

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HEALTH

BID NUMBER: HEAL/246/21/MP

**APPOINTMENT OF SERVICE PROVIDER (S)
FOR THE SUPPLY AND DELIVERY OF LAUNDRY
CHEMICALS FOR MPUMALANGA DEPARTMENT
OF HEALTH FOR A PERIOD OF THREE (3)
YEARS**

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

NAME OF BIDDER:

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

(Also in words):

.....

PART A INVITATION TO BID

| | | | | | |
|--|--|--|--|---|---------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH | | | | | |
| BID NUMBER: | HEAL/246/21/MP | CLOSING DATE: | 06 DECEMBER 2021 | CLOSING TIME: | 12H00 |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDER (S) FOR THE SUPPLY AND DELIVERY OF LAUNDRY CHEMICALS FOR MPUMALANGA DEPARTMENT OF HEALTH FOR A PERIOD OF THREE (3) YEARS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini. | | | | | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| | | | | | |
| | | TCS PIN: | | OR | CSD No: |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | | <input type="checkbox"/> Yes | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | |
| | | <input type="checkbox"/> No | | <input type="checkbox"/> Yes | |
| | | | | <input type="checkbox"/> No | |
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? | | | | | |
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | | <input type="checkbox"/> | | | |
| | | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) | | | |
| | | <input type="checkbox"/> | | | |
| | | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) | | | |
| | | <input type="checkbox"/> | | | |
| | | A REGISTERED AUDITOR | | | |
| | | NAME: | | | |
| [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 PART B:3 BELOW] | |
| SIGNATURE OF BIDDER | | | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT/ PUBLIC ENTITY | HEALTH | | CONTACT PERSON | Mr G CHILOANE | |
| CONTACT PERSON | Mr VS MANZINI | | TELEPHONE NUMBER | 013 766 3536 | |
| TELEPHONE NUMBER | 013 766 3515 | | FACSIMILE NUMBER | | |
| CELL. NUMBER | | | E-MAIL ADDRESS | goodmac@mpuhealth.gov.za | |
| FACSIMILE NUMBER | | | | | |
| E-MAIL ADDRESS | Vincentma@mpuhealth.gov.za | | | | |

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 ONLINE | |
| 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. | |
| 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. | |
| 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. | |
| 1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID | |
| 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | |
| 2.3 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. | |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. | |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. | |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



health

**MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA**

**SPECIFICATION FOR CLEANING
CHEMICALS FOR THE MPUMALANGA
DEPARTMENT OF HEALTH (MPDOH)**

1. DEFINITIONS

“All applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

“B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

“B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

“Bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

“Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

“Comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

“Consortium or joint venture” 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 contract;

“Contract” means the agreement that results from the acceptance of a bid by an organ of state;

“EME” means any enterprise with an annual total revenue of R5 million or less;

“Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

“Functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder

“Non-firm prices” means all prices other than “firm” prices;

“Person” includes a juristic person;

“Rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

“Sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract

“Total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

“Trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

“Trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2. INTRODUCTION

The vision of Mpumalanga Department of Health (MPDoH) is to provide value-based procurement services at Provincial and at local site that will supply support in promoting equal access to clean and reliable facilities for provision of quality patient care for a period of three (03) years

3. BACKGROUND

The provision of health care services follows the specified legislative requirements, policies and procedures that needs to be adhered:

- The Constitution of South Africa as Amended (Act No. 108 of 1996), Chapter 2, Section 27;
- National Health Act , No. 61 of 2003;
- Environmental Regulations for the Workplace;
- National Infection and Prevention Control Policy;
- 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;
- Environmental Act;

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

National standards

The product/s offered must comply with all laws and regulations as amended that are applicable to the supply contract. In this regard, special reference is made to the following acts and standards, which do not constitute an exhaustive list:

- SABS 296:1993: Sodium Hypochlorite Solutions;
- SABS 1828: 2000: Cleaning Chemicals for use in the Food Industry;
- SANS 9001:2008: Quality management systems – Requirements;
- SANS 10228: The identification and classification of dangerous goods for transport;
- SANS 10229-1: Transport of dangerous goods – Packaging for road and rail transport;
- SANS 11014-1/ISO 11014-1 (SABS ISO 11014-1), Safety data sheet for chemical products;
- Foodstuff, Cosmetic and Disinfectant Act (Act of 54 of 1972); and

Country of Origin

All products supplied shall be made in South Africa. The product raw material shall also adhere to this requirement. Foreign products shall only be acceptable if it is proven without doubt that, the product cannot be sourced within the country.

4. OBJECTIVE

Cleaning chemical are identified as strategic category for MPDoH. The primary function is to disinfect and clean hospital facilities

Chemicals for cleaning are identified as a strategic category for the MPDoH. The primary function is to disinfect and clean the health environment.

The vendors are to ensure that products supplied shall be of good quality as indicated in this specification. The vendors must ensure that they have a capacity and capability to supply products and quantities as indicated in the specification. The vendors shall ensure that product supplied complies with all the relevant South African legislation. The MPDoH and the relevant end users expect a product of the obligatory quality delivered in all instances in line with the defined requirements stated in this specification.

5. SCOPE OF WORK

The services required for this tender includes the supply and delivery of the cleaning chemicals. The scope of work shall include the following:

- MPDoH wants to appoint supplier shall adhere to the requirements set out in price schedule concerning:
 - i. Chemical composition
 - ii. Containers for required chemicals
 - iii. Proper labelling (including supplier's name)
 - iv. Any National Standards Required
 - v. User manual instructions
- 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 according to legal requirements as well as Health and Safety requirements.
- Any deviation from this specification must be timeously communicated to the MPDoH so that alternative arrangement can be made to resolve such deviation.
- The deviation also includes but is not limited to requirements such as colour, viscosity and pH levels.
- A Material Safety Data Sheet is a standard requirement and must accompany the first delivery of any chemical substance. The MPDoH may however also request such documentation at any given time.
- The MPDoH shall also perform random tests on chemicals supplied to verify that they conform to specification requirements.
- Expiry dates on chemicals must be indicated boldly on the containers they are delivered in.

