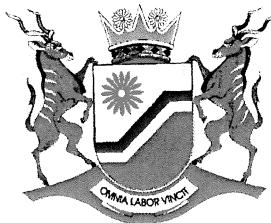


# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT

**BID NUMBER: PWRT/1818/23/MP**

### **SUPPLY AND DELIVERY OF CLEANING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT AT EHLANZENI, BOHLABELA, NKANGALA, GERT SIBANDE DISTRICTS AND HEAD OFFICE OF MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS.**

Department of Public Works, Roads & transport  
Private Bag X11310  
Mbombela  
1200

**NAME OF BIDDER:** .....

**TOTAL BID PRICE (all inclusive) :** .....

**(Also in words):** .....

.....

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS &amp; TRANSPORT</b>				
BID NUMBER:	PWRT/1818/23/MP	CLOSING DATE:	26 JANUARY 2024	CLOSING TIME: 12H00
DESCRIPTION	SUPPLY AND DELIVERY OF CLEANING MATERIAL FOR THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT AT EHLANZENI, BOHLABELA, NKANGALA, GERT SIBANDE DISTRICTS AND HEAD OFFICE OF MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Mr. MD Ndlovu	CONTACT PERSON		
TELEPHONE NUMBER	013 766 6812	TELEPHONE NUMBER		
FACSIMILE NUMBER		FACSIMILE NUMBER		
E-MAIL ADDRESS	mdndlovu@mpg.gov.za	E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.				

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

### **3. BID REQUIREMENTS/COMPULSORY RETURNABLES**

To be considered responsive, bidders must submit the following mandatory documents (**certified copies**) at the closing date and time of bid. **Failure to submit the mandatory requirements will invalidate the bid:**

- 3.1 Duly completed and signed bid document including all the attached SBD forms.
- 3.2 Copy of business Registration Certificate from CIPRO.
- 3.3 Certified copies of Identity Documents of directors / partners / shareholders of the Business.
- 3.4 In bids where Consortia / Joint Ventures are involved, each party must submit copy of a business registration certificate, COIDA (if applicable), Copies of Identity Documents.
- 3.5 Duly completed bill of quantities (BOQ).
- 3.6 Bidders who have public sector (national, provincial and local government) officials as directors / shareholders / partners shall be disqualified if they fail to provide approval/s from their executing authorities authorizing them to undertake remunerative work outside their employments in the public service.
- 3.7 Bidders are allowed to bid for one District or Head Office (one tender per bid) failing which their bids shall be disqualified
- 3.8 Service Providers must be registered on central supplier Database

### **4. GENERAL CONDITIONS OF BID**

- 4.1 This bid and all contracts emanating there from will be subject to the attached General Conditions of Contract issued by the National Treasury.

### **5. SPECIAL CONDITIONS OF BID**

The following special conditions of Contract are supplementary to the General Conditions of Contract. However, where the special conditions on contract are in conflict with the general conditions of contract, the special conditions of contract shall prevail.

#### **5.1 Compulsory briefing sessions**

- There will be compulsory briefing session / meeting
- Any bidder who does not attend and sign the attendance register will not be considered.

#### **5.2 Contract Period**

- The contract period shall be three years effective from the date of the contract circular ( SLA)

#### **5.3 Completion of bid documents**

- Bid document should be completed in black ink and that any use of tippex on the bid document shall nullify the bid. All incomplete bid documents shall not be considered.
- Failure to submit all mandatory bid requirements shall nullify the bid.
- Failure to declare the bidder's interest in the SBD4 provided in the bid document is regarded as misrepresentation of fact. Then in case such a bidder is awarded a contract, that contract will be cancelled and that the bidder will be restricted from doing business with the Public Sector.

#### **5.4 Pricing proposal:**

- Bids must be submitted in South African Rand, on a fixed price basis, VAT Exclusive.
- All prices must include delivery, packaging and off - loading charges at the Head Office and all Districts.
- All price escalations will only be effected after the first completed year of contract and will be 10% of the first year of contract.
- Bidder must complete the bill of quantities attached and that unit prices and total amounts should be reflected. Please note that the quantities reflected on the bill of quantities are estimates and that bidders will be paid in accordance to the actual quantities delivered.
- Any alteration on the prices in the bill of quantities the bidder should counter sign for such alteration.

