PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FREE STATE DEPARTMENT OF HEALTH					
BID NUMBER:	DOH(FS)28/2026/2027	CLOSING DATE: 04 DECEMBER 2026		CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDERS TO RENDER PEST CONTROL SERVICES FOR FREE STATE DEPARTMENT OF HEALTH. PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (03) YEARS.				

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

DEPARTMENT OF FREE STATE HEALTH.

GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR.

C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN.

DEPARTMENT OF FREE STATE HEALTH.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Me. CJB. Naicker	CONTACT PERSON	Me. M.A Keswa
TELEPHONE NUMBER	051 408 1152/1707	TELEPHONE NUMBER	051 408 1486
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	NaickerCJB@fshealth.gov.za	E-MAIL ADDRESS	KeswaMA@fshealth.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS 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, 2022, 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 (SBD7.1).**
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: .....

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS)28/2026/2027** Attendance list number: _____

DOH(FS)28/2026/2027: APPOINTMENT OF SERVICE PROVIDERS TO RENDER PEST CONTROL SERVICES FOR FREE STATE DEPARTMENT OF HEALTH.

PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (03) YEARS.

Attendance of the explanatory meeting is COMPULSORY

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

COMPULSORY EXPLANATORY MEETING DATE: 24 NOVEMBER 2026

TIME: 10H00

VENUE: Auditorium, First Floor
Bophelo House, C/O Charlotte
Maxeke Street and Harvey Road
Bloemfontein
9301

CONTACT PERSON/S: Me. M.A Keswa
051 408 1486

This is to certify that _____ in his/her capacity as

_____ of the company _____ has attended the

Compulsory Explanatory meeting on the _____ day of _____ 2026 and is

therefore familiar with circumstances and the scope of the items to be supplied.

_____ _____
SIGNATURE /DEPARTMENTAL OFFICIAL **RANK**

_____ _____
SIGNATURE OF REPRESENTATIVE OF COMPANY **DATE**

OFFICIAL DATE STAMP

*** Note: Only one certificate per company**

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
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1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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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: .....

PEST CONTROL SERVICES REQUIREMENTS
PART A: MISCELLANEOUS
PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

Sundries – General

SBD 3.2

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

Name of Bidder.....	Bid number: DOH(FS)28/2026/2027
Closing Time 11:00	Closing date: 04 December 2026

OFFER TO BE VALID FOR...120...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (INCLUDING VAT)	DESCRIPTION	BID PRICE IN RSA CURRENCY
1.	As Required	**Inspection costs (includes transport, consumables and operational Costs per service)** Once off inspection or on demand by institution per day See attached Annexure C	R..... ..... /each

Required by: Department of Health Free State

-At: Various Institutions/ Centres

Brand and model .....

Country of origin .....

Does offer comply with specification? YES/NO

If not to specification, indicate deviation(s) .....

Period required for delivery .....

Delivery:
*Firm/not firm

-Samples submitted *YES/NO

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES **SBD 3.2**

(PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

Name of Bidder.....	Bid number: DOH(FS)28/2026/2027
Closing Time 11:00	Closing date: 04 December 2026

OFFER TO BE VALID FOR...120...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (INCLUDING VAT)	DESCRIPTION	BID PRICE IN RSA CURRENCY
2.	As Required	**Installation of mechanical deterrent devices (costs includes: device, delivery and installation)** **See attached Annexure C**	R..... ..... /each

Required by:	Department of Health Free State
At:	Various Institutions/ Centres
Brand and model	.....
Country of origin	.....
Does offer comply with specification?	*YES/NO
If not to specification, indicate deviation(s)	.....
Period required for delivery	.....
Delivery:	*Firm/not firm
-Samples submitted	*YES/NO

*Delete if not applicable

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

Name of Bidder.....	Bid number DOH(FS)28/2026/2027
Closing Time 11:00	Closing date: 04 December 2026

OFFER TO BE VALID FOR...120...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (INCLUDING VAT)	DESCRIPTION	BID PRICE IN RSA CURRENCY
3.	As Required	**Installation of trap devices for insect (i.e. flies, ants, fleas, cockroaches and moths)** Reptiles and rodent. Price will include delivery installation **See attached Annexure C**	R...../each

- Required by: Department of Health Free State
- At: Various Institutions/ Centres
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm
- Samples submitted *YES/NO

*Delete if not applicable

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

Name of Bidder.....	Bid number DOH(FS)28/2026/2027
Closing Time 11:00	Closing date: 04 December 2026

OFFER TO BE VALID FOR...120...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (INCLUDING VAT)	DESCRIPTION	BID PRICE IN RSA CURRENCY
4	As Required	**Pest Control treatment costs (includes transportation, consumables, operational costs per service and on demand basis)** per square meter. **See attached Annexure C**	R...../each – year 1

- Required by: Department of Health Free State
- At: Various Institutions/ Centres
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm
- Samples submitted *YES/NO

*Delete if not applicable

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

Name of Bidder.....	Bid number DOH(FS)28/2026/2027
Closing Time 11:00	Closing date: 04 December 2026

OFFER TO BE VALID FOR...120...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (INCLUDING VAT)	DESCRIPTION	BID PRICE IN RSA CURRENCY
5	As Required		R...../each – year 1

Pest Control surveillance devices in with Section 1.4.6

See attached Annexure C

- Required by: Department of Health Free State
- At: Various Institutions/ Centres
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm

*Delete if not applicable

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

Name of Bidder.....	Bid number DOH(FS)28/2026/2027
Closing Time 11:00	Closing date: 04 December 2026

OFFER TO BE VALID FOR...120...DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY (INCLUDING VAT)	DESCRIPTION	BID PRICE IN RSA CURRENCY
6.	As Required	**Maintenance of installed mechanical deterrent and traps, cost per day.** **See attached Annexure C**	R...../each – year 1

- Required by: Department of Health Free State
- At: Various Institutions/ Centres
- Brand and model .....
- Country of origin .....
- Does offer comply with specification? *YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: *Firm/not firm
- Samples submitted *YES/NO

*Delete if not applicable

PRICE ADJUSTMENTS

A FIRM PRICES FOR PERIOD CONTRACTS SUBJECT TO ESCALATION - STATUTORY

1. IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD

2. IN THE FOLLOWING CATEGORY STATUTORY INCREASES WILL BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{D4t}{D4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, TAX, etc. The total of the various factors D1,D2…etc. must add up to 100%.
R1t, R2t……	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:
CPI Dated : September 2026

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B FIRM PRICES FOR PERIOD CONTRACTS - SUBJECT TO RATE OF EXCHANGE VARIATIONS