Cleaning Chemicals Supply General Instructions

The supplier shall:

- 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.
- Clearly mark all drums containing detergents.

- Ensure that all the detergents should be non-volatile and stable on storage for at least 3 months.
- Communicate and advise on the recommended dilution.
- Cleaning detergent should be free of fragrance and dyes, which may irritate sensitive skin.
- The detergents shall not lump / solidify into hard lumps or cause corrosion to the cleaning equipment.

Mortuary Chemicals Supply General Instructions

The vendor shall:

- Supply of SABS certified / complaint 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.
- Provide chemicals with the applicable (MSDS) material safety data sheet 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.

Food Service Units Cleaning Chemicals General Instructions

The supplier shall ensure that:

- Supply of SABS certified / compliant cleaning detergents and certified materials to fulfil 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 detergents must provide sufficient evidence to establish the safety of all raw materials used in the formulation of these products shall provide to a certification body, or to the customer, as required. The evidence should prove that the raw materials are free from contaminants or trace components in quantities that could prove harmful to human beings or leave toxic 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:

- i. Certification by a recognized authority;
 - ii. Material safety data sheets in accordance with SABS ISO 11014-1;
 - iii. Certificates of analysis; and
 - iv. any other relevant information
- The products must be packed as to ensure their safe and secure transportation and handling. The packaging of disinfectants and detergent-disinfectants that are classified as dangerous goods in terms of SABS 0228 shall comply with the relevant provisions of SABS 0229.
 - The labels of disinfectants and detergent-disinfectants classified as dangerous goods in terms of SABS 0228 shall contain the United Nations' number and proper shipping name and shall comply with the relevant provisions of SABS 0229.
 - 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:
 - i. An indication that the product is a detergent-disinfectant, and its type
 - ii. An indication of the purpose for which the product is suitable
 - iii. An indication that the product is suitable for use in food processing facilities
 - iv. Recommendations for the use of the product, including, where relevant, the various dilutions at which it will be effective
 - v. Hazard warnings, where relevant
 - vi. When so authorized by the relevant authority, certification marks that indicate compliance with the above standards and with other relevant standards
 - vii. Where relevant, the expiry date of the product
 - viii. The manufacturer's name or trademark, or both
 - ix. The batch identification
 - x. Whether the product is required to be rinsed from food contact surfaces after use; and

- xi. Appropriate instructions for the storage of the product, including a warning to store away from foodstuffs.

Sampling and compliance with the standard.

Samples shall be tested according to clause 6 of SANS 1044:2012 Standard which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder. 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.

Packing and marking

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.

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):

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

Alkaline detergent

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

Industrial Softeners

- 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

Industrial Liquid bleach

- 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

Specification Requirements for Sodium Hypochlorite

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

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

NOTE: The unit "% (m/v)" used in this standard 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.

Sodium Hypochlorite Solution for Industrial Use

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

Sodium Hypochlorite Solution for Domestic Use

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 clear if any salts that have crystalized from the solution dissolve completely when the solution is mixed with twice its volume of distilled water.

Packing and Marking Packing

Sodium hypochlorite solutions shall (except when delivered in tankers) be packed in containers that comply with the relevant requirements of SABS SANS 10228 and SANS 10229. Only solution from the same batch shall be packed in the same container and, when relevant, in the same pack. Each container (other than a tanker) shall bear the following information in prominent, legible and indelible marking:

- The manufacturer's name or trademark or both;
- The words "SODIUM HYPOCHLORITE/NATRIUMHIPOCHLORIET";
- The nominal available chlorine content;
- The batch identification (which may be given in code);
- The net volume of the contents;
- 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:
 - The instructions for use;
 - 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.
 - Any additional information required in terms of the regulations promulgated under the Foodstuffs, 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.

Inspection and Methods of Test

Samples shall be tested according to clause 6 of SABS 296:1993: Sodium Hypochlorite Solutions standard, which is attainable from the South African Bureau of Standards offices.

Attaining of such standards will be for the account of the bidder. A test report not older than 6 months that proves that offered products complies with the requirement of the standard may be requested by the department from the bidder at any given time for contractual purposes.

Safety, Health and Environmental Requirements

- The organisation shall establish and maintain a safety, health and environment management system to comply with legal and other requirements to which the organisation subscribes.
- An Occupational Safety, Health and Environmental Policy, must be documented and signed by executive management, stating the company's commitment to improving the organisations safety, health and environmental performance.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- The organisation shall establish and maintain procedures for defining responsibility and authority for the following:
 - i. Accidents
 - ii. Incidents

- iii. Non-conformance
 - iv. Acting on non-conformance to mitigate any consequences arising from such accidents and incidents
 - v. Initiation and completion of corrective and preventative actions
 - vi. Confirm the effectiveness of such corrective and preventative action
- 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.

Subscription to legal requirements

When supplying HCS, the organisation shall ensure that a MSDS (Material Safety Data Sheet) is supplied to the customer free of charge. Information on this sheet shall include:

- i. Product and company identification.
- ii. Composition/information on ingredients.
- iii. Hazards identification.
- iv. First-aid measures.
- v. Fire-fighting measures.
- vi. Accidental release measures.
- vii. Handling and storage.
- viii. Exposure control/personal protection.
- ix. Physical and chemical properties.
- x. Stability and reactivity.
- xi. Toxicological information.
- xii. Ecological information.
- xiii. Disposal consideration.
- xiv. Transport information
- xv. Regulatory information.
- xvi. Other information.

