamba - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.

DDT - Banned in 1983 except for the control of malaria by the Government.

Dibromochloropropane - Withdrawn in 1984.

Dieldrin - Banned in 1983.

Dinoseb - All registrations as an agricultural remedy expired in March 1995.

DNOC - Withdrawn as an agricultural remedy in 2001.


Endosulfan - Registration on fodder crops was suspended in 1970.

Endrin (Nendrin) - Withdrawn in 1980.

Gamma-BHC (lindane) - All stock remedy registrations were withdrawn in 1971.

Heptachlor - Registration was withdrawn in 1976.

Kepone - In 1971 a decision was taken not to allow this product in South Africa.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 13 of 44

Leptophos - Registration was suspended in 1980.

MCPA (dimethylamine salt) - In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.

MCPA (potassium salt) - In 1991 aerial application in Natal was banned.

MCPB (sodium salt) - In 1991 aerial application in Natal was banned.

Mercury compounds - It was withdrawn from all agricultural uses in 1974. In 1983 the use of all mercury compounds on seed, bulbs, tubers, stems or any other plant material was banned.

Methyl bromide - All small packages (680 g) were withdrawn in December 1995.

Monocrotophos. The use as leaf application on citrus, cutworm control in carrots and use on tomatoes were withdrawn in 1997. On 25 February 2005, all products containing monocrotophos approved by the Registrar was banned.

Nicotine - It was withdrawn from use as a stock remedy in 1971.

Parathion - Only certain uses allowed from June 1993.

Phosphorus containing formulations - In 1979 all formulations containing phosphorus were withdrawn.

Propham - Withdrawn as an agricultural remedy in 1997.

2, 4, 5-T - All registrations expired in 1989.

Triclopyr - In 1991 aerial application in Natal was banned.

TDE - Withdrawn as an agricultural remedy in 1970.

9. Products Specification for Laundry Chemicals

9.1 The supplier shall adhere to the requirements set out in price schedule (RFP06) with regards to:

- 9.1.1 Chemical composition
- 9.1.2 Containers for required chemicals
- 9.1.3 Proper labelling (including supplier's name)
- 9.1.4 Any National Standards Required

9.2 The supplier shall ensure that any spillages during the delivery process, be it at the end users premises or in any public area is handled per legal requirements as well as Health and Safety requirements.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 14
of 44

- 9.3 Any deviation from this specification must be timeously communicated to the GPT so that alternative arrangement can be made to resolve such deviation.
- 9.4 The deviation also includes but is not limited to requirements such as colour, viscosity and pH levels.
- 9.5 A Material Safety Data Sheet is a standard requirement and must accompany the first delivery of any chemical substance. The GPT may however request such documentation at any given time.
- 9.6 The GPT shall also perform random tests on chemicals supplied to verify that they conform to specification requirements, should the chemicals not conform to these specifications the bidder will be responsible for the fees incurred.
- 9.7 Expiry dates on chemicals must be indicated boldly on the containers they are delivered in.

10. Technical Requirements for Laundry Chemicals

Types - Industrial laundry detergent must be of one of the following types, as required:

- a) **Type 1:** Detergent in the form of granules or of a powder that is homogeneous, free-flowing, free from visible impurities, and readily soluble in water.
- b) **Type 2:** Detergent in the form of an aqueous solution that is homogeneous and readily soluble in water.
- c) **Type 3:** Detergent in the form of granules or of a powder, that is homogeneous, free-flowing, free from visible impurities, readily soluble in water and only for use in soft water.
- d) **Type 4:** Detergent in the form of an aqueous solution that is homogeneous and readily soluble in water and only for use in tunnel washers where the machine composition is strictly stainless steel.

10.2 General

- a) When stored or transported under normal conditions in the original container, type 1 and type 3 detergent shall not solidify into hard lumps and type 2 and type 4 detergent shall not separate or form a precipitate.
- b) The detergent shall be suitable for use in industrial laundering machines, shall not tarnish or corrode the metals used in the construction of these machines, and shall not cause adhesion between the sliding doors and their frames.

10.3 Odour

Industrial laundry detergent, both as received and when dissolved in hot water, shall not have an objectionable odour, and shall not develop an objectionable odour during 6 months' storage in its original container at ambient temperature.

10.4 Cleaning efficiency

The cleaning efficiency of industrial laundry detergent, expressed as a percentage of soil removal shall, when tested in accordance with clause 6.3 of SANS 1044:2012 shall be at least 95 % of that of the standard detergent.

10.5 Redeposition index

The redeposition index of industrial laundry detergent, determined in accordance with clause 6.4 of SANS 1044:2016, shall be at least 95 % of that of the standard detergent.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 15
of 44

10.6 Fluorescent whitening agent content

Unless otherwise specified, industrial laundry detergent shall contain a fluorescent whitening agent. The intensity of the fluorescence on the cotton swatches washed with the industrial laundry detergent shall, when the detergent is tested in accordance with clause 6.5 of SANS 1044:2016 shall be at least equal to that of the swatches washed with the standard detergent.

10.7 Chemical damage to cotton fibres

When industrial laundry detergent is tested in accordance with clause 6.6 of SANS 1044:2016, any degradation of the cotton fibres shall not result in the fluidity of the fibres exceeding 160 Pa-1s-1.

10.8 Water-insoluble matter content

The water-insoluble matter content of industrial laundry detergent shall, when tested in accordance with clause 6.7 of SANS 1044:2016, not exceed a mass fraction of 1,0 %.

10.9 pH value

When tested in accordance with clause 6.8 of SANS 1044:2016, the pH value of types 1 to 3 (inclusive) industrial laundry detergent shall not be lower than 10,5 and not higher than 12,5 and the pH value of type 4 shall not be lower than 10,5.

10.10 Foaming properties

The foam height of industrial laundry detergent shall, when tested in accordance with clause 6.9 of SANS 1044:2016 should not exceed 50 mm.

10.11 Corrosiveness to corrosion-resistant steel

When industrial laundry detergent is tested in accordance with clause 6.10 of SANS 1044:2016, any loss in mass of a corrosion-resistant steel test strip that complies with the requirements for type S30415 of ASTM A240/A 240M shall not exceed 0, 05 mg/100 mm² of surface area of the test strip, and the test strip shall show no evidence of pitting, etching or discoloration.

10.12 Corrosiveness to aluminium

When industrial laundry detergent (with the exception of type 4) is tested in accordance with clause 6.11 of SANS 1044:2016, aluminium test strips that comply with the requirements for EN AW 1050A of EN 573-3 shall show no evidence of pitting, etching or discoloration. Slight dulling of the surfaces of the test strips is permissible.

10.13 Chloride content

When industrial laundry detergent is tested in accordance with clause 6.12 of SANS 1044:2016, the chloride content (expressed as sodium chloride) shall not exceed a mass fraction of 2, 0 %.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 16
of 44

10.14 Viscosity at 25 °C

When determined in accordance with clause 6.13 of SANS 1044:2016, the viscosity of a type 2 and a type 4 industrial laundry detergent at 25 °C, shall be not more than 1 650 mPas.

10.15 Freeze-thaw stability

When tested in accordance with clause 6.14 of SANS 1044:2016, a type 2 and a type 4 industrial laundry detergent shall not thicken or gel and shall remain homogeneous.

10.16 Stability

When tested in accordance with clause 6.15 of SANS 1044:2016, type 2 and type 4 industrial laundry detergent shall not thicken or gel and shall remain homogeneous.

10.17 Sampling and compliance with the standard

- a) Samples shall be tested according to clause 6 of SANS 1044:2016 Standard which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder.
- b) A test report not older than 6 months that proves that offered products complies with the requirement of the said standard may be requested by the department from the bidder at any given time for contractual purposes.

10.18. Packing and Marking

10.18.1 Packing

Industrial laundry detergent shall be so packed as to prevent leakage or contamination (or both) of the product. It shall be packed in containers that are strong enough to withstand normal handling and transportation. These containers may then be packed in bulk packages. Only material from the same batch shall be packed in a container and, when relevant, in a bulk package.

10.18.2 Marking

Each container and bulk package shall bear (in prominent, legible and indelible marking) the following information and any additional information required in terms of the relevant national regulations and statutory requirements (see foreword on SANS 1044:2012):

- a) The manufacturer's trade name or trademark or both;
- b) Words indicating that the product is an industrial laundry detergent;
- c) The type;
- d) The batch identification;
- e) The mass of the contents;
- f) In the case of bulk packages, the number of containers; and
- g) Any additional information required in terms of the relevant national authority (see foreword on SANS 1044:2012).



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 17
of 44

11. Alkaline detergent for Laundry Chemicals

- Low foaming and containing alkali boosting compound
- Non- corrosive and non- caustic detergent suitable for use in hard or soft water.

12. Industrial Softeners for Laundry Chemicals

- Concentrated fabric softener suitable for use in all washing machines
- Low foaming and easy to rinse
- Neutralises, conditions and contains a lingering perfume for pleasant result
- Fabric softening agents impart softness and control static electricity in fabrics

13. Industrial Liquid bleach for Laundry Chemicals

- A viscous liquid with strong oxidizing properties used to whiten fabric
- 40% Hydrogen peroxide for removal of stains such as blood
- To be used in tunnel washers and in industrial laundering machines

13.1 Specification Requirements for Sodium Hypochlorite

General

Sodium hypochlorite solutions shall be of one of the following nominal concentrations, as required:

- 15 % (m/v) for industrial use;
- 5 % (m/v) for domestic use; or
- 3,5 % (m/v) for domestic use.

NOTE) The unit "% (m/v)" used in this [to designate the chlorine content of hypochlorite solutions does not conform to ISO practice but is still firmly established in industry. Thus, a concentration of "15 % (m/v)" should be read as meaning "150 g/R ", a technically correct way of expressing concentrations.

13.2 Sodium hypochlorite solution for industrial use

General

The solution shall be a clear liquid free from suspended or particulate matter and shall be mixable in all proportions with distilled water.

13.3 Sodium hypochlorite solution for domestic use

General

When so required, the solution shall contain laundry blue. The laundry blue may settle on standing but shall disperse completely in the solution when the solution, in the original container is shaken for 30 seconds. The solution shall be a clear liquid and shall be free from sediment and suspended matter other than any required laundry blue. A solution shall be considered to be clear if any salts that have crystalized from the solution dissolve completely when the solution is mixed with twice its volume of distilled water.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 18
of 44

13.4 Packing and Marking

13.4.1 Packing

Sodium hypochlorite solutions shall (except when delivered in tankers) be packed in containers that comply with the relevant requirements of SABS SANS 10228:2012 and SANS 10229:2019. Only solution from the same batch shall be packed in the same container and, when relevant, in the same pack.