#### **5.5 Quantities, Orders and Delivery**

- The quantities reflected in the bid forms are estimated quantities and no guarantee is given or implied as to the actual quantity which will be ordered;
- Orders will be placed by the head office or the respective district office who will be responsible for the payment to contracted service providers for goods ordered and delivered;
- Delivery of products must be made in accordance with the instructions appearing on the official Departmental purchase order and no deviations will be allowed;
- Goods must be delivered at the required stores, off-loaded from the truck by the contracted service provider to the designated area / place as indicated on the official purchase order;
- All deliveries must be accompanied by a delivery note stating the official order number against which the delivery has been effected;
- Deliveries not complying with the official purchase order, will be returned to the contractor at the contractor's expense; and
- Delivery of ordered goods should be made during working hours before 15h00 in order to allow the store's officers to check and verify if the items are in accordance to the purchase order.

#### **5.6 Product Compliance**

- All goods to be supplied must be SANAS approved.
- The department reserves the right to return goods supplied should it be proven that it is a Inferior quality.
- Should the supplier continues to provide inferior quality products, the Department reserves the right to terminate the contract and the bidder next inline shall be appointed.
- Appointed service providers are expected to bring samples of every item requested before delivering a full order.

#### **5.7 Acceptance of bids**

- The Department is not bound to accept any of the proposals submitted and reserve the right to call for Best and Final Offers from short-listed bidders before final selection.
- The Department reserves the right to call interviews with short-listed Bidder before final selection.

- The Department reserves the right to negotiate price with preferred bidder.
- The lowest or any bid will not necessarily be accepted and the department reserves the right to accept the whole or part of any bid.
- The department reserves a right to appoint more than one service provider.
- A bid from any bidder whose name appears on the National Treasury Database of Restricted Suppliers will not be considered.
- Bidders are not allowed to tender for more than once.

### 5.8 Payment of invoices

- Prices charged by the contracted service providers for goods delivered, shall not vary with the approved prices.
- Payments shall be made within 30 days, after receipt of ordered goods including a valid tax invoice and delivery note.

## 6. EVALUATION CRITERIA

The Bid Evaluation Committee (BEC) on the following basis shall conduct the evaluation:

### Points for Price and Specific goals

Price	80
Specific Goals	20

The evaluation of the received tender will be based on functionality, Specific Goals and Price. The **80/20** evaluation criteria will apply.

### 6.1 PRICE

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 80 points will be only for the price

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

**80/20**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

## 6.2 SPECIFIC GOALS

A maximum of **20** points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023. This bid will be evaluated as per the above mentioned regulations. Bidders are required to submit evidence by which Preference points can be claimed based on the Specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

Specific goals	Maximum Allocated	Preference	Points
HDI			10
Youth			4
Women			4
Disabled persons			2
<b>TOTAL</b>			<b>20 Points</b>