IN CASES OF PERIOD CONTRACTS, PRICES MUST BE FIRM FOR THE FIRST 12 MONTHS OF THE CONTRACT PERIOD WHERE AFTER IT COULD BE ADJUSTED ON QUALIFICATION AND APPLICATION WITHIN THE REQUIRED PERIOD

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the second period of contract will be calculated per consignment by using the actual exchange rates as issued by your commercial bank at time of bidding and the actual direct change as a result of the rate of exchange for payment of the specific consignment to the contractors supplier. (Proof from bank for rate of exchange applicable to the bid at time of bidding MUST be attached to the bid)

   Claims must be provided within 90 days from date of change in price however payments to overseas suppliers must be made within 30 days from receipt of the Departments payment.

health

Department of
Health
FREE STATE PROVINCE

PEST CONTROL SERVICES FOR VARIOUS INSTITUTIONS WITHIN FREE STATE DEPARTMENT OF HEALTH

PERIOD: DATE OF SIGNING OF CONTRACT FOR 3 YEARS

Contact Person:
Me. MA Keswa
Assistant Director: Environmental Health
Tel: 051 408 1486

(13)

DEFINITIONS

Bioaccumulation means a process in which a chemical substance is absorbed in an organism by all routes of exposure as occurs in the natural environment, e.g., dietary or ambient environment sources. Bioaccumulation is the net result of competing processes of chemical uptake into the organism at the respiratory surface and from the diet and chemical elimination form the organism including respiratory exchange, fecal egestion, metabolic biotransformation of the parent compound and growth dilution.

Calibration: the process of measuring and adjusting the amount of pesticide your equipment applies or delivers to a specific area. Calibration is to ensure that the equipment is applying correct amount of material uniformly over a given area.

Carcinogenic means a chemical is capable of increasing the incidence of malignant tumors, reducing their latency, or increasing their severity or multiplicity.

Crack and crevice application means the placement of small amounts of pesticide into cracks and crevices in buildings, such as long baseboards and cabinets, where insects or other pests commonly hide or enter a structure.

Directed-spray application: specifically targeting pests to minimize pesticide contact with non-target plants and animals.

Barrier treatment is usually considered the application of pesticides to thresholds and other entrances, the foundation, and the soil adjacent to the foundation. A barrier treatment with residual sprays, dusts, or granules may be beneficial in controlling outdoor pests that may become invaders or nuisances when populations build up.

Integrated Pest Management (IPM) is an effective and environmentally sensitive approach to pest management that discourage the development of pest populations through the suppression and prevention of pests by improved building hygiene, structural repair or maintenance, pest barriers, improved landscape, biological controls, habitat manipulation, use of resistant plant varieties and judicious limited use of synthetic pesticides to reduce or minimise the risk to human health and environment.

Integrated Vector Management (IVM) means the rational decision-making process for the optimal use of resources for disease vector control. It aims to improve efficacy, cost-effectiveness, ecological soundness and sustainability of disease vector control interventions for control of vector-borne diseases.

Mutagenic means agents that induce permanent, transmissible changes in the amount, chemical properties, or structure of the genetic material. These changes may involve a single gene or gene segment, a block of genes, parts of chromosomes, or whole chromosomes.

Pest is any form of a plant or animal life or any pathogenic organism that is injurious or potentially injurious to plant, plant products, property, environment or people.

'Pest control operator' means a person who as, or in the course of, his trade or occupation administers agricultural remedies for the purposes for which they are intended;

Pest infestation: means the multiple sightings of or the presence of pests (e.g. insects, rodents, birds, etc.) numbers of quantities large enough to be harmful, threatening, or obnoxious;

Pest thresholds mean tolerance thresholds of specific pests per location. The thresholds shall be determined through:

- Injury threshold which shall mean the point at which an injury begins or is initially noticed;
- Action threshold means the point at which an action is required to prevent a pest population from causing anaesthetic, functional or economic damage;
- Damage threshold means the level where unacceptable damages are already occurring.

Persistence means the length of time the chemical can exist in the environment before being destroyed (i.e., transformed) by natural processes

Respiratory protective equipment" means a devise which is worn over at least the mouth and nose to prevent the inhalation of airborne hazardous chemical substances and which is of a type, or conforms to SABS.

Spot treatment is application to limited areas on which insects are likely to walk but will not be in contact with food, utensils, or by workers. Such areas may occur on floors, walls, and the bases or undersides of equipment. Specifically targets the pests to minimise pesticide contact with non-target plants and animals. Spot treatments should not exceed 2 square meters.

Vector (epidemiology), an agent that carries and transmits an infectious pathogen into another living organism; a disease vector.

Scope of Supply

The Free State Department of Health (DoH) seeks to appoint an accredited, registered and competent Service Provider with the requisite skills and experience in the area of pest control services and hygiene services on the specified time basis for a period of three (3) years. The Service Provider must be prepared to provide cost effective service while maximising the quality and the level of service. Introduce process efficiencies in pest control service through high level customer service.

The Service Provider shall be responsible for the inspections, prevention, and treatment of all Provincial and District offices, Provincial Laundries, Medical Depot, Bophelo House, Cook-Freeze, Quarantine / Isolation Facilities, State Mortuaries, Emergency Medical Service stations, clinic, hospitals including wards or consultation rooms; kitchen or kiosks; admin offices; service entrances including security; archives; nurses and doctors quarter ; NHLS; Blood banks; workshops and stores; ablution facilities; waste storage areas; all service areas above ground and below ground such as air ducts, sewer systems, and storm water services; parking facilities areas and perimeter fences for:

- **Insects and other arthropods:** which shall include flies, ants, cockroaches, moths, yellow jackets and other arthropod pest not specifically excluded from the contract;
- **Stinging insects** which shall include fleas, bedbugs, dust mites, wasps, bees, mosquitoes. The Service Provider shall remove nests of stinging insects within the property boundaries of specified buildings.
- **Mice and rats:** These include rats and mice found inside and outside buildings. Pick-up and proper disposal of dead vertebrates is also included in this scope of work;
- **Birds, bats, snakes** and all other vertebrates not listed above;
- **Reduce pest problem hotspots** with the goal of solving structural and hygiene challenges so that facilities currently requiring a monthly service can reduce their service needs to on-call service only.
- **Weed control**
- **Termites control**

The service provider shall work with Environmental Health Practitioner and other organisations such as Society of the Prevention of Cruelty to Animals (SPCA) to identify options where bee hives, birds, snakes, cats but not limited to can be relocated and not be destroyed or killed.

The Department of Health reserves the rights to award pest control services tender per District and the pest control service shall be as and when is required. The Department of Health shall provide the Service provider with the list of all health institutions whereby the Pest Control Services will be required. Bidders should indicate which Districts they are bidding for.