13.4.2 Marking

Each container (other than a tanker) shall bear the following information in prominent, legible and indelible marking:

- a) The manufacturer's name or trade mark or both;
- b) The words "SODIUM HYPOCHLORITE";
- c) The nominal available chlorine content;
- d) The batch identification (which may be given in code);
- e) The net volume of the contents;
- f) The words "STORE IN A COOL PLACE AND NOT IN DIRECT SUNLIGHT; Avoid contact with aluminium, zinc, tin and their alloys and DO NOT mix with acid) In the case of a sodium hypochlorite solution for industrial use, the date of manufacture, and the necessary caution labelling, "CORROSIVE") In the case of individual containers of sodium hypochlorite solutions for domestic use, the following additional information:
 - i. The instructions for use; and
 - ii. The words "DO NOT USE ON WOOL, SILK, RAYON AND LEATHER", and (**NOTE**) Sodium hypochlorite may have a deleterious effect on certain resin-treated materials, such as crease-resistant, drip-dry, embossed and glazed fabrics. Coloured fabrics will lose their colour if their dyes are not colourfast to hypochlorite's.
 - iii Any additional information required in terms of the regulations promulgated under the Foodstuff, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), under the Trade Metrology Act, 1973 (Act 77 of 1973), and by the local transportation authority.

13.5 Inspection and methods of test for Laundry Chemicals

Samples shall be tested per SANS 296: 2020: Sodium Hypochlorite Solutions.

- a) Which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder.
- b) A test report not older than 6 months that proves that offered products complies with the requirement of the said standard may be requested by the department from the bidder at any given time for contractual purposes.

14. Specification for Plastic Refuse Bags

14.1 Requirements

MATERIAL: The plastics material shall be of an acceptable type that is capable of being incinerated by normal municipal incineration procedures without the evolution of corrosive vapours. The colour of the material shall be an acceptable match to that specified by the purchaser and the opacity of the material shall be an acceptable match to that specified by the purchaser.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 19
of 44

CONSTRUCTION: The bags shall, preferably be of tubular form and heat-sealed at one end, but a construction that involves side sealing as well as end sealing may also be used. The bags shall be readily opened by hand.

DIMENSIONS: Unless otherwise specified by the end-user, the bags shall have a nominal internal "lay-flat" width of 77 mm and a nominal internal "lay-flat" length of 970mm. The actual internal dimensions shall not differ from the nominal values by more than 5mm.

FREEDOM FROM DEFECTS: The bags shall be free from visible pinholes, blisters, die lines, tears and other deleterious defects.

Performance requirements and methods of tests

Analysis of products should be in accordance with clause 4 of CKS 1264:2012 also taking clause 3 into account. Standards are attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder

15. Specification for Cleaning Chemicals and Materials

15.1 Product Requirements

15.1.1 Raw materials

Raw materials used in the formulation of the cleaning chemicals shall be such as to be suitable for use in a food processing area. Products shall not contain ingredients that are recognized as being potentially hazardous or toxic when the products are used in accordance with the manufacturer's recommendations, nor shall they form toxic or potentially toxic reaction products. The safety of raw materials shall be assessed and established in accordance with 6.1 of SANS 1828:2017. Materials known to leave residues, in concentrations that might be harmful to human beings or animals, on inanimate surfaces shall not be used in the formulation of the cleaning chemicals and materials and shall not be used in combinations that yield reaction products known to leave such harmful residues.

15.1.2 Perfumes and colorants

Cleaning chemicals shall not contain perfumes. They shall not leave an objectionable odour, nor impart any colour, odour or flavour to food products, when they are used in accordance with the manufacturer's recommendations.

15.1.3 Cleaning ability and suitability for purpose

When used in accordance with the manufacturer's recommendations, cleaning chemicals shall remove the soils for which they are claimed to be effective. Products that are intended for personal use (on unbroken skin) shall have a pH value (at the recommended dilution for use) in the range 4 to 9.

NOTE: All cleaning materials for Food Service Units shall comply with relevant SABS standard/s and/or HACCP compliance.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 20
of 44

15.2 Packing, Marking and Labelling

15.2.1 Packing

Products shall be so packed as to ensure their safe and secure transportation and handling. The packaging of cleaning chemicals that are classified as dangerous goods in accordance with SANS 10228:2012 shall comply with the relevant provisions of SANS 10229-2:2010.

15.2.2 Marking and labelling

The labels of cleaning chemicals that are classified as dangerous goods in accordance with SANS 10228:2012 shall contain the United Nations' number and proper shipping name and shall comply with the relevant provisions of SANS 10229-1:2010. In addition to such markings and labels as may be required in terms of legislation, labels that bear the following information in prominent, legible and indelible marking shall be firmly attached to all containers of cleaning chemicals:

- a) An indication that the product is a cleaning chemical, and its type;
- b) An indication of the purpose for which the product is claimed to be suitable;
- c) An indication that the product is suitable for use in a food processing area;
- d) Recommendations for the use of the product, including the various dilutions at which it will be effective;

15.3 Environmental conditions

- The products delivered shall meet basic hygienic packaging requirements which takes into account the absence of damage or deterioration due to transportation.
- Detergent production and disposal process should comply with the environmental regulations.
- The detergents must be bio-degradable and have the lowest environment hazard.
- All packaging material shall be environmentally friendly and recyclable.

15.4 Documentation requirements

- Every product delivery should be accompanied by a Certificate of Analysis.
- Material Safety Data Sheet and their recommended dosage levels should be made available for all the detergents.

15.5 Transportation requirements

- All products shall be delivered in a clean and acceptable delivery transport

15.6 Packaging requirements

In addition, product packages shall contain other valuable information such as:

- Product name
- Product type
- Direction for use
- What fabrics and/or surfaces to use it on
- Net weight or volume
- Caution statement and emergency treatment information
- Storage information



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 21
of 44

- Manufacturer and address or toll-free number to obtain help with questions or problems relating to the product

16. Project Management

- The service provider must have in the employment a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.
- The dedicated person is expected to set up a team that will be responsible for order processing and customer communication, attend to customer complaints, compile reports and give recommendations where necessary.
- The dedicated person must ensure that product delivery to the department (end-user) is according to the schedule with specified dates of delivery. Any deviations should be communicated to the end-user in advance.

17. Schedule Constraints

Delivery shall be mutually agreed between service provider and the institutions concerned. The schedule may include weekends and holidays which must be considered by the tenderer to prevent unnecessary delays or non-deliveries.

All schedules provided are to be strictly adhered to and any anticipated deviations from the delivery schedule must be communicated to the GPT and End User in advance.

18. Evaluation Methodology

Evaluation of the bid will be conducted in two stages in accordance with the Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

STAGE ONE

The first stage will be the evaluation of the bid on **pre-qualification criteria**, thereafter on functionality which consists of **administrative compliance, desk-top evaluation and site visit evaluation**. During this stage of evaluation bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation.


STAGE TWO

The second stage of evaluation will be the 80/20 or 90/10 preference point system, where 20 or 10 points are allocated for preference and 80 or 90 points for price.

STAGE 1A: PRE-QUALIFICATION CRITERIA

In terms of Section 4(1) of the Preferential Procurement Regulations, 2017, the Gauteng Provincial Treasury has decided to apply pre-qualifying criteria to advance certain designated groups. This tender is therefore advertised with a specific tendering condition that the following tenderers may respond:

- 4 (1) (a) A tenderer having a stipulated minimum BBBEE status Level of Contributor 1,

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 22 of 44

4(1) (b) An EME (Exempted Micro Enterprise) or a QSE (Qualifying Small Enterprise);

- **An EME** is required to complete and submit a valid original Sworn Affidavit or a valid certified copy of a Sworn Affidavit confirming its annual total revenue of R10 million or less.
- **A QSE** is required to complete submit a valid original Sworn Affidavit or a valid certified copy of a Sworn Affidavit confirming its annual total revenue of between R10 million and R50 million **OR a valid original BBBEE Level Contributor Certificate or a valid certified copy of a BBBEE level Contributor certificate is required to be submitted**

VERIFICATION OF B-BBEE STATUS LEVEL CERTIFICATES

- These B-BBEE certificates are identifiable by a SANAS logo and a unique BVA number.
 - i. Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php
 - ii. The relevant BVA may be contacted to confirm whether such a certificate is valid.
 - iii. As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - The name and physical location of the measured entity;
 - The registration number and, where applicable, the VAT number of the measured entity;
 - The date of issue and date of expiry;
 - The certificate number for identification and reference;
 - The scorecard that was used (for example QSE, Specialized or Generic);
 - The name and / or logo of the Verification Agency;
 - The SANAS logo;
 - The certificate must be signed by the authorized person from the Verification Agency; and
 - The B-BBEE Status Level of Contribution obtained by the measured entity.

A TENDERER THAT FAILS TO MEET ANY PREQUALIFYING CRITERIA STIPULATED IN THIS TENDER DOCUMENT IS AN UNACCEPTABLE TENDER AND THEREFORE THE TENDER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

STAGE 1B: ADMINISTRATIVE COMPLIANCE

Mandatory Documents

- Completed and Signed Standard Bidding Documents (SBD) 1, 4 and 6.1 by the Tenderer
- Completed Protection of Personal Information Act (POPIA) consent form, granting the department permission, consent and /or authorisation to disclose, process and further processing your personal information provided/made available by virtue of submission of this bid, for purposes of complying with its policies.
- Valid and accredited ISO 9001:2015 for meeting "Requirements for Quality Management Systems" or SANS 10330:2020 for meeting Requirements for a Hazard Analysis and Critical Control Point (HACCP) system (HACCP) from the source of supply must be submitted. Applicable to bidders bidding for Laundry Chemicals and/or Cleaning Chemicals product categories
- Bidders must, indicate their preferred product category and region by ticking next to the relevant box on page 34 of 41, bidders that do not indicate their preferred product category and region will be eliminated.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 23
of 44

- Bidders must quote prices for all products listed per selected product category, bidders that do not quote for all products per selected product category will be eliminated.
- Bidders must indicate their preferred region per selected product category on page 36 of 44, bidders that do not indicate their preferred region or indicate with a tick their product categories for that region will be eliminated.-(Bidders must select 1 region and 1 product category and bidder that selects more than 1 region and more than 1 product category will be disqualified).
- Bidder's sourcing products from another company should submit a valid letter of commitment from the Principal Company formalising the Distributor Agreement for supply between the two companies. An agreement must be signed by both parties. Bidders are encouraged to submit one or more sources of supply for the product category(ies) they are bidding for. All sources of supply shall be evaluated, and the bidder shall be measured on the complying source who must reach the threshold. Should one of the sources of supply fail to reach the threshold, that source shall not be considered for further evaluation.
- If the bidder is a source of supply (not sourcing products from another company), a confirmation letter stating that the products will be distributed from own facility, should be attached.
- Bidders who are sourcing a closed up / covered / insulated (van/bakkie/truck) transport from another company must have a letter of commitment from the Principal Company formalising the transportation agreement and that should be included in the letter of commitment. **(Letter must be signed by delegated authority).**

OR

- Bidders that have their own closed up / covered / insulated transport (van/bakkie/truck) suitable to transport the goods as per product category: Copy of a Certificate of Registration in respect of Motor Vehicle (RC1) as per National Road Traffic Act No. 64 of 2008 (as amended) must be attached)

(The information regarding the availability of transport will be verified on site visit as per letter of agreement, should the transport not be found or does not meet the requirement the bidder will be eliminated).

