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MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF HEALTH

BID NUMBER: HEAL/277/26/MP

APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY CLEANING CHEMICALS MATERIALS/EQUIPMENT "AS AND WHEN REQUIRED" TO THE MPUMALANGA DEPARTMENT OF HEALTH FOR THE PERIOD OF THREE (3) YEARS

ISSUED BY:

Department of Health
Private Bag X11285
Mbombela
1200

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HEALTH					
BID NUMBER:	HEAL/277/26/MP	CLOSING DATE:	07 DECEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER (S) FOR SUPPLY AND DELIVERY CLEANING CHEMICALS MATERIALS/EQUIPMENT "AS AND WHEN REQUIRED" TO THE MPUMALANGA DEPARTMENT OF HEALTH FOR THE PERIOD OF THREE (3) YEARS				

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

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF,** No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA,** KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **SECUNDA,** No 5 Van Eck Street,Secunda(opposite Sasol Value Gas Garage)Secunda,2280, **BUSHBUCKRIDGE,** The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, **MIDDELBURG,** Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE,** 24 Air Street, Malelane, **ELUKWATINI ,**Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. **SIYABUSWA** Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. SG Sengwayo	CONTACT PERSON	Mr. FB Henning
TELEPHONE NUMBER	013 766 3333	TELEPHONE NUMBER	079 365 5522
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	SkhulileS@mpuhealth.gov.za	E-MAIL ADDRESS	FrancinaH@mpuhealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

MPUMALANGA DEPARTMENT OF HEALTH

APPOINTMENT OF SERVICE PROVIDER(S) FOR SUPPLY AND DELIVERY OF CLEANING CHEMICALS AND MATERIALS/EQUIPMENT "AS AND WHEN REQUIRED" TO THE MPUMALANGA DEPARTMENT OF HEALTH FOR THE PERIOD OF THREE (3) YEARS

NAME OF BIDDER : _____

TEL NUMBER : _____

E-MAIL : _____

1. DEFINITIONS

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

"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;

"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.

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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.

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4. OBJECTIVE

Cleaning chemicals 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 as and when required to the Mpumalanga department of health for the period of three (3) year contract. 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 user's 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

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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.

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

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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 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.
xii.

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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 Packing

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

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

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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

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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.

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- 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.

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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.
    v.

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.

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- 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.

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- 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.

7. PRICING

The prices must include supply and delivery for the duration of the contract and be inclusive of VAT for all VAT registered suppliers. The service providers must quote on all items in the pricing schedule, failure to do so will result in the bidder being disqualified. The Department reserves the right to award the tender partly or in full depending on the Departmental or Provincial priorities.

BID PRICING MODEL

Notes: (applicable to all pricing models)

a) Bidder should adhere and complete the costing model as provided below.
b) Pricing must **include** VAT and all relate costs.
c) Bidders are required to attach.

8. VALIDATION PERIOD.

The Bid is valid for hundreds and eighty (180) days after the closing date.

SECTION B – BIDDING PROCESS IN TERMS OF PPPFA

PREFERENTIAL POINTS IN TERMS OF PPFA

The contract shall be awarded in terms of the Preferential Procument Policy Framework Act, 2000 (Act 5 of 2000) and Regulation of 2022, responsive bids shall be evaluated and adjudicated by the Mpumalanga

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Department of Health on the 80/20 preference point systems in terms of which points are awarded to bidder (s) on the basis of: price and specific goals. A maximum of (20) points shall be awarded to bidder (s) in respect of specific goals.

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 specific goal in accordance with the table below:

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	NUMBER OF POINTS ALLOCATED (80/20 SYSTEMS)
Locality (Mpumalanga)	5
Women Owned	5
Youth Owned	5
Person living with disability	5

9. EVALUATION METHODOLOGY

9.1 General

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

I. **Administrative requirements – Phase 1**
II. **Functionality – Phase 2 and**
III. **Evaluation in terms 80/20 preferential point system – Phase 3**

9.1.1 Phase 1 – Administrative Requirements

NO	COMPULSORY RETURNABLE DOCUMENTS	ATTACHED YES / NO
1	**SBD 1** - Invitation to bid.	
2	**SBD 4** – Bidders Disclosure.	
3	**SBD 6.1** - Preference points claim form in terms of the Preferential Procurement Regulations 2022.	
4	Central Supplier Database **(CSD)** report	
5	Fully Completed Pricing Schedule	
6	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.	
7	A copy of SABS 1828: 2000: Cleaning Chemicals for use in the Food Industry certificate **(where the certificates does not belong to the bidder – a letter of intent from the manufacturer must be attached)**.	