Metro/ Districts	Option
Mangaung Metro	
Lejweleputswa	
Thabo-Mofutsanyana	
Fezile Dabi	
Xhariep	

The Service Provider shall furnish all supervision, labour, materials, skills or training, and equipment necessary to evaluate, monitor, and provide Integrated Pest Management services. **The Service Provider should first strive to use non-chemical controls such as trapping and pest proofing, followed by chemical controls only if non-chemicals methods fail.**

BID Conditions

The contractor/ service provider shall:

1. **Control pests while minimizing human exposure, secondary poisoning to non-target animals and pesticide-related water pollution** by adhering to the following conditions:
   - **1.1.** The following products may/ shall not be used for pest control:
     - **1.1.1.** Products that bear the signal or hazard statement "TOXIC or VERY TOXIC" must be used through the authorisation of the Provincial Environmental Health Manager;
     - **1.1.2.** Products that are carcinogenic, mutagenic, neurotoxic or have reproductive toxicity, persistence with bioaccumulation potential shall not be used;
     - **1.1.3.** Banned Substances shall not be used;
     - **1.1.4.** Agricultural remedies products not registered in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) shall not be applied at the Health Facilities.

     Failure to comply with the above item 1.1 shall constitute a service failure.

   - **1.2.** Containerised baits are preferred method for ant control;

   - **1.3.** Use of environmentally friendly pesticides such as insecticidal soaps, plant based products such as pyrethrins, mint oil, rosemary, silica-gel dust, etc. Use digital traps, sensors, devices and cameras that may not cause fatalities, contamination of the water courses, affect patients, visitors and staff. Caulk or foam sealant for crevices around doors, windows and vents. Fitting insect screens around doors and vents, self-enclosing door devices, etc.

     The identified alternative products must:
     - **1.3.1.** meet the performance requirements;
     - **1.3.2.** be in sufficient amount to meet the demand;
     - **1.3.3.** pose a lesser risk to human health and the environment than the pesticide concern;

     Emergency use of registered synthetic pesticides may only be used through the authorisation of the Provincial Manager: Environmental Health. Authorisation may be issued with 48 hours upon request. **Failure to request authorisation shall constitute a service failure.**

   - **1.4.** Trapping and exclusion be the primary rodent control methods.
     - **1.4.1.** Traps with zero catches should be frequently moved to new locations to achieve results.
     - **1.4.2.** Traps should be monitored within 72 hours after placement in areas of high infestation;
     - **1.4.3.** Traps should be inspected weekly for at least three months and be replaced every two months when their full, lose their stickiness or needs maintenance;
     - **1.4.4.** Location and trap replacements dates should be recorded and forwarded electronically to facility manager, hospitals, and for clinics to Department of Health District Environmental Health Services;
     - **1.4.5.** Once insects or rodents have been identified, they should be identified to determine the threat they pose to collections;
     - **1.4.6.** Use of electronic rodent stations and infrared surveillance camera monitoring systems where pest activity has a critical impact on day to day operations such as kitchen or kiosk, sewer lines, basement, maternity wards, surgery and

electrical installations. This method will assist in determining the presence and accurate location of rodents and designing a proper rodent control strategy;

1.4.7. To prevent bait resistance and secondary poisoning or contamination, rodent baits will only be used when trappings and exclusion are unsuccessful and through the approval of the Provincial Manager: Environmental Health;

1.5. No outdoor application of pesticides of any kind will be applied on impervious surface when a 40% or greater chance of rain is forecast within three days unless the pesticides are containerised baits that will not contribute to runoff pollution;

1.6. The application of synthetic pesticides will be limited to **barrier, spot and crack and crevice treatment only**. Under no circumstances will the general treatment of walls, ceilings and floors be allowed. Gel bait should not be visible from the outside. When granular baits are applied, they should be applied in a container that is inaccessible, e.g. held in place on a glue board. **Failure to implement this provision (Item 1.6) shall constitute a service failure**.

1.7. Conduct pest control pre-inspection on request to all listed health facilities within 3 months upon signing contract.

1.8. Shall perform routine pest control services regulated to 1(one) month cycle once the infestation is under control. Larger facilities may schedule for multiple services each month based on the facility needs and requirements. The service frequency shall be determined and agreed to by the Facility Manager or Departmental Representative and the Service Provider. The service visits must not adversely affect the Facility daily operations therefore all services must be performed during off-peak hours. The Service Provider shall notify the Departmental or Facility Representative in writing at least five (5) days in advance in case of deviations from the agreed service**. Failure to notify the institutions in writing within the stipulated time shall constitute a service failure.**

1.9. Shall submit to the Delegated Official, a **Pest Control Plan**. Upon receipt of the Pest Control Plan, the Official will render a decision regarding its acceptability. If aspects of the Pest Control Plans are incomplete or disapproved, the Service Provider shall revise the plan. The Service provider shall not resume services until the Pest Control Plan is agreed upon. The Pest Control Plan shall consist but not limited to the following:

1.9.1. *Proposed pesticides, material or products and equipment.* The service provider must provide current labels and Safety Data Sheets for all pesticides **and non-chemical IPM methods** to be used, and brand names of pesticide applications or use, equipment, rodent bait boxes, *insect* and rodent devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide the service.

1.9.2. *Proposed Methods for Monitoring and Detection:* The service provider must describe methods and procedures to be used for identifying sites of pest harbourage and access, and for making objective assessments of pest population levels throughout the term of the contract

1.9.3. *Certified copies of registration* with the Fertilizers, Farms Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1974), Pest Control Operator Certificate for structural and weeds control (PCO)

1.9.4. *Service Schedule for Each Building or Site and record keeping.* The Service Provider must provide a complete service schedules that include frequency of service, provider visits, specific day(s) of the week of Service Provider visits, and approximate duration of each visit. *Submit a time table*. **Failure to adhere to service schedules shall constitute a service failure.**

The service provider shall not apply any pesticide product or equipment that is not included in the Pest Control Plan. Failure to adhere to Pest Control Plan shall constitute a service failure.

1.10. New products that are not on the Pest Control Plan and the service provider may wish to use mid-contract must be approved by the Provincial Environmental Health Manager.

1.11. Submit the list of newly appointed PCOs to Provincial Environmental Health Manager for approval prior performing pest control services at the listed health facilities.

1.12. Where bait boxes are applied, the Service Provider shall:

1.12.1. Not place all bait boxes in the general view of patients, visitors and workers or in locations where they will not be disturbed by routine operations;

1.12.2. Securely lock or fasten the lids of all bait boxes;

1.12.3. Securely attach or anchor to the floor, ground, wall or other immovable surface all bait boxes, so that the box cannot be picked up or moved.