## 7. Bid documents and returnable schedules

**NOTE: PLEASE SUBMIT THE BID IN THE FOLLOWING FORMAT:**

**PART I      SBD Tender documents (SDB1, SBD4, SBD6.1 and SBD6.2)**

**PART II     Bill of quantity (BOQ)**

**PART III    Mandatory Documents as per paragraph 3**

**PART IV    Any other relevant document / information**

**PART V     General Conditions of Contract**

ITEM NO:	DESCRIPTION	UNIT	QUANTITY (FOR EVALUATION ONLY)	TOTAL PRICE (PRICE X QUANTITY)
1	Dry bright floor polymer (S.A.B.S/SANS)	Each	X100	
2	Dry bright floor polymer ((S.A.B.S/SANS)25LT	Each	X100	
3	Polymer Maintenance Solution ((S.A.B.S/SANS)5 LT	Each	X100	
4	Polymer Maintenance Solution ((S.A.B.S/SANS)25LT	Each	X100	
5	Polymer Maintenance & Cleaning Solution ) -5 LT	Each	X100	
6	Polymer Maintenance & Cleaning Solution- 25LT	Each	X100	
7	Liquid wax emulsion polish foe asphalt and linoleum tiled floors	Each	X100	
8	Liquid wax emulsion polish foe asphalt and linoleum tiled floors	Each	X100	
9	Liquid wax emulsion polish with solvent for wooden floor and furniture (S.A.B.S/SANS)-)5 LT	Each	X100	
10	Liquid wax emulsion polish with solvent for wooden floor and furniture-25LT (S.A.B.S/SANS)	Each	X100	
11	Wax paste polish for floors and stoep light, white Lavender-)5 LT	Each	X100	
12	Wax paste polish for floors and stoep light, white Lavender-25LT	Each	X100	
13	Wax paste polish for floors and stoep Red, black, green, brown-)5 LT	Each	X100	
14	Wax paste polish for floors and stoep Red, black, green brown-25LT	Each	X100	
15	Heavy duty ammoniated floor- )-5 LT stripper and cleaner (S.A.B.S/SANS)	Each	X100	

16	Heavy duty ammoniated floor stripper and cleaner-25LT (S.A.B.S/SANS)	Each	X100	
17	Neutral solvent paste for furniture (S.A.B.S/SANS)-1LT	Each	X100	
18	Neutral solvent paste for furniture (S.A.B.S/SANS)-)-5 LT	Each	X100	
19	Liquid furniture polish solvent (S.A.B.S/SANS)-750ML	Each	X100	
20	Liquid furniture polish solvent (S.A.B.S/SANS)-300ML	Each	X100	
21	Liquid furniture polish solvent (S.A.B.S/SANS)-)-5 LT	Each	X100	
22	Liquid furniture polish for unsealed floors and wooden furniture)-500ML (S.A.B.S/SANS)	Each	X100	
23	Liquid furniture polish for unsealed floors and wooden furniture)-5 LT (S.A.B.S/SANS)	Each	X100	
24	Bleach 5% sodium hypo chloride solution)-5 LT (S.A.B.S/SANS)	Each	X100	
25	Bleach 5% sodium hypo chloride solution-25LT S.A.B.S/SANS	Each	X100	
26	Bleach 2% sodium hypo chloride solution- )-5 LT S.A.B.S/SANS	Each	X100	
27	Bleach 2% sodium hypo chloride solution-25LT S.A.B.S/SANS	Each	X100	
28	Bleaching Powder-5KG S.A.B.S/SANS	Each	X100	
29	Bleaching Powder-2KG S.A.B.S/SANS	Each	X100	
30	Blood Stain Remover-5LT S.A.B.S/SANS	Each	X100	
31	Blood Stain Remover S.A.B.S/SANS - 2LT	Each	X100	
32	Fabric Softner-5LT S.A.B.S/SANS	Each	X100	
33	Fabric Softner-2LT	Each	X100	
34	Hi-foam soap non automatic machine and washing-5KG S.A.B.S/SANS S(Hand Washing powder)	Each	X100	

35	Hi-foam soap non automatic-2KG machine and washing S.A.B.S / NON S.A.B.S(Hand Washing Powder)	Each	X100	
36	Low- foam washing powder automatic machine-5KG S.A.B.S/SANS	Each	X100	
37	Low- foam washing powder automatic machine-2KG S.A.B.S/SANS	Each	X100	
38	Luxury Liquid toilet hand soap S.A.B.S/SANS -5LT	Each	X100	
39	Luxury Liquid toilet hand soap S.A.B.S/SANS S-2LT	Each	X100	
40	Anti-Bacterial Liquid hand soap hand Cleaner-5LT S.A.B.S/SANS	Each	X100	
41	Anti-Bacterial Liquid hand soap hand Cleaner-2LT S.A.B.S/SANS	Each	X100	
42	Toilet hand soap tablets-72X125 grams	Pack	X100	
43	Toilet hand soap tablets-144x72 grams	Pack	X100	
44	Multi-purpose solvent detergent cleaner-5LT S.A.B.S/SANS	Each	X100	
45	Multi-purpose solvent detergent cleaner-2LT S.A.B.S/SANS	Each	X100	
46	All purpose neutral liquid detergent-5LT S.A.B.S/SANS	Each	X100	
47	All purpose neutral liquid detergent-2LT S.A.B.S/SANS	Each	X100	
48	General all-purpose detergent cleaner-1.5KG S.A.B.S/SANS	Each	X100	
49	General all-purpose detergent cleaner-2KG S.A.B.S/SANS	Each	X100	
50	Liquid Window Cleaner-5LT S.A.B.S/SANS	Each	X100	
51	Liquid Window Cleaner-2LT S.A.B.S/SANS	Each	X100	
52	Liquid foam shampoo-5LT S.A.B.S/SANS	Each	X100	
53	Liquid foam shampoo-2LT S.A.B.S/SANS	Each	X100	