Control of exposure to HCS.

- With regards to labelling, packing, transportation and storage the organisation shall ensure that:

- i. The HCS in storage or distributed are properly identified, classified and handled in accordance with SABS 072 and SABS 0228.
- ii. A container or a vehicle in which an HCS is transported on is clearly identified, classified and packed in accordance with SABS 0228 and SABS 0229.
- iii. Any container, into which HCS is decanted, is clearly labelled with regards to the content thereof.
- iv. All HCS shall be disposed of in a manner that is not detrimental to the environment or other interested parties. The process shall be controlled as stipulated in Clause 15 of the Health and Safety Act of 1993.

Banned and Restricted Substances in the Republic of South Africa

The following substances shall not be delivered or used in manufacturing of the laundry and cleaning chemicals;

- Aldrin (HHDN Withdrawn in 1992)
- Arsenic, All uses of any inorganic arsenic containing compound on plant material (except on 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 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.
- 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.

SECTION B – BIDDING PROCESS IN TERMS OF PPPFA

6. Preferential points in terms of PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2017, responsive bids shall be evaluated and adjudicated by the Mpumalanga Department of Health on the 80/20 preference point system in terms of which points are awarded to bidder(s) on the basis of:

Point allocation for functionality:

| | |
|---------------|-----|
| Functionality | 100 |
|---------------|-----|

Point allocation for price and equity ownership:

| | |
|------------------------------------|----|
| Price | 80 |
| B-BBEE Status level of Contributor | 20 |

A maximum of (20) points shall be awarded to a bidder/s in respect of Broad-based Black Economic Empowerment (BBBEE) contribution contemplated in sub-regulation (2) must be added to the points scored for price as calculated in accordance with sub-regulation (1).

Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.

Subject to sub-regulation (3) points must be awarded to a tenderer for attaining their

BBBEE status level of contributor in accordance with the table below:

| B-BBEE Status level of Contributor | Number of points |
|---|-------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |

| | |
|---------------------------|----|
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-compliant contributor | 0 |

Failure on the part of a bidder to fill in and/or to sign the SBD 6.1 form and submit a BBBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS) and sworn affidavit together with the bid, will be interpreted to mean that preference points for BBBEE status level of contribution are not claimed.

7. Returnable Documents

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

| NO | COMPULSORY RETURNABLE DOCUMENTS | ATTACHED YES / NO |
|----|--|-------------------|
| 1 | SBD 1 - Invitation to bid. | |
| 2 | SBD 4 - Declaration of interest. | |
| 3 | SBD 6.1 - Preference points claim form in terms of the Preferential Procurement Regulations 2017. | |
| 4 | SBD 6.2 - Declaration certificate for local production and content for designated sectors. | |
| 5 | SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices. | |
| 6 | SBD 9 - Certificate of Independent Bid Determination. | |
| 7 | Central Supplier Database (CSD) report | |
| 8 | A Letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 must be attached. The certificate must be valid by closing date of the bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification. The date on the certified copy must not be older than one (1) month as at the closing date of the bid. | |

| | | |
|----|---|--|
| 9 | Annexure C - Local Content Declaration - Summary Schedule | |
| 10 | Valid UIF compliance certificate issued by the Department of Labour. The certificate must be valid as at the closing date of the bid. | |
| 11 | A copy of SABS 1828: 2000: Cleaning Chemicals for use in the Food Industry certificate. | |
| 12 | A copy of SANS 1853: 2020: Disinfectants, detergent-disinfectants and antiseptics for use in the food industry certificate. | |
| 13 | Letter of approval by Executing Authority to do business if the entity has member / members who is / are a Government employee. | |
| 14 | If the bidder is in a joint venture / consortium / partnership, a certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid. | |
| 15 | Familiarize yourself and Initial every page of the General Condition of Contract. | |

N.B. BIDDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS ABOVE WILL BE DISQUALIFIED

| NR | SUPPORTING BIDDING DOCUMENTS | ATTACHED YES / NO |
|----|--|-------------------|
| 1 | Original or certified copy of B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS)., or sworn affidavit indicating the level of preferential points to be claimed as contemplated on the amended Code of good practice of the B-BBEE certification sworn affidavit only applies to Exempted Micro Enterprise (EME). Bidders in a joint venture, partnership consortium must attach consolidated original or originally certified copy of the B-BBEE certificate or sworn affidavit if EME. | |
| 2 | Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is an EME or QSE. | |
| 3 | Proof of experience in similar work done (appointment letters or purchase order) this must be further substantiated with a contactable reference list. | |

| | | |
|---|---|--|
| 4 | Proof of availability of appropriate vehicle. Certified copies of vehicle registration certificate must be attached. If the vehicle does not belong to the company of one of its directors, a letter of intent to enter a vehicle-leasing contract should be attached. The date on certificate copies must not be older than one (1) month as at the closing date of the bid. | |
| 5 | An originally stamped letter of good standing indication the rating of the account from a bank registered in terms of the Bank Act (Act No.94 of 1990 as amended). The date on the letter must not be older than one (1) month as at the closing date of the bid. | |

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS MAY NOT BE AWARDED POINTS IN THE EVALUATION PROCESS.