1.12.4. Secure bait in the feeding chamber of the box and never placed in the runway or entryways of the box;

1.12.5. Label all bait boxes on the outside with the Service Provider's business name and address, and dated by the Service Provider's technician at the time of installation and each servicing;

1.13. Where dust/powder insecticide are administered, the Service Provider shall:

1.13.1. Seal the space or void that was administered with dust insecticide;

1.13.2. Immediately remove any dust/powder that is visible after application and cleaning material used must be disposed according to the pesticide label instruction;

1.13.3. Restrict access to stinging insects nest areas until the application has been administered, target insects are dead, and the nest has been removed and destroyed;

1.13.4. Not apply dust/powder insecticides in areas that cannot be sealed to prevent contact with insecticide. **Application of dust powder insecticides in areas that cannot be sealed shall constitute a service failure.**

1.14. During aerosol applications, the following precautions should be applied:

1.14.1. The service provider shall apply approved aerosol in crack and crevice only with the crack and crevice tube attached to the container;

1.14.2. The service provider shall not be allowed to release aerosol into the air or surfaces;

1.14.3. If pesticide is accidentally released outside the crack or crevice, the service provider will immediately wipe and remove the accidentally released pesticide

and dispose the cleaning material in accordance with the label requirements or instructions. **Failure to wipe or remove accidentally released pesticide and disposal of the material used thereof shall constitute a service failure.**

1.14.4. The service provider shall not be allowed to use forgers and similar types of aerosol devices in any of the Departmental buildings.

1.15. Where liquid pesticides is administered:

1.15.1. The service provider shall provide Gloria pneumatic stainless steel sprayer fitted with standard flat fan spray nozzles that are made to operate in a range of about 30 – 60 psi operating pressure and produce very few coarse droplets;

1.15.2. The service provider shall calibrate the equipment periodically depending on the type and frequency of the use thereof.

1.15.3. Calibration should be done every time the service provider switches chemicals or change application rates;

1.15.4. The service provider shall not spray pesticides above the waist when the wind speed is 8 – 11 km/hour.

1.15.5. The service provider shall **notify** the manager or the supervisor overseeing the employees in the working areas that are to be treated with any pest control product other than containerised baits prior, during and after application of synthetic pesticides, in line with Section 3, 4 and 5 of the Fertilisers, Farm Feeds, Agricultural remedies and Stock Remedies Act,1947 (Act No. 36 of 1947);

1.15.6. For liquid pesticides that are to be applied to vegetation outside the buildings, the area should be cordoned off with caution tape and notices posted before and maintained for 48hrs after the application; *Exemptions* will be granted:

1.15.6.1. In situations in which minimum amounts of fire ant bait granules are applied directly to mounds or stinging insects;

1.15.6.2. containerised bait use;

1.15.6.3. crack and crevice treatment, or

1.15.6.4. sealed void application.

1.15.7. The service provider shall issue a pre-treatment notice before applying any pesticides. The pre-treatment notice shall be in line with Section 11, Subsection 1, 2, 3, 4 and 10 of Pest Control Operator Regulations, R98 of 2011. The suitable symbolic safety signs shall be in accordance with SANS 1186-1. **Failure to provide notice or signage shall constitute a service failure**.

1.16. Pesticides must be packed and loaded for transport in such a manner that the containers will not break and will not spill.

1.16.1. All service providers' vehicles shall be clearly identified and in line with SANS 10228, 10231 and 10232-1. Vehicles not complying with this provision shall not be allowed into the health facilities;

1.16.2. Vehicles shall have an inventory form that must be completed and handed over at the Departmental Security checkpoint. Any equipment or material that cannot be accounted for at the time of departure or completion of service, can be confiscated for further investigation.

1.17. The Service Provider shall provide proof of Pest control certificates or Registration for every Service Providers' employee who will be performing on-site service under this contract; **Failure to provide proof of pest control certificate or registration shall constitute a service failure.**

1.18. Any apparatus and pesticides must be stored in such a manner that minimises hazards to human health and the environment and in accordance with the requirements of the Handling, Storage and Disposal of Agricultural Remedies (SANS 10260:2010) as amended.

2. **Provide inspection tools** including but not limited to knee pads, mirrors, flashlights, screw drivers and ladders. **Failure to implement this provision shall constitute a service failure**.

3. **Provide pest control operators** that:
   - **3.1.** Are registered in terms of Section 2 of the Fertilisers, Farm Feeds, Agricultural remedies and Stock Remedies Act,1947 (Act No. 36 of 1947);
   - **3.2.** Have relevant and valid certificates before applying any pesticides or agricultural remedies in any health institution;
   - **3.3.** Pest control operators without pest control certificate issued in terms of Fertilisers, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) must be supervised by certified pest control operator per shift. **Failure to implement this provision shall constitute a service failure.**
   - **3.4.** Are skilled in line with the requirements of Section 10 of the Fertilisers, Farm Feeds, Agricultural remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);
   - **3.5.** Are acquainted with the handling, and application of pesticides or agricultural remedies as prescribed in SANS 10124, 10133, 10204 and SANS 10304-1.
   - **3.6.** Are trained in Basic First Aid i.e. can perform basic life support and first aid procedure with minimum NQF Level 1, SAQA Unit ID: 119567.
   - **3.7.** Are certified to work at height with the minimum NQF Level 1, Unit standard ID: 229998 in compliance with Occupational Health And Safety Act, 1993 and related regulations as amended. The mentioned PCO working on height shall be supervised by competent employee with either the following minimum NQF Level 2 to 3 Unit Standard ID: 229995, "229994 & 229999" respectively.

4. Within 3 months after signing a contract provide pre-inspection service on request for each building or site for evaluation of pest control needs such as equipment, PPE and treatment requirements, hygiene status, maintenance requirements and management practices that promotes pest infestations. Assessment of buildings shall be coordinated with the Departmental Delegated Official. The Departmental Delegated Official will inform the Service Provider of any restrictions or areas requiring special scheduling. **Failure to implement this provision shall constitute a service failure.**

5. **Reduce pest populations** at historical sites that experienced pest problems as agreed with the Departmental Representative with the aim of:
   - **5.1.** Establishing pest threshold levels, their type and location;
   - **5.2.** Reducing the frequency and severity of pest problems using IPM strategies;
   - **5.3.** Reducing access and favourable conditions that supports pests, and
   - **5.4.** Reducing the need for monthly pesticide application by the end of the first year of operation (this can be negotiated on a site by site basis). If the Department or facilities does not provide the repairs or hygiene status required the service provider will not be held liable for the continuation of pest problems.