54	Hard Surface ammonia cream-5LT cleaner S.A.B.S/SANS	Each	X100	
55	Hard Surface ammonia cream-750ML cleaner S.A.B.S/SANS	Each	X100	
56	Hard Surface ammonia cream cleaner-2LT S.A.B.S/SANS	Each	X100	
57	Scouring Powder-5KG S.A.B.S/SANS	Each	X100	
58	Scouring Powder-2KG S.A.B.S/SANS	Each	X100	
59	Scouring Paste-1KG S.A.B.S/SANS	Each	X100	
60	Scouring Paste -5KG S.A.B.S/SANS	Each	X100	
61	Dishwashing Liquid-750ML S.A.B.S/SANS	Each	X100	
62	Dishwashing Liquid-5LT S.A.B.S/SANS	Each	X100	
63	Super-enzyme activator liquid for pit latrines and septic tanks-500ML S.A.B.S/SANS	Each	X100	
64	Super-enzyme activator liquid for pit latrines and septic tanks-5LT S.A.B.S/SANS	Each	X100	
65	Acid based urinal and toilet bowl cleaner-2LT S.A.B.S/SANS	Each	X100	
66	Acid based urinal and toilet bowl cleaner -5LT S.A.B.S/SANS	Each	X100	
67	Acidic purpose cleaner for toilets and bathrooms -2LT S.A.B.S/SANS	Each	X100	
68	Acidic purpose cleaner for toilets and bathrooms-5LT S.A.B.S/SANS	Each	X100	
69	QAC detergent- disinfectant S.A.B.S/SANS -5LT	Each	X100	
70	QAC detergent- disinfectant S.A.B.S/SANS -2LT	Each	X100	
71	QAC pine disinfectant S.A.B.S/SANS 5LT	Each	X100	
72	QAC pine disinfectant S.A.B.S/SANS 2LT	Each	X100	

73	Black disinfectant-5LT S.A.B.S/SANS	Each	X100	
74	Black disinfectant-2LT S.A.B.S/SANS	Each	X100	
75	Deodorant Blocks-5KG S.A.B.S/SANS	Each	X100	
76	Deodorant Blocks -10KG S.A.B.S/SANS	Each	X100	
77	Naphthalene marbles-5KG S.A.B.S/SANS	Each	X100	
78	Naphthalene marbles -2KG S.A.B.S/SANS	Each	X100	
79	Pine gel cleaner disinfectant-2LT S.A.B.S/SANS	Each	X100	
80	Pine gel cleaner disinfectant-5LT S.A.B.S/SANS	Each	X100	
81	Liquid Air Freshner-2LT S.A.B.S/SANS	Each	X100	
82	Liquid Air Freshner-5LT S.A.B.S/SANS	Each	X100	
83	Air Fresh Spray 275 ML	Each	X100	
84	Liquid Air Freshner-180ML S.A.B.S/SANS	Each	X100	
85	Liquid Detergent and Wax Combination-5LT S.A.B.S/SANS	Each	X100	
86	Liquid Detergent and Wax Combination-2LT S.A.B.S/SANS	Each	X100	
87	Car Shampoo-5LT S.A.B.S/SANS	Each	X100	
88	Car Shampoo -2LT S.A.B.S/SANS	Each	X100	
89	Dust safety musk FFP1	BOX OF 20	X100	
90	Solvent water emulsifier detergent-5LT S.A.B.S/SANS	Each	X100	
91	Solvent water emulsifier detergent-2LT S.A.B.S/SANS	Each	X100	