8. EVALUATION METHODOLOGY

a. General

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) as follows:

- (i) Pre-qualification, Phase 1;
- (ii) Functionality (100), Phase 2, and
- (iii) Evaluation in terms of the 80/20 preferential point system Phase 3.

b. Evaluation Phases

i. Phase 1 - Pre-Qualification

Only bidders meeting the following pre-qualification criteria's are eligible to bid:

- a) A tender having a stipulated minimum B-BBEE status level 1 and
- b) An EME or QSE

ii. Phase 2 - Functionality

The BEC members shall individually evaluate the responses received and presentations made against the following criteria:

| Criteria For Functionality | Points |
|--|--------|
| <p>Quality control and assurance</p> <p>1. Bidder should have a detailed quality control programme to ensure good manufacturing practices. Provide prove of certificate or report</p> <ul style="list-style-type: none"> • No information provided 0 • Recording keeping (identification and traceability system on incoming and outgoing stock, certificate of compliance, lab inspection report, packaging and labelling and hygiene assessment services 10 • Continuous employee training ensuring effective performance of ditties and responsibility including good personal hygiene practice. 15 • Relevant product and system certificate and compliance with SABS and SANS. 15 <p>• Verification on received products</p> | 40 |
| <p>Relevant experience in supply and delivery of Cleaning Chemicals</p> <p>Proof of similar work done by the organization should be attached (purchase order)</p> <ul style="list-style-type: none"> • 1 year or less = 10 • 1 year – 2 years = 15 • 2 years -4 years = 20 • 5 years – and above = 30 | 30 |
| <p>Transportation</p> <p>-Own transport of Pick-up or Truck</p> <p>-Proof of availability of appropriate vehicles to enable delivery of cleaning chemicals to health care establishments (hospitals and PHC). Certified copies of vehicle registration certificates should be attached.</p> <p>- If the vehicles do not belong to the company or one of its directors, a letter of intent to enter into a vehicle leasing contract should be attached, Certified copies of vehicle registration certificates of the vehicles to be leased must be attached.</p> <ul style="list-style-type: none"> • At least 3 pick-ups = 5 • 4 and more pick-ups = 7 • 4 pick-ups and Truck =10 | 10 |
| <p>Financial capacity</p> <p>Letter of good standing with ratings from a registered financial institution</p> | 20 |

| | |
|--|------------|
| <ul style="list-style-type: none"> • A = 20 • B = 16 • C = 12 • D = 8 • E = 4 | |
| Total | 100 |

All bidders who scored the **minimum threshold of 70 points or above** shall advance to Phase 3 of the bidding process. Bids/proposals that do not score the specified minimum points for functionality shall be disqualified and not be considered further.

iii. Phase 3 – Evaluation in terms of the 80/20 preferential point systems
Only the qualifying bids shall be evaluated further in terms of the 90/10 preference points system where **80 points will be used for price only and 20 points BBBEE level of contributor.**

The final points to choose the preferred bidder shall be calculated as follows:

$$P_s = 80 \left[\frac{1 - \frac{P_t - P_{\min}}{P_{\min}}}{P_{\min}} \right]$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration and

P_{\min} = Comparative price of lowest acceptable tender or offer

9. SPECIAL CONDITIONS OF CONTRACT




- Preference will be given to South African manufactured products
- Official orders will be placed during the course of the contract period, as and when required.
- Tender prices are to **INCLUDE DELIVERY COST TO THE RELEVANT FACILITIES AND/OR ANY OTHER NOMINATED DESTINATION.** The bid price of items must include all delivery costs. Value Added Tax (VAT) is to be **INCLUDED** in the tender price, only if the bidder is vat registered.
- Unless the goods bear the SABS mark of quality, successful tenders will be compelled to submit inspection certificates issued by the SABS with each consignment, before such goods could be accepted and invoices paid.
- Prices must be fixed for each of the three years (duration of the contract). Note that **NO** requests for **price escalations** will be considered.
- Delivery** after receipt of an official order shall be **strictly within 2 weeks.**





- g. Payment will be effected only after receipt of a detailed invoice and a signed delivery note to the nominated destination has been received.
- h. Prospective bidders must bid on **ALL ITEMS** on the Pricing schedule.
- i. The bidder/s shall indemnify the department herewith from any claim from a third party and all cost or legal expenses in regard to such a claim for loss or damage resulting from the death, injuries or ailment of any person, or the damage of property of the bidder(s) or any other person that may result from or be related to the execution of this contract.
- j. The Mpumalanga Department of Health reserves the right to appoint or not to appoint service provider(s).
- k. The Mpumalanga Department of Health reserves the right to suspend or / terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- l. The Mpumalanga Department of Health reserves the right to request further information from the bidder/s anytime;
- m. The Mpumalanga Department of Health reserves the right to verify information and documentation of the bidder/s;
- n. The Mpumalanga Department of Health reserves the right to make sure that the bidder(s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the Mpumalanga Department of Health prior to the awarding of the contract;
- o. The Mpumalanga Department of Health reserves the right to inspect the operation or any part thereof during the evaluation phase of the Bid;
- p. The Mpumalanga Department of Health reserves the right to invite short listed bidders to make presentations.
- q. The Mpumalanga Department of Health reserves the right to appoint more than one service provider.