6. **Provide personal protective clothing** for its employees which shall:

6.1. be in line with Section 7 of SANS 10206 as amended,

6.2. not limited to respirators, gloves, face shield, apron or overall and boots approved for chemical usage;

The **overall** shall:

6.2.1. be made of impervious nonwoven material

6.2.2. be made of 100% cotton with a mass area of 110 g/m^2 or

6.2.3. be made of lightweight synthetic material specifically developed for protection of operators working with pesticides.

6.2.4. have elasticised cuffs and no pockets;

The **aprons** shall:

6.2.5. be made of impervious nonwoven material;

6.2.6. cover the front of the body covering the top of the chest to below the knees;

6.2.7. wrap around the sides of the body and the legs;

6.2.8. Impervious; durable; comfortable; light weight and

6.2.9. light in colour to determine visual identification of contamination

The **Face shield** shall:

6.2.10. be durable and made of impervious and transparent material;

6.2.11. be comfortable for eye and face protection against splashes and droplets;

6.2.12. shall be approximately 150 mm in height and a 300mm in width with an adjustable strap;

6.2.13. non-misting, lightweight and non-reflective;

6.2.14. The headband of the face shield shall be made of solvent resistant foam plastic which is non-irritant to the skin;

The **boots** shall:

6.2.15. be made of rubber to give protection against wide range of pesticides;

6.2.16. be calf-high and unlined and have steel toe caps. Trousers shall be worn outside the boots to prevent spills and splashes from entering the boots.

The **respirators** shall:

6.2.17. be in line with SANS 10220

The **gloves** shall:

6.2.18. be comfortable, flexible enough to grip a pesticide container or equipment firmly;

6.2.19. be long enough to cover a minimum of 90mm above the wrist;

6.2.20. be light in colour and made of nitrile rubber to offer good protection against a wide range of pesticides. Lined gloves are not recommended, since contamination can accumulate in the lining material.

Employees shall at all times wear such personal protective clothing as required by the product label being applied. **Failure to provide PPE shall constitute a service failure.**

7. Provide first aid kit every time service is rendered that shall not be limited to the following items:

7.1. Wound cleaner or antiseptic (100ml);

7.2. Swabs for cleaning wounds;

7.3. Cotton wool for padding (10g);

7.4. Sterile gauze swabs (minimum quantity 10);
7.5. 1 pair of forceps (for splinters);
7.6. 1 pair of scissors (minimum of 100mm);
7.7. 1 card of safety pins;
7.8. Bandages
  7.8.1. 4 triangular bandages;
  7.8.2. 4 roller bandages (75mm X 5m);
  7.8.3. 4 roller bandages (100mm X 5m);
  7.8.4. 1 roll of elastic adhesive bandages (25mm X 3m);
7.9. Adhesive strips
  7.9.1. 1 roll of non-allergenic adhesive strips (25mm X 3m); and
  7.9.2. 1 packet adhesive dressing strips (minimum quantity of 10 assorted sizes)
7.10. First Aid Dressing
  7.10.1. 4 first-aid dressings (75mm X 100mm); and
  7.10.2. 4 first-aid dressings (150mm X 200mm).
7.11. 2 straight splint;
7.12. 2 pairs of large and 2 pairs of medium disposable latex gloves;
7.13. 2 cardiopulmonary resuscitation(CPR) mouth-pieces or similar devices; and
7.14. Eyewash bottle containing distilled water and rinse solution.

8. **Not to store any pesticide products and equipment** on any Departmental building or structure. When on site, the products and equipment shall remain under Service Provider's care, custody and control at all times. All loses due to negligence shall be liability of the service provider.
All empty containers used by the service provider shall be removed from the premises for safe disposal.

9. **Provide Guarantees, Special Requests and Emergency Services:**

9.1. The service provider must guarantee all scheduled services and attend to any problems that may arise in between routine treatments.
9.2. Remedial corrective, special, or emergency service(s) action must be performed within 24 hours. **Failure to provide service guarantees shall constitute a service failure.**
9.3. The Service Provider must only perform Pest Control Services based on the issued purchase order from the requesting institution. Such orders shall cover all anticipated needs and or requirements for a set period of time not less than one month.

10. **Provide proof of compliance** with the following:
10.1. Registered in terms of the Fertilizer, Farms Feeds, Agricultural remedies and Stock remedies Act, 1947 (Act No. 36 of 1947);
  10.1.1. Structural Pest Control
  10.1.2. Weed Control
10.2. Registered in terms of the Agricultural Pests Act, 1983 (Act No. 36 of 1983)
  10.2.1. Beekeeper
10.3. Provide current Pest Control Operator's Certification for pest control operators currently appointed by the company.

Deviation from the above requirements (Item 10.) during service shall constitute a service failure and may result in cancellation of the contract.

11. **Provide three (3) references for similar work done** in the past three (3) years.

11.1. The bidder must also provide reference letters.

11.2. The letters must contain information on (a) Professionalism, i.e. service compliance level and incident response level or management; (b) Interpersonal skills, i.e. communication skills level between client and contractor; (c) Turn around/ completion timelines, i.e. response level to callouts and achievement of deadlines; (d) Satisfaction with the work done, i.e. rating service provider 1 – 5 (1 being very good, 2 good, 3 average and 4 bad and 5 being very bad). See ***Annexure A: Contactable References rating criteria*** as a guide.

11.3. The letters must be issued on bidder's client official letter head.

12. Provide treatment reports which shall be duplicate and include:

12.1. Date and time of the visit;

12.2. Name and registration number of the pest control operator and a telephone number at which the pest control operator or the service provider can be reached for more information about the proposed agricultural remedies use;

12.3. Type of the visit, i.e. routine, call out or follow-up;

12.4. The locations inspected and or treated;

12.5. Evidence of pests and method used to identify pests;

12.6. The type of pesticides recommended for use and or treatment, including trade name, active ingredient(s), dilution used, registration number and quantity used. This shall include insecticidal soaps, plant based products such as pyrethrins, mint oil, rosemary, silica-gel dust, etc.;

12.7. The type of pest monitoring devices, mechanical (such as UV lights, electronic or wind propelled pest repellent devices and screens) and biological (owl, cats, etc.) control methods and plants used;

12.8. The hazards associated with pesticides intended to be used, and precautions that should be taken to minimize exposure to pesticides or its residues, including a statement that indicates the period following the use during which people should not enter the treated area (re-entry period);

12.9. Recommended sanitation or housekeeping measures to eliminate infestation;

12.10. A space where a facility or Departmental Representative can sign as acknowledgement of the treatment report.

12.11. Quarterly monitoring meeting with service provider.

A copy of the treatment report shall be left with the facility manager or Departmental representative immediately after treatment. **Failure to provide a treatment report shall constitute a service failure**.