92	Tar remover-5LT S.A.B.S/SANS	Each	X100	
93	Tar remover -25LT S.A.B.S/SANS	Each	X100	
94	Liquid Wax Car Polish-5LT S.A.B.S/SANS	Each	X100	
95	Liquid Wax Car Polish-2LT S.A.B.S/SANS	Each	X100	
96	Silicone dash board cleaner 5LT S.A.B.S/SANS	Each	X100	
97	Silicone dash board cleaner 2LT S.A.B.S/SANS	Each	X100	
98	Stove and Oven Cleaners 5LT S.A.B.S/SANS	Each	X100	
99	Stove and Oven Cleaners S.A.B.S/SANS -750ML	Each	X100	
100	Acid Liquid drain cleaner-5LT S.A.B.S/SANS	Each	X100	
101	Acid Liquid drain cleaner-25LT S.A.B.S/SANS	Each	X100	
102	Alkaline Liquid drain cleaner-5LT S.A.B.S/SANS	Each	X100	
103	Alkaline Liquid drain cleaner-25LT S.A.B.S/SANS	Each	X100	
104	Spirit of Salt 5Litre	Each	X100	
105	Spirit of Salt 1 Litre	Each	X100	
106	Brick and tile Cleaner-5LT S.A.B.S/SANS	Each	X100	
107	Brick and tile Cleaner-2LT S.A.B.S/SANS	Each	X100	
108	Concrete floor cleaner-5LT S.A.B.S/SANS	Each	X100	
109	Concrete floor cleaner-25LT S.A.B.S/SANS	Each	X100	
110	Plastic Slippery Sign	Each	X100	

111	Steam Cleaning liquid for high pressure bars-5LT S.A.B.S/SANS	Each	X100	
112	Steam Cleaning liquid for high pressure bars-25LT S.A.B.S/SANS	Each	X100	
113	Carbolic soap bars-48X500gramms S.A.B.S/SANS	Pack	X100	
114	Carbolic soap bars- 4x1KG S.A.B.S/SANS	Each	X100	
115	Green Soap bars- 45x500 graams S.A.B.S/SANS	Each	X100	
116	Tea and coffee stain remover S.A.B.S/SANS -5LT	Each	X100	
117	De- scaler for urns and kettles S.A.B.S/SANS -350ML	Each	X100	
118	De- scaler for urns and kettles S.A.B.S/SANS - 100ML	Each	X100	
119	Flying and crawling insect killer Spray- 300 ML	Each	X100	
120	Flying and crawling killer Spray 750ML SABS/SANS	Each	X100	
121	G.B 10 Carpet broom complete with plastic coated wood handle and metal grip	Each	X100	
122	Soft broom flagged with PVC stock wing nut	Each	X100	
123	460mm platform broom-black fibre complete with handle and metal grip	Each	X100	
124	610mm platform broom-brown synthetic fibre complete with handle and metal grip	Each	X100	
125	460mm platform broom-brown synthetic fibre complete with handle and metal grip	Each	X100	
126	Grass/leaves broom complete with handle Bass Broom	Each	X100	
127	GS 157 gutter broom 305mm white (1x2mm) complete handle and metal grip	Each	X100	
129	Dustpan set hand brush complete with dustpan	Each	X100	
130	Builders hand scrubbing shape	Each	X100	