Cleaning Chemicals Bill of Quantity










DEPARTMENT OF HEALTH
Republic of South Africa




| Item description | UoM | Item Picture (For Catalogueing Purposes) | Quantity | Price year 1 | price year 2 | price 3 |
|---|-----|---|----------|--------------|--------------|---------|
| 1 Air freshener, deodorant, general purpose, 200ml aerosol can, "Kali-guard", ozonefriendly, ICN: 180083918, DCN: J2450. The quality of the product must meet the latest issue of SANS specification 1597. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 2 Air freshener, spray, 225ml container ozonefriendly, ICN: 180083918, DCN: J2450 The quality of the product must meet the latest issue of SANS specification 1597. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 3 Air freshener, spray, 400ml, can ozonefriendly, ICN: 180083918, DCN: J2450. The quality of the product must meet the latest issue of SANS specification 1597. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |




| | | | | | | | |
|---|---|----|---|--|--|--|--|
| 4 | Air freshener, spray, 750ml, plastic bottle can ozonefriendly, (CN: 180083918, DCN: J2450. The quality of the product must meet the latest issue of SANS specification 1597. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 5 | Bleach, laundry, 750ml, "Jik" (equal or better), is used for removing stains from clothes or anything which has stain on it (SANS CKS 497) The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 6 | Cleaner detergent, type II, 5 L without ammonia, in gel form, without abrasive properties, suitable for the cleaning of stainless steel, aluminum, corrosion resistant metal, ceramic tiles, glass, poly-vinyl chloride and painted surfaces, shall contain no toxic or irritating ingredients in a quantity that is or is deemed to be harmful to the human skin. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 7 | Cleaner detergent, type II, without ammonia, cream form, without abrasives, separation, 1l, container, when stored, in the original and unopened container, under normal conditions, for a period of 12 months, from the date of manufacture, it shall show no sign of separation or precipitation and shall still comply with all the other. The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |




| | | | | | | | |
|---|--|----|---|--|--|--|--|
| 8 | <p>Cleaner detergent, type II, without ammonia, in gel form, without abrasive properties, suitable for the cleaning of stainless steel, aluminum, corrosion resistant metal, ceramic tiles, glass, poly-vinyl chloride and painted surfaces, shall contain no toxic irritating ingredients in a quantity that is or is deemed to be harmful to the human skin and shall not adversely affect the surface on which it is used, pH shall be not less than 9,00 and not more than 12,0, it shall show no signs of precipitation on separation, 5l, container, when stored, in the original and unopened container, shall show no sign of separation or precipitation and shall still comply with all the other relevant requirements of the standard, each container shall bear (in prominent, legible and indelible marking) the following information: the manufacturer's name indicating that the product is not recommended for normal dishwashing, directions for use, SABS 1868. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |
| 9 | <p>Cleaner disinfectant Saf-Blue, clear dark blue liquid, 5 l pH 1,00 - 1,03, TLV Completely non-toxic, viscosity mPa.s 110-220, CAS no. hazardous components, R Phrases R36, chemical family non-ionic and cationic surfactants, soil suspending agents, and an anti-microbial agent, lavender odour, 1,00-1,03g, non-flammable, Saf-Blue, spray, mop, cloth, onto surface and rinse with water, product and be diluted up to 1:5 for cleaning and disinfecting, can be applied by a sprayer, mop, cloth etc. onto surface to be cleaned and allow 5 min contact time with the surface and rinse with water. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. 5l</p> | EA |  | | | | |





| | | | | | | | |
|----|---|-----|---|--|--|--|--|
| 10 | <p>Cleaner disinfectant SAF-TRIO, clear violet liquid, degreaser/cleaner, three in one product for odour masking, cleaning, disinfecting of refuse areas, drains, urinals, ablution areas, mortuaries, etc, pH Conc 6.0 - 8.0, biodegradability 95 percent, TLVppm 200, 95-50-1 orthodichlorobenzene 10 - 30 CL 50 ppm, 71-23-8 Naphthalene <20 TWA 200ppm, STE 250ppm, 91-20-3 Propanol 10 - 20 TWA 200ppm, STEL250ppm, powerful blend of chlorobenzene, non-ionic surfactants, quaternary ammonium compounds, alcohol, naphthalene and perfume, Chlorobenzene, Naphthalene, Cherry perfume, 1,01-1,04g, EEC Classification harmful (Xn) , RSABS 1868 Phrases R20/21/22, R52, do not use on food contact areas, avoid contact with skin, SABS 0265: 1999, SABS 0228: 1995, SABS ISO 11014-1: 1994, M.S.D.S. (Suppliers The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | BOT |  | | | | |
| 11 | <p>Cleaner hand, general purpose anti-microbial, microcidal activity against vegetative forms of pathogenic organism, 500ml, Exempti Gratia: Tetrabac, "Zhermack C800071. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |
| 12 | <p>Cleaner industrial, acidic sanitary cleaner, liquid, reddish, 5l, pH in concentrate at 20 ph in concentrate at 20 degrees celsius 10.0 +/- 0.5, 1.04 g/cm cubed, completely The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |


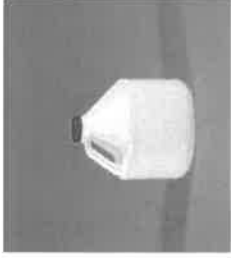

| | | | | | | | |
|----|---|----|---|--|--|--|--|
| 13 | Cleaner industrial, antiwax, industrial and universal cleaner, liquid, transparent, 20,ph in concentrate at 20 degrees celsius 10.0 +/- 0.5, 1.04 g/cm cubed, completely The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 14 | Cleaner industrial, neutral all-purpose cleaner with light citrus fragrance, for cleaning floors, bathtubs, washbasins, tiled walls, plastic & painted surfaces, etc, blue, 5l, pH The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 15 | Cleaner industrial, remat, basic cleaner, for the basic cleaning of water and alkali resistant floor coverings using automatic scrubber-driers, single brush machine or wet mopping equipment, liquid, clear yellowish, 5l, ph in concentrate at 20 degrees celsius 12.0 +/- 0.5, 1.06 g/cm cubed, completely miscible The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 16 | Cleaner industrial, reocid, sanitary all-purpose cleaner, liquid, clear reddish, 20l, ph in concentrate at 20 degrees celsius 4.5 +/- 0.5, 1.01 g/cm cubed, completely miscible The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |




| | | | | | | | |
|----|---|----|---|--|--|--|--|
| 17 | Cleaner industrial, resal, neutral all-purpose cleaner with light citrus fragrance, for cleaning floors, bathtubs, washbasins, tiled walls, plastic & painted surfaces, etc, blue, 20l, pH in concentrate 7.5 ±0.5, 1.01 g/ml gravity at 20°C, pH on dilution 7.0 The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 18 | Cleaner industrial, self-shine dispersion, liquid, milky white, 5l, ph in concentrate at 19 degrees celsius 9.0 +/- 0.5, 1.04 g/cm cubed, completely miscible. Cleaner industrial, polyspray, spray cleaner concentrate, opaque liquid, blue, 5l, ph The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 19 | Cleaner oven and grease remover, type III, liquid that is mixed with a suitable propellant and is dispensed as an aerosol, for the removal of carbon deposits, grease, baked-on fats and other surface contaminants, from industrial and domestic cooking ovens, grills, fryers and other steel kitchen equipment (not intended for use in self-cleaning ovens), cleaner that is applied by brushing or by spraying, by means of mechanically operated pump onto cold or hot surfaces, 5l, container, shall have no detrimental effect on porcelain, enamel, iron, stainless steel or ceramic surfaces when used in accordance with the manufacturer's instructions, each container shall bear, in a prominent, legible & indelible marking, the following information and any additional information required in terms of the current statutory regulations, the requirements of the local transportation authority and the requirements of SABS 601: the manufacturer's name or trademark or both; the words clearly indicating that it is an oven cleaner and grease remover not intended for use in self cleaning ovens, SABS 1255 The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |



| | | | | | | | |
|----|---|----|---|--|--|--|--|
| 20 | <p>Cleaner oven and grease remover, type III, liquid that is mixed with a suitable propellant and is dispensed as an aerosol, for the removal of carbon deposits, grease, baked-on fats and other surface contaminants, from industrial and domestic cooking ovens, grills, fryers and other steel kitchen equipment (not intended for use in self-cleaning ovens), cleaner that is applied by brushing or by spraying, by means of mechanically operated pump onto cold or hot surfaces, shall not have any equipment, 1, container, shall have no detrimental effect on porcelain, enamel, iron, stainless steel or ceramic surfaces when used in accordance with the manufacturer's instructions, each container shall bear, in a prominent, legible & indelible marking, the following information and any additional information required in terms of the current statutory regulations, the requirements of the local transportation authority and the requirements of SABS 601: the manufacturer's name or trademark or both; the words clearly indicating that it is an oven cleaner and grease remover not intended for use in self-cleaning ovens, SABS 1255 The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |
| 21 | <p>Cleaner, spray emulsion containing wax, removes water and solvent soluble soiling and scuff marks, for cleaning and care of treated and untreated floor coverings, light green, 5l, pH in concentrate 9.5, specific gravity: 0.95 g/ml, container The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |
| 22 | <p>Degreaser, sodium salt and a powerful hydrotrope or solubilizer, green transparent liquid appearance, 1.06 - 1.10 g, pH 12.0 - 13.8, NVC percentage m/m 22.0 - 29.0, heavy duty water-based degreaser, highly concentrated 5 L. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |




| | | | | | | | |
|----|---|----|---|--|--|--|--|
| 23 | Degreaser, solvent detergent, medium duty, 1l, SABS 1344 The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 24 | Detergent, soap dish wash, high caustic soda, liquid, container, 5l, for industrial dishwashing, SABS 232 The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 25 | Dishwashing compound, for soft, medium or hard water up to 30 grains hardness, in either powder, granular or crystalline form, for use in mechanical dishwashing machines, it shall be free from strong or objectionable odour either in dry form or in solution, it must dissolve readily in tepid water, large variations in colour or particle size, which are indicative of non-uniformity of composition, 5kg. containers must behave as replaceable and resealable covers or heads, to protect contents from atmospheric conditions after opening, each container shall bear a securely affixed and durable label, clearly marked, with the following information: name of contents, including brand name, if any quantity contained, name and address of the manufacturer, directions for use, American specification 485-38-02 The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |




| | | | | | | | |
|----|--|----|---|--|--|--|--|
| 26 | Disinfectant, based on glutaraldehyde type II, prescribed end-use concentration of the disinfectant is above 0.2 % glutaraldehyde, the prescribed concentration in millilitres per litre and minimum exposure period, the closure shall not consist of cork or any material the container contains, disinfectant can be detrimental to the skin and gloves should be worn, only the containers of the same size and bearing the same batch identification shall be packed together in a bulk container, 5l, the marking required of the regulations promulgated under the Trade Metrology Act and under | EA |  | | | | |
| 27 | Disinfectant, for use in urinals and toilets, quaternary ammonium compound, must have acceptable odour-masking properties and acceptable perfume, suitable for adding by means of automatic dispensers to flush-water of urinals and toilets, 50g. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 28 | Disinfectant, homogeneous liquid, based on glutaraldehyde type 1, prescribed end-use concentration of the disinfectant is above 0.2 % glutaraldehyde, chemical agent that kills all vegetative forms of pathogenic and other microorganisms, it shall kill at least 99% of the following organisms: <i>Pseudomonas</i> (15min), <i>Escherichia coli</i> (5min), <i>Staphylococcus aureus</i> (95min), <i>Aspergillus niger</i> (15min), when stored it shall remain homogeneous and free flowing, 5l, container, the marking required of the regulations promulgated under the Trade Metrology Act and under the foodstuffs. The material safety | EA |  | | | | |
| 29 | Disinfectant, liquid, high boiling tar acid and cresylic creosote which are made from coal tar, 5l plastic bottle, cleaning and disinfecting floors, drains, etc, "Jeyes fluid" (equal or better) The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |






| | | | | | | | |
|----|---|----|--|--|--|--|--|
| 30 | Drain cleaners, dynaclean or equivalent. Bigical multi - purpose drain cleaner 5 litres The quality of the product must meet the latest issue of SANS specifications Must be accompanied by a material safety data sheet. A waterproof label clearly indicating product, provide instructions of dilution or usage The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 31 | General all-purpose liquid soap 5L, An alkaline water based detergent with deodorizer, for general cleaning of all hard surface. This product must be non- volatile, non -irritating to mucus membrane and skin. It must be biodegradable. To be supplied in plastic non-refundable containers. Must comply with SASS/SANS 825, Must be accompanied by a material safety data sheet. It must comply with NRCS. A waterproof label clearly indicating product, safety data and dilution or usage, Packaging: 4 x 5l per box The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 32 | Insecticide 330 ml spray The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |

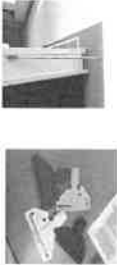





| | | | | | | | |
|----|--|----|---|--|--|--|--|
| 33 | Insecticide, spray, aerosol, for the control of cockroaches, flies, mosquitoes, bedbugs and ants, 300ml, "Doom odourless" equal or better. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 34 | Polish furniture, liquid, non wax, 5l, SABS 256. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 35 | Polish stripper, non-ammoniated, type II, homogeneous aqueous solution, free from visible impurities and precipitated solids, 5l container, packed in containers that prevent leakage and contamination of product and withstand normal handling and transportation, pH range between 12.5 - 13, may be colored, unopened container under the normal conditions stored for 12 months period shall not show signs of separation or precipitation, not contain poisonous ingredients, suitable for use in removal of polymer coatings and wax coating from all types of floor other than unsealed wood and cork floors. container bears manufacturer's name or trade mark both; the type of polish stripper; works indicating that product is caustic; directions for use; batch identification; volume of content's; words to indicate that polish stripper does not contain ethylene glycol mono butyl ether, when relevant, SANS 1224. The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |



| | | | | | | | |
|----|---|----|---|--|--|--|--|
| 36 | <p>Polymer, floor dressing, hard coating, slip-resistant, water-based, light-colored, suitable for use on linoleum, vinyl, vinyl-asbestos, rubber, thermoplastic and sealed flooring, 1l container, free-flowing liquid not discolor colored surfaces, not irritating to the normal skin, vapor not toxic to human beings, dry to uniform non-tacky film, no have/develop during storage an unpleasant odor; show no permanent marking if in contact with water, packed in containers strong enough to withstand normal handling and transportation, container bears manufacturer's name/ trade mark/ both, type of polymer floor dressing, batch identification and net volume and method of stripping, batch identification and net volume of content, SANS 1042 type I The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |
| 37 | <p>Polymer, floor dressing, hard coating, slip-resistant, water-based, light-colored, suitable for use on linoleum, vinyl, vinyl-asbestos, rubber, thermoplastic and sealed flooring, 25l container, free-flowing liquid not discolor colored surfaces, not irritating to the normal skin, vapor not toxic to human beings, dry to uniform non-tacky film, no have/develop during storage an unpleasant odor; show no permanent marking if in contact with water, packed in containers strong enough to withstand normal handling and transportation, container bears manufacturer's name/ trade mark/ both, type of polymer floor dressing, general instructions for use and method of stripping, batch identification and net volume of content, SANS 1042 type I The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | |



| | | | | | | | | | |
|----|--|----|---|--|--|--|--|--|--|
| 38 | <p>Polymer, floor dressing, hard coating, slip-resistant, water-based, light-colored, suitable for use on linoleum, vinyl, asbestos, rubber, thermoplastic and sealed flooring, 5l container, free-flowing liquid not discolor colored surfaces, not irritating to the normal skin, vapor not toxic to human beings, dry to uniform non-tacky film, no have/develop during storage an unpleasant odor; show no permanent marking if in contact with water, packed in containers strong enough to withstand normal handling and transportation, container bears manufacturer's name/ trade mark/ both, type of polymer floor dressing, general instructions for use and method of stripping, batch identification and net volume of content, SANS 1042 type I The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | | | |
| 39 | <p>Rinse aid for in dishwashing machine, 5L containers in accordance with the latest issue of SABS specification 1281, to be used with caustic soda powder The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | | | |
| 40 | <p>Shampoo carpet, medium duty, liquid, scented, 5l bottle, SABS specification 1344 The material safety data sheet (MSDS) and or certificate of analysis (COA) should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage.</p> | EA |  | | | | | | |

| | | | | | | |
|--|----|--|--|--|--|--|
| 41 Soap antibacterial hand 5L The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. • Soap / detergent based product containing esterified fatty acids and sodium or potassium hydroxide. | EA |  | | | | |
| 42 Stripper polish, non-ammoniated, type II, homogeneous aqueous solution, free from visible impurities and precipitated solids, 5l and 25l container, packed in containers that prevent leakage and contamination of product and withstand normal handling and transportation, pH range between 12.5 - 13, may be colored, unopened container under the normal conditions stored for 12 months period shall not show signs of separation or precipitation, not contain poisonous ingredients, suitable for use in removal of polymer coatings and wax coating from all types of floor other than unsealed wood and cork floors, container bears manufacturer's name or trade mark both; the type of polish stripper; works indicating that product is caustic; directions for use; batch identification; volume of content's; words to indicate that polish stripper does not contain ethylene glycol mono butyl ether, when relevant, SANS 1224 The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  | | | | |
| 43 Wax floor, milky, suitable for high and ultra speed polishing, liquid, for the treatment of elastic floor coverings, 5l container, ph in concentrate 8.5, specific gravity: 1.03g/ml The material safety data sheet (MSDS) and or certificate of analysis (COA)should accompany each delivery showing but not limited to reference to SABS standards, instructions regarding recommended usage, dilution, safety, transportation, packaging and storage. | EA |  1L | | | | |