13. Design and generate service request forms which shall include but not limited to:

13.1. Onsite inspection for evaluation of pest control needs, hygiene and sanitation requirements, housekeeping conditions and proposed repairs;

13.2. Remedial corrective, special, or emergency service;

14. Maintain a pest control logbook or file for each Hospital or departmental building or site. A sample of a copy of such logbook must be provided.

14.1. These records shall be kept on-site and maintained on each visit by the Service Provider;

14.2. Each logbook or file shall contain but not limited to the following items

14.2.1. Date and time of the visit;

14.2.2. Name and registration number of the pest control operator and a telephone number at which the pest control operator or the service provider can be reached for more information about the proposed agricultural remedies use;

14.2.3. Type of the visit, i.e. routine, call out or follow-up;

14.2.4. The locations inspected and or treated;

14.2.5. Evidence of pests and method used to identify pests;

14.2.6. The type of treatment method recommended and or pesticide treatment, including trade name, ingredient(s), registration number and quantity;

14.2.7. The hazards associated with pesticides intended to be used, and precautions that should be taken to minimize exposure to pesticide residues, including a statement that indicates the period following the use during which people should not enter the treated area (re-entry period);

14.2.8. Recommended sanitation or housekeeping measures to eliminate infestation

15. Prepare and Submit the following **reports** to the Departmental Representative on or not later than the 7th of each month:

15.1. Monthly reports;

15.2. Incident Reports;

The reports shall include but not be limited to:

15.3. Health and Safety;

15.3.1. Information on periodic medical examination of pest control operators. Blood cholinesterase activity must be determined before contract starts or within 14 days of commencement of the Contract and at intervals not exceeding 2 (two) years thereafter. The number of operators with dermal, eye irritation and respiratory problems.

15.3.2. Accident report and measures taken to prevent a reoccurrence thereof;

15.3.3. Supply and usage of Personal Protective Equipment (PPE);

15.3.4. Compliance with South Africa's Occupational Health and Safety Act.

15.4. Operational report

15.4.1. A record of the pest control operators in operation, pesticides applied with information on treatment, including trade name, active ingredient(s), dilution rate used, registration number of the product, quantity used and hazards associated with pesticides, and precautions that should be taken to minimize exposure to pesticides or its residues, including a statement that indicates the period following the use during which people should not enter the treated area (re-entry period).

15.4.2. Predominant types of pests per institution, pest routes, estimate pesticide quantity used per pest type, pest monitoring devices, estimated traps used per facility and pest type, and mechanical and biological control methods used per facility and pest type;

15.4.3. Graphs indicating itemised pest control methods used and associated costs on monthly basis;

15.4.4. Details of conditions per facility that promotes pest infestation;

15.4.5. Details on IPM methods implemented, their weaknesses or effectiveness including changes needed to reduce pest problems;

15.5. Finance

15.5.1. Service request orders received from various health institutions.

15.5.2. Invoices issued within 21 days in compliance with Value-Added Tax Act, 1991 (Act No. 89 of 1991). Failure to issue invoices on time shall constitute services failure.

15.5.3. Invoices payment status ranging from 30 to 120+ days

16. Supervise all his/her employees and comply with the relevant laws and regulations including but not limited to:

16.1. The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993);

16.2. The Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);

16.3. The National Environmental Management Act, 1998 (Act No. 107 of 1998);

16.4. Pest Control Operator Regulations (Regulations No. 98 of 2011);

16.5. Water Act, 1998 (Act No. 36 of 1998);

16.6. Applicable South African National Standards (SANS);

16.7. Value-Added Tax Act, 1991 (Act No. 89 of 1991);

16.8. Public Finance Management Act,1999 (Act NO. 1 of 1999) as amended;

16.9. Hazardous Substances Act, 1973 (Act No. 15 of 1973);

16.10. The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947);

16.11. National Health Act, 2003 (Act No. 61 of 2003);

16.12. Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983);

16.13. Agricultural Pests Act, 1983 (Act No. 36 of 1983);

16.14. Regulations in terms of the National Road Traffic Act, 1996 (Act No. 93 of 1996) Chapter VIII Transportation of dangerous goods and substances by road

17. Contract completion and handover process

17.1. Hand over report shall not be limited to section 15;

17.2. Render services to all facilities that have requested pest control services within 3 months before the contract lapse;

17.3. The handed report shall include list of all devices and include traps procured by the department.

18. Any pest control services to be rendered at paediatric wards, laboratory and theatre/ ICU area must be endorsed by EHP prior application.

Post awarding requirements

Mandatory Technical Requirements

#	Item	Comply	Non-Compliant
1.	**Pest control programme**		
1.1.	The successful bidder must have a comprehensive Pest Control Programme. *Provide a copy of the programme which contains*		
1.1.1.	Onsite inspection		
1.1.2.	Time frames for installation		
1.1.3.	Installation process		
1.1.4.	Master plan and documentation portfolio		
1.1.5.	Detailed information on the resources to be deployed to the side i.e. staff and equipment.		
1.1.6.	Proposed IPM programme inclusive of products and equipment and consumables to be used		
1.1.7.	Must provide a contingency plan in case of industrial action by employees.		
1.1.8.	Completion and handover process (in line with section 17)		
2.	**Provide proof of compliance with the following:**		
2.1.	Registered in terms of the Fertilizer, Farms Feeds, Agricultural remedies and Stock remedies Act, 1947 (Act No. 36 of 1947);		
2.1.1.	Structural Pest Control (Certified copy to be submitted)		
2.1.2.	Weed Control (Certified copy to be submitted)		
2.2.	Registered in terms of the Agricultural Pests Act, 1983 (Act No. 36 of 1983)		
2.2.1	Beekeeper (Certified copy must be submitted)		
3.	**Regulatory compliance throughout contract period**		
3.1.	The successful bidder must confirm compliance to Occupational, Health and Safety Act. Please provide your OHS Plan which includes:		
3.1.1	*OHS Policy,*		
3.1.2	*Scope of Works /Safe Works Procedure,*		
3.1.3	*Personal Protective Equipment (PPE) procedure,*		
3.1.4	*Injury on Duty (IOD) procedure,*		
3.1.5	*First Aid Certificates for every PCO (in compliance with section 3.6)*		
3.1.6	*Work at height Certificate (In compliance with section 3.7)*		
4.	Please provide letters of good standing from the relevant institutions/departments on:		
4.1.	Workman's Compensation, UIF and Provident Fund.		
5.	**Staff Uniform and Personal Protective Equipment (PPE)**		
5.1.	All personnel should wear acceptable contractor's uniform i.e. the contractor's personnel outlook should befit that of a corporate environment in terms of aesthetics.		
5.2.	The successful bidder must ensure that employees are easily identified by providing name tags depicting company logo and name for their staff members i.e. company branded name tags.		
6	**Insurance**		
6.1.	The successful bidder must, at his own expense, take out sufficient insurance against any claims, costs, loss and/or damage ensuing from his obligation and shall ensure that such insurance remains operative for the duration of this agreement. A copy of such insurance (R5 million or more) must be handed to Departmental official upon commencement of the service.		
7.	**Service Improvement Program**		