Note: Bidders that do not comply with the above requirements shall be eliminated


Required Documents

The documents mentioned below are required to be submitted in order to finalize the evaluation and award of the bids during Stage 2: Price and Preferential Points

The bidder should submit the following:

1. A valid Tax Compliance Status (TCS) pin issued by South African Revenue Service (SARS).
2. Proof of Registration on National Treasury Central Supplier Database (CSD)/MAAA number.
3. Certified copies of necessary documents shall be requested at a later stage from qualifying bidders at various stages of the evaluation process.
4. Independently reviewed and signed Annual Financial Statement for the last two financial years are required,
 - (a) In a case of a new or a dormant entity, a signed letter from the bidder's accountant/director must be submitted as evidence indicating such.

THE BIDDER THAT IS NOT TAX COMPLIANT AT THE TIME OF AWARD WILL BE GIVEN 7 DAYS TO GET THEIR TAX MATTERS IN ORDER AND THE BIDDERS THAT ARE SHORTLISTED BUT NOT REGISTERED ON CSD AT THE CONCLUSION OF EVALUATION WILL BE GIVEN 7 DAYS TO REGISTER ON CSD. FAILURE TO MEET THESE TIMELINES MAY LEAD TO ELIMINATION.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h2 style="text-align: center;">Provincial Supply Chain Management</h2>	
SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 24 of 44	

STAGE 1C: Desk-Top Evaluation (20 points)

- A total of 20 points is allocated for stage 1C and threshold = 12 points
- This information will be used for evaluation prior to price and preference point's evaluation

Suppliers are requested to include with the tender document all the information requested below:

Table 1

Criterion	Comment	Points
Selection Criteria	<p>Provide a documented process used to select a supplier of choice regarding detergents/refuse bags/cleaning materials products to ensure that product/s conform to specification requirements:</p> <ul style="list-style-type: none"> • No selection criteria provided (0) • Good manufacturing practice: <ul style="list-style-type: none"> ✓ Good practices in production areas {sampling, materials receipt, training, packaging} (2), ✓ Storage conditions {stock rotation principles, materials segregation, palliating} (3), ✓ Quality control {rejects/reprocessed/ reworked materials, calibration, product testing} (3), ✓ Product specification {COA, MSDS, compliance to statutory laws and regulations} (2) 	10
Order Processing	<p>Provide a comprehensive ordering process with reference to the points below:</p> <ul style="list-style-type: none"> • No information provided. (0) • Order received by e-mail or fax to e-mail or internet platform (2) • Acknowledge (1) and prepare the order (3) (verify with the customer and confirm delivery date), • Generate and produce proof of delivery (1) • Invoicing of goods delivered (1) 	8
	<p>Lead time for emergency orders from receipt of purchase order to delivery of goods and services</p> <ul style="list-style-type: none"> • 3 days and more AND no emergency lead time provided (0) • 2 days (1) • 1 day (2) 	2
TOTAL POINTS = 20; (Bidders scoring less than 12 points on the desk top exercise will not be considered for further evaluation)		



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 25
of 44

STAGE 1D: SITE VISIT FOR LAUNDRY CHEMICALS OR CLEANING CHEMICALS (OFFICE)

- A total of 36 points is allocated for stage 1D and threshold = 22 points
- **TRANSPORTATION:** The information regarding the availability of transport will be verified on site visit.
- If the bidder is not a manufacturer and yet will be transporting the goods using their own company vehicle, then the vehicle must conform to the above stated statutory laws and regulations for transportation of laundry and/or cleaning chemicals. **SHOULD THE TRANSPORT NOT BE FOUND ON SITE, OR DOES NOT MEET THE REQUIREMENT, THE BIDDER WILL BE ELIMINATED.**

Table 2

OFFICE

Criterion	Comments	Points
Human Resource Management	Staff compliment: <ul style="list-style-type: none"> • No information on staff provided (0) • No staff, but have a database/c.v's of people ready for employment (2) or • Have staff including their job description in place and contract of employment signed by employer and employee (4) • Valid UIF registration for permanent employees (1) 	5
	Does the organization have staff that is competent to do the work based on training and experience? <ul style="list-style-type: none"> • No evidence of training records (0) • No staff but they have a training plan on how they intend to induct/train new staff (1) or • Certificates, attendance register or training manual for internal training on either of (customer care, complaints handling, Identification and traceability or ordering process) (3) • More than 50% of existing staff have experience (12 months and more) (3) 	6
Identification and Traceability	Products should be traceable and identifiable back to the manufacturer <ul style="list-style-type: none"> • No traceability and identification system in place (0) • Explanation of how product will be identified and traced (1) • Identification and traceability policy (2) • Purchase order (order number, product description, quantity, delivery date) (1) • Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) (1) delivery invoice from the distributor (batch number, order number, product description, quantity) (1) 	6
Transportation	Transportation inspection records for cleanliness before stock loading. <ul style="list-style-type: none"> • No documented records for inspection of transportation (0) • Transportation is inspected for cleanliness before stock loading and register is available for proof (2) 	2
Receiving and dispatch	Receiving and dispatch of products process: <p>Receiving:</p> <ul style="list-style-type: none"> • No records for receiving of products from approved suppliers (0) • Standard Operating Procedure (SOP) for product receiving in place (1) • Check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock (all of the above should be available) (2) 	7



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 26
of 44

	Dispatch: <ul style="list-style-type: none"> No records for dispatch of products (0) Standard Operating Procedure (SOP) for dispatch in place (1) Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed and stock is loaded and dispatched) (all of the above should be available) (2) First-in-First-Out principle demonstrated with reference to dispatch documentation (1) 	
Customer Service	Effective means of communicating with the end user (Order handling, amendments or any enquiries) <ul style="list-style-type: none"> No Means of communication (0) Landline/ cellular phone/ Facsimile/fax to e-mail/ internet and e-mail available (2) 	2
	Measures in place to ensure customer satisfaction is met <ul style="list-style-type: none"> No customer satisfaction measure in place (0) Explanation on how customer satisfaction will be implemented (monthly or weekly meetings or customer survey questionnaire) (1) Meeting attendance with the customer and records of minutes including attendance register must be presented as proof (1) Records of regular customer survey questionnaire completed, signed and stamped by the customer (2) 	4
	Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventative action procedure? <ul style="list-style-type: none"> No documents for customer complaint handling in place (0) Explanation on how the customer complaints will be handled including turnaround time (1) Customer complaints procedure/policy (1) Documented proof of corrective action and preventative action request form (1) Proof of completed and documented customer complaint with corrective action including preventative action (1) 	4
Total Points = 36 and Minimum Threshold Points = 22 (Bidders who score less than 22 points during site visit (Office) will not be considered for further evaluation) NOTE: Documented proof of the above must be submitted by the supplier upon request by the GPT		



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 27
of 44

STAGE 1D: SITE VISIT EVALUATION LAUNDRY OR CLEANING CHEMICALS (SOURCE OF SUPPLY)

- A total of 57 points is allocated for stage 1D and threshold = 34 points
- Availability of all products required as per specification will be verified during the site visit: Laundry and Cleaning Chemicals.

Table 3

SOURCE OF SUPPLY		
Criterion	Comments	Points
Training	Are staff competent to do the work on the basis of education, training? <ul style="list-style-type: none"> • No documented records of training in place (0) • Standard operating procedure (SOP) (1) • Yearly training schedule/plan in place (1) • Attendance register available and (1) • Certificates or assessment records available (1) 	4
Health and Safety Programme	Are employees wearing personal protective clothing, and is Health and Safety a priority within the organization <ul style="list-style-type: none"> • No personnel protective clothing (PPE) worn by all staff working in the process (0) • All Personnel protective clothing (PPE) should be available and worn by all staff working in the process: (gloves, disposable caps, sleeve protectors, jackets, aprons and footwear must be clean and in good condition) (2) • Trained first aiders in the organisation (2) • The manufacturer has a health and safety committee (2) • There are frequent meetings that are held and minutes are available (2) 	8
Housekeeping	Organization should have a Pest Control Programme in place. <ul style="list-style-type: none"> • No pest control programme in place (0) • Documented Standard Operating Procedure in place (1) • Registered pest control contractor & COIDA certificate (all information should be available on the hard copy file), Method of application & frequency, Pesticides used should be approved & Material Safety Data Sheets (MSDS), map of baiting station (all the above should be available) (2) • Valid certificates of pest controllers registered from Department of Agriculture, monthly service records, corrective action where necessary and no evidence of pests (all the above should be available) (2) 	5
	Organization should have Cleaning Programme in place. <ul style="list-style-type: none"> • No cleaning programme in place (0) • Documented Standard Operating Procedure (SOP) /cleaning programme (Method of cleaning & cleaning frequency, equipment used, chemicals used and MSDS should be all documented (1) • Daily/ weekly cleaning checklist available (2) 	3



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 28
of 44

	Factory (overall cleanliness) should be up to standard and acceptable <ul style="list-style-type: none"> Factory is kept in an untidy and unacceptable condition (0) Overall cleanliness of the Factory regarding the SOP cleaning programme and daily/weekly checklist available (4) 	4
Transportation	Transportation inspection records for cleanliness before stock loading. <ul style="list-style-type: none"> No documented records for inspection of transportation (0) Transportation is inspected for cleanliness before stock loading and register is available for proof (2) 	2
Receiving and dispatch	Receiving and dispatch of products process: Receiving: <ul style="list-style-type: none"> No records for receiving of products from approved suppliers (0) Standard Operating Procedure (SOP) for product receiving in place (1) Check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock (all of the above should be available) (2) Dispatch: <ul style="list-style-type: none"> No records for dispatch of products (0) Standard Operating Procedure (SOP) for dispatch in place (1) Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed and stock is loaded and dispatched (all of the above should be available) (2) First-in-First-Out principle demonstrated regarding dispatch documentation (1) 	7
Equipment	Is the equipment calibrated & maintained? <ul style="list-style-type: none"> No records of calibration available (0) Daily internal use of weights: a register must be available (2) Yearly calibration from an approved external service provider: a valid calibration certificate must be in place including calibration schedule (2) 	4
Storage Handling and	All products should be stored and handled as per standards <ul style="list-style-type: none"> No programme for storage in place (0) No records of chemicals in place (0) Documented SOP for the storage and handling of hazardous, poisonous, corrosive, oxidative, irritant, flammable chemical substances, powders and liquids in place (4) System in place for segregation of chemicals (2) 	6
Packaging Labelling and	All products should be packed and labelled as per standards <ul style="list-style-type: none"> No packaging and labelling policy in place (0) Packaging and labelling policy in place (1) Name and address of the manufacturer, name of the product, special storage conditions, class designation, production date, best before date/use by date/sell by date, weight and batch identification in place (2) (Clear labelling) Packaging and labelling must indicate hazardous, poisonous, corrosive and flammable information (2) 	5