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8	A copy of SANS 1853: Disinfectants, detergent-disinfectants and antiseptics for use in the food industry certificate **(where the certificates does not belong to the bidder – a letter of intent from the manufacturer must be attached)**.	
9	Letter of approval by Executing Authority to do business if the entity has member / members who is / are a government employee.	
10	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.	
11	Familiarize yourself and Initial every page of the General Condition of Contract.	

NB: SERVICE PROVIDERS WHO FAIL TO ATTACH ONE OF THE COMPULSORY REQUIREMENTS LISTED ABOVE WILL LEAD TO THE DISQUALIFICATION OF THE BID

9.1.2

	SUPPORTING BIDDING DOCUMENTS	ATTACHED YES / NO
1	Management and implementation plan	
2	Proof of experience in similar work (this must be further substantiated with a traceable experience and should attached letter of award or purchase orders.	
3	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 director s, a letter of intent to enter a vehicle-leasing contract should be attached signed by both parties. The date on certificate copies must not be older than one (1) month as at the closing date of the bid.	
4	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 FUNCTIONALITY EVALUATION PROCESS.

9.1.3 Functionality Evaluation Criteria.

CRITERIA FOR FUNCTIONALITY	POINTS
DETAILED MANAGEMENT AND IMPLEMENTATION PLAN Points will be awarded for detailed management plans with full particulars with regard to infrastructure and administration of operations offered for the efficient management of the contract.	**40**

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• No substantiation provided = 0 points • Logistic plan (Warehousing, transportation/packaging/material handling = 20 points • Human resource plan (organizational structure and equity plan = 5 points • Job creation plan (number of employees within the province and local empowerment) = 10 points • Contingency plan = 5 points	
RELEVANT EXPERIENCE IN SUPPLY AND DELIVERY OF CLEANING CHEMICALS Points will be awarded for the past and current experience in the supply and delivery of cleaning chemicals. The tenderer shall indicate and declare their past track record in relation to supply and delivery of cleaning chemicals and attach supporting documents to substantiate his/her claims **(certified copies of appointment letters and or purchase orders)** Proof of similar work done by the organization should be attached (purchase order) • 1 year or less = **10** • 1 year – 2 years = **15** • 2 years -4 years = **20** • 5 years – and above = **35**	**35**
CAPACITY TO DELIVER THE GOODS (TRANSPORTATION) Proof of availability of appropriate vehicles to enable supply and delivery of cleaning chemicals. **Certified copies of vehicle registration certificates should be attached.** 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 signed by both parties. • No transportation = **0** • Less than 3 Light Delivery Vehicles = **10** • 4 or more Light Delivery Vehicles = **15** • 4 Light Delivery Vehicles and a 4Ton Truck = **25**	**25**
Total	**100**

The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and all bidders who scored the **minimum threshold of 70 points** will 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.

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9.1.4 PHASE 3 – EVALUATION IN TERMS OF THE 80/20 PREFERENTIAL POINT SYSTEMS

Only the qualifying bids shall be evaluated further in terms of the 80/20 preference points system where **80 points will be used for price only and 20 points for specific goal.**

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

$$Ps = 80 \left[1 - \frac{Pt - P\,min}{Pmin}\right]$$

Where:

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

Pt. = Comparative price of tender or offer under consideration and

P min= Comparative price of lowest acceptable tender or offer

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER	Number of points (80/20) system) to be completed by the organ of state
Locality (Mpumalanga)	5
Women Owned	5
Youth Owned	5
Person living with disability	5

10 SPECIAL CONDITIONS OF CONTRACT

a. Preference will be given to South African manufactured products
b. Official orders will be placed during the course of the contract period, as and when required.
c. 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 it the bidder is vat registered.
d. 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.
e. Prices must be fixed for each of the three years (duration of the contract). Note that **NO** requests for **price escalations** will be considered.
f. **Delivery** after receipt of an official order shall be **strictly within 2 weeks.**
g. Payment will be affected 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.

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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 inspect the operation or any part thereof during the evaluation phase of the Bid;
o. The Mpumalanga Department of Health reserves the right to invite short listed bidders to make presentations.
p. The Mpumalanga Department of Health reserves the right to appoint more than one service provider.