7.1.	The successful bidder must, implement a continuous improvement programme for the service rendered to the Department. Pass on any possible environmentally friendly interventions resulting from this Programme to the Department. Conduct on-going research and development on the service/supply practices and any associated services on Integrated Pest Management.		
8.	**Service Provider Induction**		
8.1.	The successful bidder will be expected to attend an induction meeting within two (2) weeks after appointment where a formal handover will be conducted and be familiarized with Departmental site compliance requisites, policies and procedures prior to commencement of the service contract.		
8.2.	The successful bidder must, in the induction meeting, bring a list of staff to be deployed at the Department with the following information: Name, Address, ID Number and confirmation that the staff does not have criminal records. **NB: The Department reserves the right to request removal of any personnel on site deemed not to be compliant with Department policies and procedures**.		

Technical evaluation.

All the bids will be evaluated on technical grounds. Bids scoring less than the minimum threshold of 70% will not be considered for the next stage of evaluation. The weighting of the technical criteria for measuring functionality, are shown in the table below:

#	Detailed Infrastructure/ Capacity requirements	Points	Assessment Score
1.	The bidder must submit a portfolio reflecting the resources available to execute the project.	60	
1.1	**Vehicles** – proof of ownership of vehicles (registered in the company's name) or leasing of a minimum required vehicles for a period of 3 years per bidding district. • Proof of ownership / letter of intent to procure vehicles (pre-approval from the bank) / letter of intent to lease or lease of required number of vehicles per bidding district = 10 • Minimum required vehicles per bidding district/ all districts = 10 • No Proof of ownership / letter of intent to procure vehicles (pre-approval from the bank) / letter of intent to lease or lease of required number of vehicles per bidding district = 0 **NB: Ownership of vehicles: submit licence discs or lease agreement as evidence. Preliminary lease agreement can be entered into before the award of the current bid. See annexure B**		
1.2	**Total staff compliment** - minimum of permanent staff per bidding district with **certified** PCO's (Structural, weed control and Bee Certificate) registration. • Total staff compliment for all district with 3 required Certificates = (20) • Total staff compliment per bidding district with 3 required Certificates = (20) • Total staff compliment with less than 3 required Certificates = (0) **NB: Staff component compliant in line with Annexure B of this document.** **NB: Submit organogram and or signed appointment letters. See annexure B**		
1.3	**Equipment** – A detailed list of equipment/ components that will be used for this project (description and pictogram) • **Pest control surveillance devices; Annexure C (section 5)** • **Mechanical deterrent devices** (pictogram, coverage, sizes, SABS approved) Annexure C (section 2) • **Trap devices (Description,** pictogram, coverage, sizes, SABS approved) Annexure C (section 3) • **Pest control treatment (Description,** pictogram, safety data sheets compliant with OHS & GHS, active ingredients.) Annexure C, (section 4) • **Inspections tools (page 9,section 2)** Detailed list of equipment submitted with required information = 20 No list submitted / list submitted without required information = 0		
2	**References**	10	
	Provide three (3) written letters from clients for whom similar projects were undertaken and are relevant to the Departmental needs. The information provided should be rated in line with ***Annexure A: Contactable References rating criteria*** The reference letters must not be older than 3 months and references must be contactable and issued in the company's letter heads. • 3 Contactable references compliant to specifications page 12 paragraph 11, with a positive feedback = 10; • 2 Contactable references compliant to specifications page 12 paragraph 11 with a positive = 5; • 1 Contactable reference compliant to specifications page 12 paragraph 11 with a positive = 1; • 2 Contactable references compliant to specifications page 12 paragraph 11with a negative = 0; • Non submission of references = 0; **NB: Submit signed letters of references and Annexure A: Contactable Reference criteria rating**		
3	**Experience of Management in the Pest Control Services Industry**	10	
	Submission of a CV of the **Contract Manager** for this contract. The **contract manager** must have. • A National Diploma NQF 6, PCO registration and at least 3 years' experience in the pest control industry = 10 points • Three (3) years' experience in the industry with no National Diploma NQF 6, but a PCO certification = 5 points. • Three (3) years' experience in the industry with no Diploma or equivalent qualification, but without a PCO registration = 0 points. • The manager has no experience, a National Diploma, and a PCO registration = 0 points.		
4	**Quality Management Plan**	10	

	Provide a detailed quality management plan outlining the following: 4.1. Key deliverable with time frames; 4.2. Quality standards on pest control products and their installation; 4.3. Quality control checklists (pre-inspection, treatment, post treatment, notification procedure and snag listing); 4.4. Pest infestation tolerance threshold determination level, including bed bugs, flies, ants, cockroaches and rodents; 4.5. Pest detection methods to monitor pest infestation levels. • Quality management plan (QMP) submitted which covers all aspects of the QMP = 10 points • QMP submitted with three to four of the aspects of the QMP above = 5 points • QMP submitted with one to two aspects of the QMP above = 1 point • If no plan submitted = 0 points		
5	**Health and Safety Policy**	10	
	Attach a copy of a health and safety policy detailing what regulations the bidder will implement to enforce compliance to the OHS Act 85 of 1993 as amended. The policy should include: 5.1. Procedures that will be implemented to ensure that the application of the pesticides will not affect the environment, (i.e., fauna and flora) and human health, (i.e., personnel, visitors and patients) **Attach a copy** of a detailed procedure; 5.2. Procedures for management of poisoning of animals and human health, (i.e., personnel, visitors and patients) and environmental contamination. **Attach a copy** of a detailed procedure; 5.3. Procedure to administer pesticides where applicable (incl. proposed pesticides, equipment, personnel and associated PPE). **Attach a copy** of a detailed procedure; 5.4. Integrated pest management approach for the reduction of synthetic pesticides in the health institutions. **Attach a copy** of a detailed proposed approach inclusive of house-keeping, the use of alternative environmentally friendly non-chemical, biological and physical products. • Submission of detailed Health and Safety policy with all four detailed procedures = 10 points • Submission of detailed Health and Safety policy with two to three detailed procedures = 5 points; • Submission of detailed Health and Safety policy with one to two detailed procedures = 1 points • Submission of detailed Health and Safety policy with none of the four detailed procedures = 0 points		
	TOTAL POINTS ALLOCATED	**100**	

Annexure A: **Contactable References rating criteria**

The bidder shall also provide a customer list indicating project type, dates, value and contact details so that the FS DoH may contact these companies directly for references.