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 29
of 44

Stock Control and Monitoring	Stock control and monitoring system should be in place <ul style="list-style-type: none"> No stock control and monitoring system (0) Availability of sample stock (1) Functioning order point signal for replenishment (1) FIFO system in place (better / similar) (2) System to track orders, sales and deliveries (1) 	5
Storage Conditions	Are the goods (raw material, work-in-progress and finished products) stored under correct environmental conditions? <ul style="list-style-type: none"> No environmental storage records in place (0) Records of storage temperature for Raw materials, work-in-process and finished products must be kept and available (2) All products must be stored on pallets & labelled (2) 	4

TOTAL POINTS = 57 and Minimum threshold points = 34 (Bidders scoring less than 34 points during site visit (Source of supply) will not be considered for further evaluation)

NOTE: Documented proof of the above must be submitted by the supplier upon request by the GPT

STAGE 1D: SITE VISIT FOR REFUSE BAGS OR CLEANING MATERIALS (OFFICE)

- A total of 36 points is allocated for stage 1D and threshold = 22 points
- TRANSPORTATION:** The information regarding the availability of transport will be verified on site visit.
- If the bidder is not a manufacturer and he/she will be transporting the goods using his/her company vehicle, then the vehicle must conform to the above state statutory laws and regulations for transportation. **SHOULD THE TRANSPORT NOT BE FOUND ON SITE, OR DOES NOT MEET THE REQUIREMENTS, THE BIDDER WILL BE ELIMINATED.**

Table 4

OFFICE		
Criterion	Comments	Points
Human Resource Management	Staff compliment: <ul style="list-style-type: none"> No information on staff provided (0) No staff, but have a database/c.v's of people ready for employment (2) or Have staff including their job description in place and contract of employment signed by employer and employee (4) Valid UIF registration for permanent employees (1) 	5
	Does the organization have staff that is competent to do the work on the basis of training and experience? <ul style="list-style-type: none"> No evidence of training records (0) No staff but they have a training plan on how they intend to induct/train new staff (1) or Certificates, attendance register or training manual for internal training on either of (customer care, complaints handling, Identification and traceability or ordering process) (3) More than 50% of existing staff have experience (12 months and more) (3)	6



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 30
of 44

Identification and Traceability	Products should be traceable and identifiable back to the manufacturer <ul style="list-style-type: none"> No traceability and identification system in place (0) Explanation of how product will be identified and traced (1) Identification and traceability policy (2) Purchase order (order number, product description, quantity, delivery date) (1) Delivery note /invoice from manufacturer (batch number, order number, product description, quantity) (1) delivery invoice from the distributor (batch number, order number, product description, quantity) (1) 	6
Transportation	Transportation inspection records for cleanliness before stock loading. <ul style="list-style-type: none"> No documented records for inspection of transportation (0) Transportation is inspected for cleanliness before stock loading and register is available for proof (2) 	2
Receiving and dispatch	Receiving and dispatch of products process: Receiving: <ul style="list-style-type: none"> No records for receiving of products from approved suppliers (0) Standard Operating Procedure (SOP) for product receiving in place (1) Check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock (all of the above should be available) (2) Dispatch: <ul style="list-style-type: none"> No records for dispatch of products (0) Standard Operating Procedure (SOP) for dispatch in place (1) Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed, and stock is loaded and dispatched) (all of the above should be available) (2) First-in-First-Out principle demonstrated with reference to dispatch documentation (1) 	7
Customer Service	Effective means of communicating with the end user (Order handling, amendments or any enquiries) <ul style="list-style-type: none"> No Means of communication (0) Landline/ cellular phone/ Facsimile/fax to e-mail/ internet or e-mail available (2) 	2
	Measures in place to ensure that customer satisfaction are met <ul style="list-style-type: none"> No customer satisfaction measure in place (0) Explanation on how customer satisfaction will be implemented (monthly or weekly meetings or customer survey questionnaire) (1) Meeting attendance with the customer and records of minutes including attendance register must be presented as proof (1) Records of regular customer survey questionnaire completed, signed and stamped by the customer (2) 	4
	Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventative action procedure?	4



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 31
of 44

	<ul style="list-style-type: none"> No documents for customer complaint handling in place (0) Explanation on how the customer complaints will be handled including turnaround time (1) Customer complaints procedure/policy (1) Documented proof of corrective action and preventative action request form (1) <p>Proof of completed and documented customer complaint with corrective action including preventative action (1)</p>	
Total Points = 36 and the Minimum Threshold Points = 22 (Bidders scoring less than 22 points during site visit (Office) will not be considered for further evaluation)		
NOTE: Documented proof of the above must be submitted by the supplier upon request by the GPT		

STAGE 1D: SITE VISIT (FOR REFUSE BAGS OR CLEANING MATERIALS)

- A total of 49 points is allocated for stage 1D and threshold = 27 points

Table 5

SOURCE OF SUPPLY (FOR REFUSE BAGS OR CLEANING MATERIALS)		
Criterion	Comments	Points
Human Resource Management	Are staff competent to do the work based on education, training? <ul style="list-style-type: none"> No documented records of training in place (0) Standard operating procedure (SOP) (1) Yearly training schedule/plan (1) Attendance register and (1) Certificates or assessment records (1) 	4
Regulatory compliance	Valid Letters of good standing from Department of Labor must be provided): <ul style="list-style-type: none"> No documents in place COIDA, UIF & OHS (0) COIDA (1) UIF (1) OHS compliance with evidence (records) (1) 	3
Purchasing process	Purchasing process <ul style="list-style-type: none"> No procedures (0) Selection criteria (supplier questionnaire) (2) Approved supplier list (3) Supplier evaluation (2) 	7
Receiving and dispatch process	Receiving and dispatch of products process: <p>Receiving:</p> <ul style="list-style-type: none"> No records for receiving of products from approved suppliers (0) Standard Operating Procedure (SOP) for product receiving in place (1) Check products (packaging for any damages & expiry dates) against the received-purchase order documents and signed for acceptance of the stock (all the above should be available) (2) 	3



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 32
of 44

	Dispatch: <ul style="list-style-type: none"> No records for dispatch of products (0) Standard Operating Procedure (SOP) for dispatch in place (1) Order and delivery documents are received for distribution & dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock & labelling) and confirm stock before loading and acceptance documents are signed, and stock is loaded and dispatched) (all of the above should be available) (2) First-in-First-Out principle demonstrated regarding dispatch documentation (1) 	4
Housekeeping	Organization should have a Pest Control Programme in place. <ul style="list-style-type: none"> No programme in place (0) Documented Standard Operating Procedure (1) Registered pest control contractor & COIDA certificate (all information should be available on the hard copy file), Method of application & frequency, Pesticides used should be approved & Material Safety Data Sheets (MSDS), map of baiting station (all the above should be available) (2) Valid certificates of pest controllers registered from Department of Agriculture, monthly service records, corrective action where necessary and no evidence of pests (all the above should be available) (2) 	5
	Organization should have Cleaning Programme in place. <ul style="list-style-type: none"> No cleaning programme in place (0) Documented Standard Operating Procedure (SOP) /cleaning programme (Method of cleaning & cleaning frequency, equipment used, chemicals used and MSDS should be all documented (1) Daily/ weekly cleaning checklist (2) 	3
	Factory (overall cleanliness) should be up to standard and acceptable <ul style="list-style-type: none"> Factory is kept in an untidy and unacceptable condition (0) Overall cleanliness of the Factory regarding the SOP cleaning programme and daily/weekly checklist (4) 	4
Transportation	Transportation inspection records for cleanliness before stock loading. <ul style="list-style-type: none"> No documented records for inspection of transportation (0) Transportation is inspected for cleanliness before stock loading and register is available for proof (2) 	2
Packaging and labelling	All products should be packed and labelled as per standards <ul style="list-style-type: none"> No packaging and labelling policy in place (0) Packaging and labelling policy in place (1) Name and address of the manufacturer, name of the product, special storage conditions, class designation, production date, best before date/use by date/sell by date, weight and batch identification (2) (Clear labelling) Packaging and labelling must indicate hazardous, poisonous, corrosive and flammable information (2) 	5



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 33
of 44

Stock control and monitoring	Stock control and monitoring system should be in place <ul style="list-style-type: none"> No stock control and monitoring system (0) Availability of sample stock (1) Functioning order point signal for replenishment (1) FIFO system in place (better / similar) (2) System to track orders, sales and deliveries (1) 	5
Storage conditions	Are the goods (raw material, work-in-progress and finished products) stored under correct environmental conditions? <ul style="list-style-type: none"> No environmental storage records in place (0) Records of storage temperature for Raw materials, work-in-process and finished products must be kept and available (2) All products must be stored on pallets & labelled (2) 	4
Total Points = 49 and Minimum Threshold Points = 27 (Bidders scoring less than 34 points during site visit (Source of supply) will not be considered for further evaluation) NOTE: Documented proof of the above must be submitted by the supplier upon request by the GPT		

Stage 2: Price (90 or 80 points) and (10 or 20 points) Preferential Points

The contract will be awarded in terms of Regulation 6 or 7: Preferential Procurement Regulations, 2017) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Bids will be evaluated in terms of an 80/20 or 90/10 preference point system in terms of which points are awarded to bidders on the basis of:

Area	Points	
Price	80	90
Preference	20	10
Total	100	100

NB: 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. The tenderers scoring the highest total points for each region on each product category in that region will be the acceptable tenderer in line with the preferential Procurement Regulations of 2017. Multiple tenderers that are responsive will be selected for this tender.

19. Award Conditions

19.1 Evaluation Phase

- GPT will evaluate bids using pre-qualification criteria
- GPT may cancel and/or terminate the bid process at any stage, including after the closing and or after the evaluation have been made, and or after the preferred bidder(s) have been notified of their status as such;
- GPT reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
- GPT will carry out site inspections, product(s) evaluations or explanatory meeting to verify the nature and quality of the services/products offered by the bidders, whether before or after adjudication of the bid.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 34
of 44

- GPT reserves the right to request financial statements signed by an accredited accountant (2 Comparative Years)

19.2 Criteria for breaking deadlock in scoring

- If two or more tenderers score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for B-BBEE.
- Since functionality is part of the evaluation process, should there be two or more tenderers scoring equal total points and equal preference points for B-BBEE, the contract will be awarded to the tenderer that scored the highest points for functionality.
- If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots.

19.3 Award Phase

- GPT reserves the right to:**
 - Award this tender in full or part of it for the same item.
 - Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any bidder(s) who has not been awarded the status of the preferred bidder(s)
 - Accept part of the tender rather than the whole tender.
- GPT also reserves the right to allocate the second or third highest bidder(s) from other regions to regions with no qualifying bidders. The 80/20 or 90/10 will be utilised to determine a preferred bidder.
- The award of this tender will be subjected to price negotiation with the qualified bidders on both functional and price with preferred tenderers, utilising market related prices as a benchmark, bidders that refuse to negotiate price closer to the market related benchmark will not be recommended for award and the next lowest bidder will be considered.
- Bidders must indicate their preferred product category by ticking next to the relevant box on page 36 of 44, bidders that do not indicate their preferred product category will be eliminated.
- Bidders must quote prices for all products listed per selected product category, bidders that do not quote for all products per selected product category will be eliminated.
- Bidders must indicate their preferred region per selected product category on page 36 of 44, bidders that do not indicate their preferred region will be eliminated
- No bidder will be awarded more than one region however, bidders with multiple product categories who qualify for price and preference points system stage in each region will be evaluated further using the highest total points per product category which will inform the award for that specific product category for that region.