| | | | | | | | |
|----|--|----|---|--|--|--|--|
| 45 | <p>Colour – coded 6 liter bucket for use as follows:</p> <ul style="list-style-type: none"> *red for toilets, urinal and sluice *green for baths, basins and showers *blue for furniture, doors, walls and pictures *yellow for isolation cubicles/ *white for kitchen and any other food service | EA |  | | | | |
| 46 | <p>Clean coloured microfibre cloths (25cm-30cm x 25cm-30cm) packets of twenty five (25) for wiping surfaces to be used as follows:</p> <ul style="list-style-type: none"> *red cloths for toilets, urinal and sluice *green cloths for baths, basins and showers *blue cloths for furniture, doors, walls and pictures *yellow cloths for isolation cubicles/ *white for kitchen and any other food service | EA |  | | | | |
| 47 | <p>Pistol-grip 750ml plastic bottles for cleaning spray chemicals, specific detergents and cleaning disinfectants to be used as follows:</p> <ul style="list-style-type: none"> *red for toilets and sluice room *green for baths, basin and showers and basins in consulting rooms *blue for clinical areas *white for kitchen/ dining areas <p>Yellow for isolations</p> | EA |  | | | | |
| | Aluminium mop sweeper handle | |  | | | | |
| 48 | <p>Mop sweeper pads</p> <p>musslin is the sweeping with a disposable impregnated cloth. A cotton fabric made in various degrees of fineness and often printed, woven or embroidered in patterns, especial a cotton fabric of plain weave, used for sheet and for variety of other purposes.</p> | EA |  | | | | |

| | | | | | | | | | | | |
|---|--|--|--|--|----|--|--|--|--|--|--|
| <p>Mop Handle</p> <ul style="list-style-type: none"> *Aluminium handles *Detachable mechanism *SABS approved | | | | | |  | | | | | |
| <p>49 Mop heads</p> <ul style="list-style-type: none"> * Colour coded mops (Red, White, Blue, Yellow) *Head 400g . * Should be detachable from mop handle. | | | | | |  | | | | | |
| <p>50 Edge cleaning tool Handle</p> <ul style="list-style-type: none"> *Floor tool utilize for areas hard and difficult to reach such as edges *Aluminium handle * SABS approved | | | | | |  | | | | | |
| <p>51 Scourer for edge cleaning tool</p> <ul style="list-style-type: none"> • Can be disinfected • SABS approved | | | | | |  | | | | | |
| <p>52 Stick rubber blade, used to remove or control the flow of liquid on a flat surface such as a window pane.</p> | | | | | |  | | | | | |
| <p>53 Window cleaning squeegee with adjustable, removable aluminium handle</p> | | | | | EA |  | | | | | |

| | | | | | | | | | |
|----|---|----|---|--|--|--|--|--|--|
| 54 | <p>A dustpan , the small version of which is also known as a half brush and shovel, is a cleaning utensil. The dustpan alone is commonly used in combination with a broom or long brush. The small dustpan may appear to be a type of flat scoop. though often hand held for home use, industrial and commercial enterprises use a hinged variety on the end of a stick to allow the user to stand instead of stoop while using it.</p> | EA |  | | | | | | |
| 55 | <p>Aluminium Hand held dustpan may be used with either a full size broom. This second combination may be sold as one unit. A variant on the dustpan is the silent bulter, a handheld, lidded dustpan.</p> | EA |  | | | | | | |

| | | | | | | | | | |
|----|---|----|---|--|--|--|--|--|--|
| 60 | Black refuse plastic bags The bags should not be less than 40 microns and should have dimensions of 750mm in length and 950mm in width | EA |  | | | | | | |
| 61 | Household Broom Household broom mounted on an aluminium stick, covered with plastic and with soft plastic bristle | EA |  | | | | | | |

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

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

| |
|--|
| |
| |

Particulars of applicant

| | | | |
|---|---|--------------------------------------|---|
| Name/Legal name (Initials & Surname or registered name) | | | |
| Trading name (if applicable) | | | |
| ID/Passport no | | Company/Close Corp. registered no | |
| Income Tax ref no | | PAYE ref no | 7 |
| VAT registration no | 4 | SDL ref no | L |
| Customs code | | UIF ref no | U |
| Telephone no | | Fax no | |
| E-mail address | | | |
| Physical address | | | |
| Postal address | | | |

Particulars of representative (Public Officer/Trustee/Partner)

| | | | |
|------------------|--|-------------------|--|
| Surname | | | |
| First names | | | |
| ID/Passport no | | Income Tax ref no | |
| Telephone no | | Fax no | |
| E-mail address | | | |
| Physical address | | | |

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

| Date started | Date finalised | Principal | Contact person | Telephone number | Amount |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

--

Signature of representative/agent Date

Name of representative/agent

Declaration

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

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

Notes:

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

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:
- 2.2 Identity Number:
- 2.3 Position occupied in the Company (director, trustee, shareholder²):
- 2.4 Company Registration Number:
- 2.5 Tax Reference Number:
- 2.6 VAT Registration Number:
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

.....

YES/NO

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100
 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200
 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300

YES/NO

.....

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

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

| Designated Group: An EME or QSE which is at last 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |

| | | |
|--|--|--|
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

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](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

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

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on 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):

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

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

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

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

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/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: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item | Question | Yes | No |
|-------|--|---------------------------------|--------------------------------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁹ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁹ 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.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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 with the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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

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| | | (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)