131	Chubby shape PVC brush	Each	X100	
132	Steel Brush	Each	X100	
133	Toilet Brush set complete	Each	X100	
134	Deck scrub complete	Each	X100	
135	Flick duster complete with two stag 10m metal extension pole	Each	X100	
136	Duster flick adjustable 500G	Each	X100	
137	Refuse bag heavy duty 950x 750 in 20's	Pack	X100	
138	Gloves Latex(Small/Medium/Large/Extra Large)	Box of 100	X100	
139	Gloves Household(Short)	Pair	X100	
140	Gloves Household(Long)	Pair	X100	
141	Steam Wap- 25 LT	Each	X100	
143	Cotton Waste 25KG	Each	X100	
144	Mutton Cloth 500G	Each	X100	
145	Hand Cleaner paste 500G	Each	X100	
146	Kim wipe 200x150m roll	Each	X100	
147	Toilet paper Roll two ply 350 Sheet	Pack of 48's	X100	
148	Polish metal 500ML	Each	X100	
149	Polish metal 250ML	Each	X100	
150	Spirit 750ML(Methylated Spirit)	Each	X100	

151	Steel wool 500g	Each	X100	
152	Port Scourer wool light duty 500g	Each	X100	
153	Port Scourer wool heavy duty 500g	Each	X100	
154	Dish washing Cloth 30 x 65 cm	Each	X100	
155	Dish washing Cloth 30 x 30 cm	Each	X100	
156	Feather dust (Long)	Each	X100	
157	Feather dust (Short)	Each	X100	
158	Germatol 5L	Each	X100	
159	Mop standard with movable bucket	Each	X100	
160	Round mop complete with screw in metal handle 400g	Each	X100	
161	Movable bucket Galvanised 36L	Each	X100	
162	Mop Movable bucket Galvanised	Each	X100	
163	Engine Cleaner Water Base 5L	Each	X100	
164	Engine Cleaner Water Base 25L	Each	X100	
165	Empty spray bottles 250/300 ML	Each	X100	
166	Movable bucket Plastic 36 L	Each	X100	
167	Mop Movable bucket Plastic 36 L	Each	X100	
168	Poly corn broom	Each	X100	
169	Ammoniated floor stripper 5L	Each	X100	
170	Lobby Mop Complete 60 cm	Each	X100	
171	Mop Gear press wood handle complete	Each	X100	
172	Fan Mop head only	Each	X100	
173	String mop long hair complete	Each	X100	

174	Multi insect Powder 100g	Each	X100	
175	Multi insect Powder 500g	Each	X100	
	<b>SUB TOTAL</b>			
	<b>VAT</b>			
	<b>TOTAL</b>			

**N.B SUPPLIERS WHO ARE VAT REGISTERED WITH SARS WILL CHARGE VAT ON THE INVOICE IF THEY ARE APPOINTED TO RENDER THE SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS ROADS AND TRANSPORT.**



TAX CLEARANCE

TCC 001

**Application for a Tax Clearance  
Certificate**

**Purpose**

Select the applicable option  Tenders  Good standing

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

**Particulars of applicant**

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

Trading name  
(if applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no **7**

VAT registration no **4**

SDL ref no **L**

Customs code

UIF ref no **U**

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address

**Particulars of tender (If applicable)**Tender number Estimated Tender amount R Expected duration  year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

**Audit**

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

**Appointment of representative/agent (Power of Attorney)**

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

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

 Signature of representative/agent

 Date

Name of representative/  
agent

**Declaration**

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

 Signature of applicant/Public Officer

 Date

Name of applicant/  
Public Officer

**Notes:**

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

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

## **BIDDER'S DISCLOSURE**

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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.

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

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

**SBD4**

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

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

**SBD4**

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN  
PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

**Signature**

Date

### Position

**Name of bidder**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

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

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

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

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
  
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
HDI		10		
Youth		4		
Women		4		
Disabled persons		2		

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

**4.5. TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One-person business/sole property

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

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

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

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

### **1. General Conditions**

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

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

Where

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.**

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

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

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

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

*(Tick applicable box)*

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

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

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

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

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

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

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

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

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

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

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

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

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

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

**6. Patent rights**

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

<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> <li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li> <li>(b) the purchaser shall pay the supplier any monies due the supplier.</li> </ul>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> <li>(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</li> </ul>

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

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

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

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

Js General Conditions of Contract (revised July 2010)