19.4 Contract management

- GPT reserves a right to reallocate orders from suppliers who failed to honour their contractual obligations to suppliers who honoured their contractual obligations and were appointed under the same tender.
- GPT to terminate or amend the requirements of this contract after following the breach provisions in the contract in the event that a bidder commits a breach of its contractual obligations at any point during the life cycle of the contract.



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 35
of 44

- The GPT shall be entitled to suspend its obligations in terms of the contract once a breach has been identified and the supplier has been notified of the breach according to the breach provisions of the contract
- Section 38(1) (f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- Awarded suppliers are expected to adhere to the source of supply that is evaluated on site visit. Should a need arise to change a source of supply, a written request and a notice of 30 days must be complied with, and approval must be granted by GPT.
- Urgent orders: Bidders should consider that as and when a need arise during the contract, urgent orders may occur where products will be ordered within 24hrs by an Institution.
- GPT reserves the right to cancel and/or terminate the contract or part thereof, post award in consultation with the service provider if is deemed necessary.
- No portion of the contract must be sub-contracted without prior consent by GPT.
- The contract performance of suppliers and buyers will be managed appropriately in compliance with the GPT contract management policies and procedures that seeks to assess the performance of the supplier and the buyer to ensure that the products that are delivered meet the requirements of the contract. The contract performance measures will be clearly documented and communicated to all parties in the service level agreement or contract agreement before signing of the contract, and prior to commencement of delivery under the contract wherein all product expectations regarding quality and packaging shall be clearly outlined and a need for the products to be labelled for safety of use, shelf life and also the instructions or direction for use would be specified.
- The contract performance measurement metrics will be linked to service delivery requirements that must be consistent with the strategic objectives of government and must also be agreed with the supplier before contract signing and commencement of delivery.
- On a quarterly basis, regular contract performance reviews will be conducted in accordance with the requirements of the contract and ad-hoc performance reviews will be conducted where non-performance is identified outside of the regular quarterly review process. Non-performance will be addressed through formal communication that is submitted using a formal letter advising the service provider of specific non-performance areas and the letter will also state remedial action/s required within a specific time frames.

19.5 Contract remedies

When it is detected that a tenderer submitted false information regarding its BBBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations of 2017 which will affect or has affected the evaluation of this tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state will-

- (a) inform the tenderer accordingly;
- (b) give the tenderer an opportunity to make representations within 14 days as to why-
 - (i) the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part;
 - (ii) if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalised up to 10 percent of the value of the contract; and
 - (iii) the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and
- (c) if the organ of state concludes, after considering the representations referred to in subregulation (1)(b), that-



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 36
of 44

- (i) such false information was submitted by the tenderer-
 - (aa) it will disqualify the tenderer or terminate the contract in whole or in part; and
 - (bb) if applicable, claim damages from the tenderer; or
- (ii) the successful tenderer subcontracted a portion of the tender to another person without disclosing or obtaining permission from the organ of state, the organ of state will penalise the tenderer up to 10 percent of the value of the contract.

(2)(a) An organ of state will-

- (i) inform the National Treasury, in writing, of any actions taken in terms of subregulation (1);
- (ii) provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- (iii) submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

(b) The National Treasury may request an organ of state to submit further information pertaining to sub-regulation (1) within a specified period.

(3) The National Treasury will-


- (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
- (b) maintain and publish on its official website a list of restricted suppliers.

20. ENTITIES SPLIT PER REGION

- For the purpose of this tender the product categories have been split into four different categories and the province has divided them into **five (5) regions** where the service is required as shown below. Bidders are required to indicate their preferred product category and preferred region per category selected. Bidders must indicate their preferred region per selected product category as stated below, bidders that do not indicate their preferred region or indicate with a tick their product category for that region will be eliminated. (Bidders must select 1 region and 1 product category and bidder that selects more than 1 region and more than 1 product category will be disqualified).

Preferred Product Category		Bidder must tick Preferred Region				
	Bidder must tick preferred product category	North	East	West	South	Central
Refuse bags						
Cleaning chemicals						
Laundry chemicals						
Cleaning materials						

Bidders should indicate their preferred product category and preferred region per selected category with a tick

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 37 of 44

CLEANING CHEMICALS CATEGORY

Region: Gauteng Central

- Charlotte Maxeke Academic Hospital
- Bheki Mlangeni District Hospital / Zola Hospital
- Education Head Office
- Emmasdal Child and Youth Care Centre
- Head Office - Agriculture
- Head Office – Community Safety
- Head Office - Social Development
- Rahima Moosa Mother and child Hospital
- South Rand Hospital
- Tara the H Moross Centre
- Education Gauteng West/ Johannesburg West
- Chris Hani Baragwanath Hospital
- Gauteng Infrastructure Financing Agency
- Department of Infrastructure Development Head Office
- Helen Joseph Hospital
- Health Region A
- Education Johannesburg East
- Education Johannesburg Central
- Rahima Moosa Nursing College
- Ikhaya lethemba
- Education Johannesburg South
- Education Johannesburg North
- Office of the Premier
- Gauteng Department of Sports
- Ann Latsky Nursing College
- Head Office - Department of Economic Dev
- Chris Hani Nursing College
- Department of E-Gov
- Walter Sisulu Child and Youth Care Centre
- Oral and Dental Teaching Hospital
- Gauteng Provincial Treasury

Region: Gauteng East

- Don Mattera Child and Youth Care Centre
- Edenvale General Hospital
- Far East Rand Hospital
- Germiston Hospital



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 38
of 44

- Igugulethu Child and Youth Care Centre
- Mary Moodley Child and Youth Care Centre
- Pholosong Hospital
- Sizwe Tropical Disease Hospital
- Tambo Memorial
- Tembisa Hospital
- Zanele Mbeki Home For the Frail
- Education Gauteng East
- Education Ekurhuleni North
- Education Ekurhuleni South
- Dunswart Provincial Laundry
- Gauteng Emergency Medical Services
- Thelle Mogoarane Hospital (Old Natalspruit Hospital)
- Ekurhuleni Health District

Region: Gauteng North



- Desmond Tutu Child and Youth Care Centre
- Father Smangaliso Child and Youth Care Centre
- Jubilee District Hospital
- Kalafong Hospital
- Pretoria West Hospital
- Tshwane District Hospital
- Tshwane Rehabilitation Centre
- Weskoppies Hospital
- Masakhane Provincial Cook-Freeze
- Education Tshwane West
- Odi District Hospital
- Education Tshwane North
- Education Gauteng North
- Health Region C
- Mamelodi Hospital
- Dr George Mukhari Hospital
- Education Tshwane South
- Pretoria Dental Stores
- Oral & Dental Hospital – University of Pretoria
- Steve Biko Academic Hospital/ Pretoria Academic
- Masakhane Provincial Laundry
- Garankuwa Rearabiliwe Child and Youth Care Centre
- Social - Ekurhuleni Region
- Cullinan Care & Rehabilitation Centre
- Medunsa Oral Hospital
- Dr Fabian and Florence Ribeiro treatment centre
- Itireleng Workshop for the Blind



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 39
of 44

- Garankuwa Nursing College
- Koedoespoort Construction Fleet

Region: Gauteng South & West

- Heidelberg Hospital
- Kopanong Hospital
- Sebokeng Hospital
- Social - Johannesburg Metro Region
- Education. Sedibeng West
- Social Development Sedibeng / Sebokeng Region
- Education Sedibeng East
- Health Region B/ Sedibeng District Health
- JW Luckhoff Child and Youth Care Centre
- Carletonville Hospital
- Dr Yusuf Dadoo Hospital
- Leratong Hospital
- Sterkfontein Hospital
- Education Gauteng West
- West Rand Health District Office
- Bonalesedi Nursing College
- Social Development - North Rand Region

CLEANING MATERIALS CATEGORY

Region: Gauteng Central

- Charlotte Maxeke Johannesburg Academic Hospital
- Education Head Office
- Bheki Mlangeni District Hospital/ Zola Hospital
- Emmasdal Child and Youth Care Centre
- Head Office Agriculture
- Head Office Community Safety
- Head Office Social Development
- Rahima Moosa Mother and Child Hospital
- Tara the H Moross Centre
- Education. Gauteng West/ Johannesburg West
- Helen Joseph
- Gauteng Fund Project Office
- Department of Economic Development Head Office
- Department of Infrastructure Development Head Office
- Health Region A
- Education - Johannesburg East



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 40
of 44

- Education - Johannesburg Central
- Ikhaya lethemba
- Education. Johannesburg South
- South Rand Hospital
- Education - Johannesburg North
- Chris Hani Baragwanath Hospital
- Office of the Premier
- Department of Sports
- Ann Latsky
- Chris Hani Nursing Coll.
- Department of E-Government
- Walter Sisulu Child and Youth Care Centre
- Oral and Dental Teaching Hospital

Region: **Gauteng East**

- Don Mattera Child and Youth Care Centre
- Edenvale Gen. Hospital
- Far East Rand Hospital
- Germiston Hospital
- Igugulethu Child and Youth Care Centre
- Mary Moodley Child and Youth Care Centre
- Pholosong Hospital
- Sizwe Tropical Disease Hospital
- Tambo Memorial
- Tembisa Hospital
- Zanele Mbeki Frail Care Centre
- Education Gauteng East
- Education Ekurhuleni North
- Education Ekurhuleni South
- Dunswart Provincial Laundry
- Gauteng Emergency Medical Services
- Thelle Mogoarane Hospital (Old Natalspruit Hospital)
- Ekurhuleni Health District

Region: **Gauteng North**

- Dr George Mukhari Hospital
- Health Region C
- Mamelodi Hospital
- Masakhane Cookfreeze
- Education. Tshwane South
- Masakhane Laundry
- Garankuwa Rearabiliwe Child and Youth Care Centre
- Cullinan Care & Rehabilitation Centre



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 41
of 44

- Medunsa Oral Hospital
- Dr Fabian and Florence Ribeiro Centre
- Itireleng Workshop for the Blinds
- Garankuwa Nursing Coll.
- Koedoespoort Construction Fleet
- Lebone College of Emergency Care
- Steve Biko Academic Hospital/ Pretoria Academic
- Desmond Tutu Child and Youth Care Centre
- Father Smangaliso Child and Youth Care Centre
- Jubilee District Hospital
- Kalafong Hospital
- Pretoria West Hospital
- Tshwane District Hospital
- Tshwane Rehabilitation Centre
- Weskoppies Hospital
- Education. Tshwane West
- Odi District Hospital
- Education. Tshwane North
- SITA: Centurion
- SITA: Erasmuskloof Offices
- Education. Gauteng North