NO	DESCRIPTION	UNIT OF MEASURE (UOM)	YEAR 1	YEAR 2	YEAR 3
11.1	Non –ammoniated stripper Stripping of floors covered with polymer – based sealer • <5% non-ionic surfactants • <5% soap • Solubilizer • <7% 2-butoxyethanol • <2% enthonlamine	5L			
11.2	Wax based floor sealer(sealing of vinyl floors) • Polymers • Waxes • Plasticizers • Preservatives	5L			
11.3	Disinfectant cleaner Cleaning of floors and surfaces in highrisk areas. <5% dimethylammonium chloride <6%non-ionic surfactant <3% sequestering agents <1%alkalis	5L			
11.4	All purpose cleaner Cleaning of all above the floor and floor surfaces. • 5-20% non-ionic surfactants • Colourants • Fragrances • Preservatives • <2% Sodium • Hdroxide				
11.5	Toilet bowl cleaner Deep cleaning of toilet bowls. Applied by using a suitable dispenser bottle • <5% non -ionic surfactants • <5%anionic surfactants • Fragrances	5L 100ML			

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	• Colourant				
11.6	Window and glass cleaner (cleaning of windows ,glass ,mirrors and stainless steel) • <5% anionic and non -ionic surfactants • Perfumes • Colourants • >10% isopropyl alcohol	5L			
11.7	Spray buff (spray buffing of sealed floors in conjunction with a single disc machine) • Waxes • Surfactants • Emulsifiers Preservatives	5L			
11.8	Chlorine Detergent Disinfectant granules Disinfection of equipment Cleaning of isolation units Cleaning of feeding cups	30gr sachets			
11.9	Sodium hypochlorite — liquid bleach	5L			
11.10	Janitor trolleys are mounted on wheels and front swivel castors that allows for easy manoeuvring. with colour coded pails shelf storage x2 171 colour coded pails with 1201 waste storage and an all-mops press, They are used to keep cleaning tools and consumables secure and tidy while working in the wards. The trolley must have a plastic dustpan and a broom.	1			
11.11	Microfiber colour coded cleaning cloths for 5 damp dusting and wiping of surfaces. v/ Red colour — for highly contaminated areas, such as toilets, showers, wash-up rooms, sluice rooms, and bathroom floors; x/ Blue colour — general areas including wards, offices and hand wash basins in public areas; x/ Green colour — bathroom (basin, bath and showers), ward/consulting room basins; •v/ White colour - Kitchens areas (food preparation and serving); v/ Yellow colour — Isolation areas (only applicable for hospitals as primary health care facilities rarely have to isolate patients).	5			
11.12	Antistatic microfibre Colour coded mops 5 and handle Red colour — for highly contaminated areas, such as toilets, showers, wash-up rooms, sluice rooms, and bathroom floors; v/ Blue colour — general areas including wards, offices and hand wash basins in public areas; v/ Green colour — bathroom (basin, bath and showers),	5			

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	ward/consulting room basins; v/ White colour - Kitchens areas (food preparation and serving); •U Yellow colour — Isolation areas (only applicable for hospitals as primary health care facilities rarely have to isolate patients).				
11.13	**Colour coded Kentucky spaghetti mop and handle** Red colour – for highly contaminated areas, such as toilets, showers, wash-up rooms, sluice rooms, and bathroom floors; v/ Blue colour — general areas including wards, offices and hand wash basins in public areas; v/ Green colour bathroom (basin, bath and showers), ward/consulting room basins; v/ White colour - Kitchens areas (food preparation and serving); v/ Yellow colour — Isolation areas (only applicable for hospitals as primary health care facilities rarely have to isolate patients).	5			
11.14	**Static head mops** These are used to sweep up dry, loose contamination such as dust and sand from the surface of the floor.	5			
11.15	"Wet Floor" sign— to warn staff. patients and visitors that floors are wet to minimize the risk of falls	1			
11.16	Window squeegee for cleaning windows	1			
11.17	Pistol-grip spray container	750ml			
11.18	Pistol-grip spray container	1L			
11.19	Two-way bucket system for mopping A double bucket, colour coded, blue for clean and red for used water mounted on a trolley	1			
11.20	Floor polishing machine	1			
11.21	Floor scraper machine	1			
11.22	Floor buffer machine	1			
11.23	REPACEMENT DISCS FOR FLOOR POLISHER, SCRAPER AND BUFFER ONE PER MACHINE	1			

Technical Enquiries : **FB Henning**

Contact : **079 3655 522**

E-mail : **FrancinaH@mpuhealth.gov.za**

Administrative Requirements : S.G. Sengwayo

Contact : **013 766 3333**

E-mail : **Skhuliles@mpuhealth.gov.za**

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DECLARATION OF ACCEPTANCE	ACCEPT ALL	DO NOT ACCEPT ALL
If the bidder declares to accept all the Special Conditions mentioned above, please indicate with a tick in the accept all. If the bidder declares not to accept all the Special Conditions, please tick in the do not accept all and provide a reason and proposal for each of the condition not being accepted.		
Comments by bidder: Provide the reasons for not accepting the special condition.		

I/We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

BIDDER SIGNATURE **DATE**

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TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

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

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

Particulars of applicant

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

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

Date

Name of representative/ agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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

---

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

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2. DEFINITIONS

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

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

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Locality (Mpumalanga)	**5**	
Woman	**5**	
Youth	**5**	
Persons living with disability	**5**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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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
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17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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