Region: Gauteng South & West

- Heidelberg Hospital
- Kopanong Hospital
- Sebokeng Hospital
- Social - Johannesburg Metro Region
- Education. Sedibeng West
- Social Development Sedibeng / Sebokeng Region
- Education. Sedibeng East
- Health Region B/ Sedibeng District Health
- JW Luckhoff Child and Youth Care Centre
- Carletonville Hospital
- Dr Yusuf Dadoo Hospital
- Leratong Hospital
- Sterkfontein Hospital
- Education Gauteng West
- West Rand Health District Office
- Social Development West Rand Region



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS

Page: 42
of 44

LAUNDRY CHEMICALS CATEGORY

Region: Gauteng Central

- Chris Hani Baragwanath Hospital
- Charlotte Maxeke JHB Academic Laundry

Region: Gauteng East

- Edenvale Gen. Hospital
- Dunswart Provincial Laundry

Region: Gauteng North

- Masakhane Provincial Laundry

REFUSE BAGS CATEGORY

Region: Gauteng Central

- Bheki Mlangeni District Hospital/ Zola Hospital
- Charlotte Maxeke JHB Academic
- Education Head Office
- Head Office Agriculture
- Head Office Community Safety
- Rahima Moosa Mother and child Hospital
- South Rand Hospital
- Tara the H Moross Centre
- Education. Gauteng West/ Johannesburg West
- Chris Hani Baragwanath Hospital
- Department of economic Development Head Office
- Gauteng Department of Infrastructure Development
- Helen Joseph
- Health Region A
- Education Johannesburg East
- Education Johannesburg Central
- Education Johannesburg South
- Education Johannesburg North
- Gauteng Department of Sports
- Ann Latsky Nursing College
- Oral and Dental Teaching Hospital



Provincial Supply Chain Management

SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS


Page: 43
of 44

Region: Gauteng East & South

- Edenvale General Hospital
- Far East Rand Hospital
- Germiston Hospital
- Igugulethu Child and Youth Care Centre
- Mary Moodley Child and Youth Care Centre
- Pholosong Hospital
- Sizwe Tropical Disease Hospital
- Tambo Memorial
- Tembisa Hospital
- Zanele Mbeki Frail Care Centre
- Education Gauteng East
- Education Ekurhuleni North
- Education Ekurhuleni South
- Dunswart Provincial Laundry
- Gauteng Emergency Medical Services
- Thelle Mogoarane Hospital (Old Natalspruit Hospital)
- Ekurhuleni Health District
- Heidelberg Hospital
- Kopanong Hospital
- Sebokeng Hospital
- Education. Sedibeng West
- Department of Social Development Sedibeng / Sebokeng Region
- Education. Sedibeng East
- Health Region B/ Sedibeng District Health

Region: Gauteng North & West

- Jubilee District Hospital
- Kalafong Hospital
- Pretoria West Hospital
- Tshwane District Hospital
- Tshwane Rehabilitation Centre
- Weskoppies Hospital
- Education. Tshwane West
- Odi District Hospital
- Education. Tshwane North
- Health Region C
- Mamelodi Hospital
- Dr George Mukhari Hospital
- Education Tshwane South
- Steve Biko Academic Hospital/ Pretoria Academic
- Masakhane Provincial Laundry
- Garankuwa Rearabiliwe Place of Safety

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	SPECIFICATION FOR LAUNDRY CHEMICALS, CLEANING CHEMICALS, CLEANING MATERIALS AND REFUSE BAGS	Page: 44 of 44

- Cullinan Care & Rehab. Centre
- Medunsa Oral Hospital
- Dr Fabian and Florence Ribeiro Centre
- Itireleng Workshop for the Blinds
- Garankuwa Nursing College
- Koedoespoort Construction Fleet
- Vredehuis

NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session meeting will be held virtually using the Microsoft Teams Platform on the following link https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzM3YjY5YzYtZjk0Zi00ZGY0LTliYzQtODQ3NjFiMjI5MDI2%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%22b0c249d6-eb4c-4357-bae7-037e18f3c317%22%7d

The meeting is scheduled from 10h00 to 11h00 on the 18th November 2022. The meeting is non-compulsory, however attendance is highly recommended.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

The latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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)

Annexure B



CONTRACT FOR SERVICES: (AS PER TERMS OF REFERENCE)

TENDER NUMBER: _____

BETWEEN

THE GAUTENG PROVINCIAL TREASURY

AND

REGISTRATION NUMBER: _____

WHEREBY IT IS AGREED AS FOLLOWS:

Initials: _____ Department _____ Service Provider

TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	ABBREVIATIONS	5
3.	INTERPRETATION	5
4.	PREAMBLE	7
5.	APPOINTMENT AND ACCEPTANCE	7
6.	COMMENCEMENT AND DURATION	7
7.	THE SERVICE	7
8.	SERVICE PROVIDER UNDERTAKINGS AND WARRANTIES	8
9.	GAUTENG TREASURY'S UNDERTAKINGS AND WARRANTIES	9
10.	CHARGES	9
11.	INVOICE AND PAYMENT	10
12.	PROJECT TEAM	11
13.	PERFORMANCE MANAGEMENT	11
14.	CONFIDENTIALITY	11
15.	AUDIT RIGHTS	12
16.	INTELLECTUAL PROPERTY	12
17.	GENERAL INDEMNITY	13
18.	LIMITATION OF LIABILITY	14
19.	EVENTS OF DEFAULT	14
20.	BREACH	15
21.	PENALTY	15
22.	DISPUTE RESOLUTION AND ARBITRATION	15
23.	NON-SOLICITATION	16
24.	CESSION AND ASSIGNMENT	16
25.	PUBLICITY	16
26.	FORCE MAJEURE	17
27.	DOMICILIA CITANDI ET EXECUTANDI	18
28.	NOTICE	19
29.	GOVERNING LAW	19
30.	RELATIONSHIP OF THE PARTIES	19
31.	SEVERABILITY	19
32.	ASSURANCE THAT THIS AGREEMENT IS BINDING	19
33.	GENERAL	20

Initials:

DepartmentService Provider

1. DEFINITIONS

In this Agreement, unless the contrary is clearly indicated -

- 1.1 "Agreement" means this document and includes any document that may be attached and incorporated into this document as agreed between the Parties;
- 1.2 "Commencement Date" means _____, notwithstanding Date of Signature;
- 1.3 "Confidential Information" means all information or data of any nature whatsoever which the Receiving Party may obtain from the Disclosing Party including, without limitation, Intellectual Property and regardless of how such information is disclosed to the Receiving Party including, without limitation, orally, visually or by inspecting documentation, electronic data or other matter. The following is not Confidential Information:
- i. information that is known to the Receiving Party prior to the date on which it is disclosed;
 - ii. information that is in the public domain prior to the date on which it is disclosed;
 - iii. information that enters the public domain subsequent to the date on which it is disclosed through no act or omission by the Receiving Party; and
 - iv. information that one Party authorises the other Party in writing to disclose;
- 1.4 "Date of Signature" means the last dated signature of this Agreement;
- 1.5 "Deliverables" means those Deliverables as set out in the Agreement documents, annexures and terms of reference;
- 1.6 "Department" means the Gauteng Provincial Treasury being a department of the Gauteng Provincial Government listed as such under Schedule 2 to the Public Service Act, Proclamation 103 of 1994;
- 1.7 "Disclosing Party" means a Party or any person acting on behalf of that Party that discloses or provides Confidential Information to the Receiving Party under this Agreement;
- 1.8 "Good Industry Practice" means using standards, practices, methods and procedures conforming to applicable law and exercising that degree of skill, care, diligence, prudence and foresight that would

Initials: _____ _____
 Department Service Provider

reasonably and ordinarily be expected of a skilled, and experienced person engaged in a similar type of undertaking under similar circumstances;

- 1.9 “Intellectual Property” means, collectively, patents, trademarks, designs, models, copyright, Know-How, inventions, trade and business secrets, and any other type of intellectual property that is used or held in connection with a Party’s business, regardless of whether such intellectual property is currently used or held or is registered or unregistered. Intellectual Property further includes any other right to apply for the registration, use or protection of same;
- 1.10 “Know-How” means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used in connection with a Party’s business, information regarding marketing and promotion of its business, as well as all and any modifications or improvements to any of them which do not constitute entirely new services or products. Know-How that is in the public domain on the Effective Date or which enters the public domain subsequent to the Effective Date through no act or omission by a Party, is excluded from this definition;
- 1.11 “Losses” mean all losses, damage, damages, liabilities, costs, expenses, fines, penalties and claims, and all related costs and expenses. Losses include legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, and interest;
- 1.12 “Parties” mean the parties to this Agreement, and a reference to “Party” is a reference to one of them as determined by the context;
- 1.13 “Products” mean any tangible deliverables that the Service Provider provides to the Department under this Agreement which serves as an integral part of the Services;
- 1.14 “Proposal” means the Service Provider’s response to the Department’s terms of reference in respect of the carrying out of the Services. The GPT has considered and accepted these documents and they are incorporated into and must be read with this Agreement;
- 1.15 “Payment Schedule” means the document that stipulates the breakdown of payment to be made in respect of Services, which must be read with this Agreement;
- 1.16 “Purchase Order” means a purchase order raised by the Department requesting the Service Provider to render Services;

Initials:
 Department Service Provider

- 1.17 "Receiving Party" means the Party, or any person acting on behalf of that Party, that receives disclosure of any Confidential Information from the Disclosing Party under this Agreement;
- 1.18 "RFP" means the GPT's Request for Proposal Tender number: _____ inclusive of the Terms of Reference, which shall be read together with this Agreement;
- 1.19 "Service"/ "Scope of Service" means the service that the Service Provider must render to the Department as specified in the Terms of Reference;
- 1.20 "Service Provider" means _____ duly incorporated and registered in terms of the law of the Republic of South Africa with registration number _____;
- 1.21 "Staff" means an employee of either Party;
- 1.22 "Term" means a period as fully described in the Terms of Reference;
- 1.23 "Terms of Reference" means the document that formed part of the Request for Proposal that was advertised in respect of the said Service and must be read together with this Agreement. For the avoidance of doubt, all conditions set out therein shall be binding on the Service Provider;
- 1.24 "Trade Marks" means any trademarks (registered and/or unregistered), designs, logos, style names, slogans which a Party owns or has the right to use or any derivative service offerings of, and applications for, any of same; and
- 1.25 "VAT" means value added tax chargeable under the Value Added Tax Act 89 of 1991, as amended.

2. ABBREVIATIONS

GPG – Gauteng Provincial Government

GPT – Gauteng Provincial Treasury

3. INTERPRETATION

- 3.1 The table of contents in this Agreement is for convenience and reference only and may not be used in the interpretation of this Agreement.
- 3.2 In this Agreement, unless the contrary is clearly indicated -

Initials: _____ _____
 Department Service Provider

- 3.2.1 reference to any gender includes the other genders;
- 3.2.2 reference to the singular includes the plural and *vice versa*;
- 3.2.3 reference to natural persons includes legal persons (incorporated or unincorporated) and *vice versa*;
- 3.2.4 any reference to an enactment is to that enactment as at the date of signature of this Agreement and as amended or re-enacted from time to time;
- 3.2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party then the same effect must be given to it as any other substantive provision in this Agreement notwithstanding that it is in the definition clause or used as a definition in any other clause of this Agreement;
- 3.2.6 any number of days that are prescribed must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or South African public holiday, in which case the last day is the next day which is not a Saturday, Sunday or South African public holiday;
- 3.2.7 if there is any conflict between figures referred to in numbers and in words then the reference in words must prevail;
- 3.2.8 if any term is defined within the context of any particular clause then the term so defined bears that defined meaning for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause, unless it is clear from the clause in question that the defined term applies to that clause only;
- 3.2.9 reference to a day, month or year is construed as a Gregorian calendar day, month or year;
- 3.2.10 expiry or termination of this Agreement does not affect any provision of this Agreement that expressly provides for its operation after expiry or termination of this Agreement or which of necessity must continue to have effect after expiry or termination of this Agreement, notwithstanding that the provision itself does not expressly provide for this, including any Purchase Order placed during the Term;

Initials: _____ _____
 Department Service Provider

3.2.11 the rule that a contract is interpreted against the party responsible for the drafting or preparation of the contract does not apply; and

3.2.12 if the Service Provider is liquidated or sequestrated then a reference in this Agreement to the Service Provider is also applicable to and binding upon the Service Provider's liquidator or trustee, as the case may be.

4. PREAMBLE

4.1 The Gauteng Provincial Treasury (GPT) has identified the need to procure the services as per Terms of Reference.

5. APPOINTMENT AND ACCEPTANCE

5.1 The Department hereby appoints the Service Provider with effect from the Commencement Date to render the Services and the Service Provider accepts the appointment upon the provisions of this Agreement.

6. COMMENCEMENT AND DURATION

6.1 This Agreement commences on the Commencement Date and endures for the Term.

7. THE SERVICE

7.1 The scope of Services to be provided by the Service Provider in terms of the Agreement is set out in the terms of reference read together with this Agreement and Annexures. The requirements set out in the terms of reference and this Agreement are not exhaustive and may therefore include additional steps to challenges faced to complete the initiative.

7.2 The onus will rest on the Service Provider to keep sufficient records, documentation and information of such variations and changes.

7.3 Performance will be reviewed by the GPT during the Term of this Agreement.

7.4 Should performance be below the required standard, the contract will be terminated before the end of the agreed period by the GPT.

Initials: _____ _____
 Department Service Provider

8. SERVICE PROVIDER UNDERTAKINGS AND WARRANTIES

The Service Provider undertakes and warrants that:

- 8.1 it has valid title to render the Service;
- 8.2 it will render the Service with due care, skill and expertise;
- 8.3 it will render the Service with promptness and diligence;
- 8.4 it will at all times use adequate numbers of qualified Staff who are appropriately and suitably educated, trained, skilled and experienced to render the Service;
- 8.5 time is of the essence in rendering the Service and shall be adhered to;
- 8.6 the Services will comply, as at the date of rendering, with all applicable legislative and regulatory requirements as well as rulings of any competent authority that has jurisdiction over the Services, including, without limitation, those pertaining to labour, environmental and health and safety;
- 8.7 whilst rendering the Services it will at all times comply with all industry-related best practices, codes and standards issued or published by any governing body, council or organisation;
- 8.8 whilst rendering the Services it will at all times comply and ensure that its Staff at all times comply with the reasonable general supervision and direction of the Department;
- 8.9 it will devote the necessary time and attention to providing the deliverables, as set out in the terms of reference and not engage in any business or activity that will prevent the Service Provider from providing the Services;
- 8.10 all actions and commitments agreed upon or pursuant to the project management committee meetings or agreed to, will be strictly adhered to;
- 8.11 it will observe neutrality and objectivity in its views and opinions;
- 8.12 it will provide the Department with any information and reports reasonably requested by the Department in connection with the Services, and which information the Service Provider warrants to be accurate and complete;

Initials:

Department

Service Provider

- 8.13 it will not (and will procure that its Staff do not) under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Department's Staff; and
- 8.14 it has not been induced to enter into this Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in this Agreement.

9. GAUTENG TREASURY'S UNDERTAKINGS AND WARRANTIES

- 9.1 The Services shall be provided subject to the following undertakings from the Department:
- 9.1.1 The Department shall, subject to Clause 10 hereinbelow, pay the Service Provider for Services rendered. For the avoidance of doubt, the Parties shall, upon award but no later than the Date of Signature of this Agreement, agree to a Payment Schedule which shall include at which stage payments are made. Further, the amounts payable shall be the amounts that are not in dispute by the Parties.
- 9.1.2 The Department shall ensure that the Service Provider has access to the locations and the relevant equipment as reasonably required to affect the Services; and
- 9.1.3 The Department shall ensure that the Service Provider receives the necessary support and cooperation from the Department's employees and/or third party Service Providers as reasonably required to affect the Services.

10. CHARGES

- 10.1 The total contract amount payable by the GPT to the Service Provider under this Agreement, as per award letter, (VAT included), payment of such as Payment Schedule which shall form part of this Agreement.
- 10.2 The Service Provider must render an invoice to the GPT for Services rendered as per the Payment Schedule.
- 10.3 The Service Provider is committed to ensure stable optimum performance of the services required.
- 10.4 Invoices accurately completed and submitted by the Service Provider and thereafter verified by the Department will be paid within 30 days of receipt of correct invoice.

Initials: _____ _____
 Department Service Provider

- 10.5 Except as otherwise expressly provided for in the Agreement, no claim by the Service Provider for any additional payment on any grounds shall be allowed (including without limitation, misunderstanding or misinterpretation in respect of the Agreement) nor shall the Service Provider be released from any risk or obligations imposed on or undertaken by it on such grounds or on the ground that it could not have foreseen any matter which might affect, or have affected its performance in terms of the Agreement.

11. INVOICE AND PAYMENT

- 11.1 The Service Provider shall register for GPG Electronic Invoice Submission and Tracking for invoicing purposes.
- 11.2 The Service Provider shall submit invoices for Services rendered, electronically according to the Payment Schedule.
- 11.3 Unless otherwise specified, all charges for Services and/or Deliverable are inclusive of VAT.
- 11.4 The Department may withhold payment of an amount that is disputed in good faith.
- 11.5 The Department must pay a correct invoice that is due and payable in terms of this Agreement within 30 days of receipt thereof.
- 11.6 The Service Provider will provide invoices accordingly and payment shall be paid to the Service Provider's bank account details provided below:

Name of Bank:

Branch Name:

Branch Code

Account Number:

- 11.7 The Service Provider must maintain reasonably complete and accurate records of, and supporting documentation for the amounts billed to and payments made by the Department under this Agreement in accordance with generally accepted accounting practices applied on a consistent basis, and shall make these available to the Department or its auditors for review upon written request.

Initials: _____ _____
 Department Service Provider

12. PROJECT TEAM

- 12.1 The Parties shall from Commencement Date form a project team, which will be responsible for the management of the Agreement so as to ensure the smooth and satisfactory delivery of the Services by the Service Provider to the GPT.
- 12.2 The Project team will be agreed to by Parties.
- 12.3 The functions of the project team shall be as follows:
- 12.3.1 to facilitate communication between the Parties;
 - 12.3.2 to review the progress on the implementation of the Agreement;
 - 12.3.3 to manage and resolve potential disputes;
 - 12.3.4 to monitor and maintain alignment with departmental policy and strategy;
 - 12.3.5 to achieve Agreement objectives within agreed scope, time, cost and quality;
 - 12.3.6 to provide advice and consent on scope Variation;
 - 12.3.7 to facilitate all necessary departmental approvals; and
 - 12.3.8 to provide feedback to relevant stakeholders.

13. PERFORMANCE MANAGEMENT

- 13.1 The rendering of the Services is subject to on-going monitoring and review as per clause 7.5.
- 13.2 The Service Provider undertakes to attend and participate in meetings that the Department shall reasonably require from time to time.

14. CONFIDENTIALITY

The Parties agree that this confidentiality clause survives the termination or expiry of this Agreement and the Receiving Party undertakes:

- 14.1 to treat as strictly confidential all Confidential Information;
- 14.2 not to use Confidential Information for any purpose other than the performance of its obligations in under this Agreement;
- 14.3 not to disclose Confidential Information to any person whomsoever other than its Staff and then only on a need-to-know basis;

Initials: _____ _____
 Department Service Provider

- 14.4 to ensure that its Staff are made aware of the confidential nature of the Confidential Information prior to revealing any Confidential Information to any of its Staff;
- 14.5 to ensure that its Staff observe and comply with their obligations in respect of Confidential Information, whether or not they are still part of its Staff;
- 14.6 to use the same standard of care (which may not be less than a reasonable standard of care) in protecting the Confidential Information, as it uses to protect its own confidential information; and
- 14.7 to return to the Disclosing Party at any time upon request or upon termination or expiry of this Agreement, unless the Disclosing Party otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the Receiving Party may have obtained from the Disclosing Party as well as all notes (whether in paper or electronic format) which the Receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the Receiving Party.

15. AUDIT RIGHTS

- 15.1 This Agreement is subject to the provisions of the regulating framework.
- 15.2 The Department, acting through its duly authorised representatives (including without limitation, its external auditors) is entitled to inspect during business hours and at the premises of the Service Provider or such other premises where the Services are rendered from, all books, records, and supporting documentation related to the rendering of the Services and to the Service charges and to make copies of such books, records, and supporting documentation for audit purposes.
- 15.3 If the Department exercises its rights under this clause then it must do so at its own cost and on reasonable prior notice to the Service Provider.
- 15.4 The Department must disclose to the Service Provider any adverse findings pertaining to the Service Provider that emanates from the exercise of the Department's rights under this clause.

16. INTELLECTUAL PROPERTY

- 16.1 Any Intellectual Property rights that the Service Provider prepares, creates or authors for the Department under this Agreement in any media or format and whether that is done by the Service Provider alone or by the Service Provider in conjunction with any third party of the Service Provider or the Department, belongs exclusively and in totality to the Department and the Service Provider hereby cedes all right, title

Initials: _____ _____
 Department Service Provider

and interest in and to any such Intellectual Property rights to the Department. The Service Provider must ensure that any third party that the Service Provider may appoint in relation to the execution of its obligations under this Agreement agrees to the provisions of this clause.

- 16.2 Any Intellectual Property that belongs to a Party is the sole property of that Party and neither Party acquires any right, title or interest in the other Party's Intellectual Property.
- 16.3 Nothing contained in this Agreement restricts either Party to use any idea, concept, Know-How, or technique developed or learned by any Party during the course of the relationship between the Parties, which does not:
- 16.3.1 amount to a disclosure of Confidential Information in breach of this Agreement; or
 - 16.3.2 infringe the Intellectual Property rights of the other Party;
- 16.4 A Party may only use the other Party's Intellectual Property if the latter specifically authorises such use in writing and then only to the extent so authorised.

17. GENERAL INDEMNITY

The Service Provider hereby indemnifies and holds the Department and its officers, directors, Staff, successors, and assigns (in whose favour this constitutes a *stipulatio alteri*), harmless from Losses arising directly out of:

- 17.1 any claim or action arising from the Service Provider's breach of or failure to observe or perform any of its duties or obligations under this Agreement;
- 17.2 any claim or action arising from the Service Provider's breach of any warranty under this Agreement;
- 17.3 any claim or action arising from the Service Provider's breach of any obligation pertaining to Confidential Information;
- 17.4 the death or bodily injury of any of the Department's Staff, Service Providers, clients, visitors, or other affected persons caused by the Service Provider;
- 17.5 the damage, loss or destruction of any real or tangible personal property of any of the Department's Staff, Service Providers, clients, visitors, learners or other affected persons caused by the Service Provider; and

Initials: _____ _____
 Department Service Provider

- 17.6 any claim, demand, charge, action, cause of action, or other proceeding instituted by any of the Department's Staff, Service Providers, clients, visitors, or other affects persons against the Service Provider but resulting from an act or omission of the Service Provider in its capacity as an employer of a person.

18. LIMITATION OF LIABILITY

- 18.1 The Service Provider is not liable for Losses attributable to the fault of the Department.
- 18.2 Limitation of the Service Provider's liability does not apply to Losses arising directly or indirectly out of or in connection with criminal negligence or wilful misconduct on the part of the Service Provider.

19. EVENTS OF DEFAULT

Notwithstanding anything seemingly to the contrary in this Agreement, the Department is entitled but not obliged, to terminate this Agreement at any time by giving the Service Provider notice to that effect, if the Service Provider -

- 19.1 commits an act which is or would (if committed by a natural person) be an act of insolvency;
- 19.2 allows any judgment against it to remain unsatisfied for a period of 30 (thirty) days, unless it takes steps to rescind or appeal against such judgment within such 30 (thirty) day period (or, if it did not become aware of such judgment within such 30 (thirty) day period, then within 30 (thirty) days after the date on which it became aware of such judgment) and successfully prosecutes such rescission or appeal to a timeous conclusion but in any event within 45 (forty-five) days after the date on which it became aware of the judgment;
- 19.3 compromises or attempts to compromise or defer payment of any debt owing by it to its creditors generally or to any class of its creditors generally;
- 19.4 being a juristic person, is provisionally or finally liquidated, removed from the register of companies, placed under judicial management (whether provisionally or finally), takes any steps for its voluntary winding up, or undergoes a change of control;
- 19.5 disposes of all or a material portion of its assets or business or ceases (including, without limitation where there is a reasonable prospect of cessation) to conduct its business except to the extent that such disposal or cessation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;

Initials: _____ _____
 Department Service Provider

- 19.6 encumbers or hypothecates in any manner whatsoever a material portion of its assets except to the extent that such encumbrance or hypothecation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;
- 19.7 has given any representation or warranty in terms of this Agreement and it proves to be incorrect in any material manner or respect whatsoever;
- 19.8 engages or is found to have engaged in any dishonest, corrupt or fraudulent practice in competing for or in the execution of its obligations under this Agreement;
- 19.9 contravenes provisions relating to the Service and/or quality thereof; or
- 19.10 contravenes the provisions of this Agreement pertaining to cession and assignment.

20. BREACH

If a Party breaches this Agreement and fails to remedy such breach within 30 (thirty) days of being given written notice requiring it to do so by the aggrieved Party, then the aggrieved Party is entitled, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim Losses.

21. PENALTY

In the event that the Service Provider due to its negligence or for reasons within its control, does not perform satisfactorily the services due to the Department in terms of this contract, the Department shall without prejudice to other remedies it has under this contract, be entitled to levy a penalty of 2% of the total amount payable to the Service Provider for every working day or part thereof which shall pass between the end of the period specified for the performance and the actual date of completion. The penalty shall be deducted from the amount payable to the Service Provider.

22. DISPUTE RESOLUTION AND ARBITRATION

- 22.1 Should any difference or dispute, except breach of an obligation in terms of this contract arise at any time between the parties, duly authorized representatives of each Party shall meet within 14 (fourteen) working days, or such period as the parties may agree, from the date on which the dispute arose to resolve the dispute amicably.

Initials: _____ _____
 Department Service Provider

- 22.2 The Parties will, pending resolution of the dispute, continue to fulfil all other obligations under this Agreement that are not in dispute.
- 22.3 If the dispute is incapable of amicable resolution then either Party shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965, such arbitration shall be held in Johannesburg in the English language.
- 22.4 The appointment of the arbitrator shall be agreed upon between the Parties but failing agreement within 10 (ten) days either Party shall be entitled to request AFSA to make the appointment and, in making such appointment, to have regard to the nature of the dispute.
- 22.5 The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act 42 of 1965 but shall not be obliged to follow the procedures prescribed in that Act. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of a court of competent jurisdiction.

23. NON-SOLICITATION

The Service Provider shall not without the prior written consent of the Department, either during or within 24 (twenty-four) months after termination or expiry of this Agreement, directly or indirectly solicit for employment, any person who within the duration of this Agreement, was a member of the Department's Staff and who was directly involved with any activity relating to this Agreement.

24. CESSION AND ASSIGNMENT

- 24.1 The Service Provider shall not be entitled to cede or assign any of its rights and obligations in terms of this Agreement to any third party.
- 24.2 Notwithstanding the above, the Service Provider may cede its obligation to receive payment in terms of this Agreement to a third party.
- 24.3 The Department shall implement payment of in terms of a cession within 60 days from the date of receipt of all necessary documentation.

25. PUBLICITY

The Service Provider agrees that neither it nor any of its Staff shall make or issue, directly or indirectly, any formal or informal, public or private announcement, advertisement or statement for any commercial

Initials: _____ _____
 Department Service Provider

purpose in connection with the name of the Department or this Agreement or the negotiations leading up to it, without the express prior written consent of the Department, which consent must be obtained both in relation to the fact of the announcement, advertisement or statement, as well as to its contents, which consent shall not be unreasonably withheld or delayed.

26. FORCE MAJEURE

26.1 If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations under this Agreement, then this Agreement or the affected portion thereof is suspended for the period during which the Interrupting Circumstances prevail. If the Interrupting Circumstances prevail for a period of more than 10 (ten) days then the affected Party is entitled to cancel this Agreement on 5 (five) days' written notice to the other Party.

26.2 The Party relying on the Interrupting Circumstances (on whom the onus rests) must –

26.2.1 give notice specifying the nature and date of commencement of the Interrupting Circumstances to the other Party as soon as reasonably possible after the commencement thereof; and

26.2.2 give notice of the cessation of the Interrupting Circumstances within 2 (two) days after such cessation.

26.3 No Party is obliged to comply with obligations that are suspended during the period that the Interrupting Circumstances prevail.

26.4 The Party whose performance is interrupted by the Interrupting Circumstances is entitled to extend the Term by a period equal to the time that its performance is so interrupted, provided that such Party gives notice to that effect as provided above.

26.5 In this Agreement, *vis major* and *force majeure* -

26.5.1 include acts or omissions of any government or similar authority, any law or regulatory provision having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, prohibition of exports, rationing of supplies, flood, storm, fire, epidemics or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the Party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*, provided that labour disputes (including, without limitation, strikes, go-slows or lockouts) are not included as events *vis major* or *force majeure* except to the extent that any such labour disputes delaying or

Initials: _____ _____
 Department Service Provider

preventing the affected Party's performance take place in the Republic of South Africa and are countrywide and industry-wide; but

26.5.2 exclude any lack of authorisation, licence, permit or approval necessary for the performance of an obligation under this Agreement.

27. DOMICILIA CITANDI ET EXECUTANDI

27.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

27.1.1 Department:

Physical: Imbumba House
75 Fox Street
Johannesburg

Postal: Private Bag X12
Marshalltown
2107

For attention: The Head: Gauteng Provincial Treasury

27.1.2 Service Provider:

Physical:

Postal:

For attention:

27.2 Either Party may by notice to the other Party change the physical or postal address chosen as its *domicilium citandi et executandi* to another physical or postal address in the Republic of South Africa, provided that the change becomes effective on the 14th (fourteenth) working day from the deemed receipt of the notice by the other Party.

Initials: _____ Department _____ Service Provider

28. NOTICE

- 28.1 Any notice or communication required or permitted to be given in terms of this Agreement is valid and effective only if in writing.
- 28.2 A notice delivered by hand to a Party during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* is deemed to have been received on the day of delivery.
- 28.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party is adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

29. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the law of the Republic of South Africa.

30. RELATIONSHIP OF THE PARTIES

The Parties' relationship is that of independent contracting Parties and is governed by this Agreement. Nothing in this Agreement is intended, nor may be interpreted or deemed to constitute any Party to be a partner, employee, agent or representative of the other Party. It is not the intention of the Parties to create, nor may this Agreement be construed to create any commercial or other partnership. No Party may act for or assume any obligation or responsibility on behalf of the other Party without the latter's prior written consent. No Party may hold itself out as a partner of the other Party.

31. SEVERABILITY

Any provision in this Agreement which is illegal, invalid or unenforceable is ineffective to the extent of such prohibition or unenforceability and must be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

32. ASSURANCE THAT THIS AGREEMENT IS BINDING

- 32.1 The Parties warrant to each other that they have taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on themselves.

Initials: _____ _____
 Department Service Provider

- 32.2 A Party must, if requested by the other Party, furnish to the latter sufficient evidence of the authority of a person who takes any action or executes any documents under this Agreement on behalf of the Party so requested.

33. GENERAL

- 33.1 This Agreement constitutes the whole agreement between the Parties.
- 33.2 No amendment, consensual cancellation of this Agreement or settlement of any dispute arising under this Agreement, is binding unless recorded in a written document that clearly specifies the intention to amend, cancel or settle and signed by a duly authorised representative of each Party.
- 33.3 No extension of time, waiver, relaxation, suspension of or discharge from any provision of this Agreement is binding unless recorded in a written document that clearly specifies the intention to extend, waive, relax, suspend or discharge and signed by the Party granting such extension, waiver, relaxation, suspension or discharge. Any extension, waiver, relaxation, suspension or discharge must be construed as relating strictly to the matter in respect whereof it was given.
- 33.4 An extension of time, waiver, relaxation or suspension of any provision of this Agreement does not operate as an estoppel against any Party in respect of its rights under this Agreement, nor does it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 33.5 The Service Provider's Broad-based Black Economic Empowerment (BBBEE) status will be monitored on a bi-annual basis and should it be found to be unsatisfactory, the Service Provider must rectify its BBBEE status within a reasonable period, failing which this Agreement may be terminated.
- 33.6 Each Party must pay its own cost pertaining to the negotiation, drafting and execution of this Agreement.

Initials:

Department

Service Provider

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ 2020

FOR AND BEHALF OF:

THE SERVICE PROVIDER_____
(NAME AND SURNAME)_____
(ID NUMBER)_____
(DESIGNATION)_____
(SIGNATURE)

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ 2020

FOR AND BEHALF OF:

THE DEPARTMENT_____
(NAME AND SURNAME)_____
(PERSONAL NUMBER)_____
(DESIGNATION)_____
(SIGNATURE)

Initials:

Department_____
Service Provider