The bidder is required to provide three (3) written contactable references from previous and present customers/ clients in whom the customer/ client declare the following:

Criteria	Below Expectations	Meets Expectations	Above Expectations
Professionalism.			
• Management of incidents of poisoning			
• Management of fatalities			
• Compliances to the OHS Act			
• Compliance to specifications			
Interpersonal skills.			
• Communication between client and service provider			
• Ability to interact with client			
• Advice to client.			
Turn around/completion times.			
• Achieving the deadlines.			
• Response time to callouts			
Satisfaction with the work done			
• Rating service providers 1 to 5. 1 is very good, 2 is good, 3 is average, 4 is bad and five is very bad			
• Overall Impression (i.e. would use again). Yes, Maybe, No.			

Annexure B

NB: SERVICE PROVIDERS ARE ENCOURAGED TO COMPLETE THE TICK BELOW TO INDICATE THE DISTRICT THEY WISH TO BID

District	**Estimated No. of premises (Health Facilities)**	**Minimum Number of PCO**	**Minimum Number of Vehicles**	**Tick**
Mangaung metro	**62**	**3**	**3**	
Xhariep	**25**	**2**	**2**	
Lejweleputswa	**54**	**3**	**3**	
Fezile Dabi	**57**	**3**	**3**	
Thabo Mofutsanyana	**94**	**4**	**4**	
All districts	**292**	**10**	**10**	

Annexure C: Pest Control Costing

The bidder must provide a breakdown of the proposed service fee per listed items.

Cost element (The bidder to provide the catalogue of cost element including descriptions thereof. The bidder shall provide the catalogue depicting description of costed items not limited to pictogram, coverage, sizes, safety data sheets compliant with OHS & GHS, active ingredients. All procured items shall remain the assets of the Department of Health when contract lapse therefore devices shall not be engraved with company's name. The devices must be labelled with removable stickers.	
Cost per element	**Cost per item**
1. Inspection costs (includes transport, consumables and operational costs per service). Once off inspection or on demand by institution per day.	
2. Installation of mechanical deterrent devices (Cost includes: device, delivery and installation)	
2.1. Bird: requirement; Wind Powered Kit as a part of a complete Eagle Eye Optical Deterrent System	
2.2. Bird: requirement; Mains Kit (220V) – Connected to the Mains Power Supply Powered Kit as a part of a complete Eagle Eye Optical Deterrent System	
2.3. Bird: requirement; Solar Powered Kit – Includes a 10V Solar Panel Kit as a part of a complete Eagle Eye Optical Deterrent System	
2.4. Bird: requirement; Wind Powered Kit as a part of a complete Eagle Eye Pro-peller Optical Deterrent System	
2.5. Insects: e.g. mosquitoes and flies; required devices = UV Insect light trap: Uses UV light to attract flying insects, and has a glue board that traps the flying insects.	
2.6. Bats:	
2.7. Snakes	
3. Installation of trap devices for insect (i.e. flies, ants, fleas, cockroaches and moths), reptiles and rodent. Price will include delivery installation).	
3.1. Flies	
3.1. Ants	
3.2. Cockroaches	
3.3. Moths	
3.4. Mosquitoes	
3.5. Insect screens for windows/doors/sliding doors price per square meter	
3.6. Rodents	
3.7. Bees	
3.8. Snakes (e.g. fencing price per square meter)	
3.9. Birds	
3.10. Nets per square meter	
3.11. Spikes per meter	
3.12. Bats (e.g. exclusions)	
3.13. Temper proof Bait Containers	
4. Pest control treatment costs (includes transportation, consumables, operational costs per service and on demand basis) per square meter	
4.1. Insects (Flying, crawling, stinging)	
4.2. Bees removal	
4.3. Rodents	

4.4. Termites	
4.5. Weed control (Price per square meter)	
4.6. Birds	
4.7. Bats	
4.8. Snakes: (e.g. repellents)	
4.9. Bait re-fill per container	
5. Pest control surveillance devices in line with section 1.4.6	
5.1. Surveillance camera	
6. Maintenance of installed mechanical deterrent and traps, cost per day.	
6.1. Repair, disposal and maintain service equipment including sanitary. Cost include transportation • Deterrent devices & traps	

ANNEXURE D: SPECIAL CONDITIONS OF THE BID

Bidders are urged to read and take note of the following conditions applicable to this bid:

- These conditions will form part of the signed contractual obligation for the bidder. However, FS DoH reserves the right to include or waive the condition in the signed contract.
- FS DoH reserves the right to award a bid as a whole or per District.
- *FS DoH reserves the right to enter negotiations with the bidder(s) (i.e., before and after the contract is concluded) regarding inter alia price revisions, should it be deemed necessary,*
- The *Department reserves the right to negotiate a flat rate amongst the successful bidders should the differences in cost be determined as exorbitant or unfounded*
- The number of health facilities listed for a period of 3 years (36 months) are not guaranteed. Please note that the number of health facilities can change during the contract period.
- FS DoH accepts that the bidder is sufficiently insured to replace all items lost due to theft, fire, floods etc. but while is under the contractor's possession and not delivered
- All provisions supplied under contract shall be subject to inspection and approval by designated personnel of the Department of Health, where and when available, at the point of delivery.
- The Department reserves the right to conduct inspections of the product and the premises of the supplier without prior notification at any working time during the contract period or prior to entering a contract. In the event of a deviation being observed, the whole consignment shall be rejected.
- Successful bidders will be required to enter into Service Level Agreement with FS DoH.
- The bid may be awarded to multiple bidders to increase participation. The number of bidders to be awarded per District might depend on the number of health facilities.
- Should it be that there are no bidders that qualify for a particular District, the Department reserves the right to recommend any qualifying bidder to render services to that District
- Official orders will be placed during the contract period, as and when required.
- Unless the goods bear the SABS mark of quality, successful bids will be compelled to submit inspection certificates issued by the SABS with each consignment before such goods could be accepted and invoices paid.
- Delivery after receipt of an official order shall be strictly within agreed pest control service schedule unless there is a need for an emergency.
- Payment will be effected only after receipt of a detailed invoice and a signed delivery note to the nominated destination. Endorsed pest control report of the services rendered shall accompany the invoice.
- The bidder/s shall indemnify the department herewith from any claim from a third party and all cost or legal expenses 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.
- The Department of Health reserves the right to appoint or not to appoint service provider(s).
- The Department of Health reserves the right to suspend / terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- The Department of Health reserves the right to request further information from the bidder/s anytime.
- The Department of Health reserves the right to verify information and documentation of the bidder/s.
- The Department of Health reserves the right to make sure that the bidder(s) have at their disposal the necessary infrastructure to execute the contract to the satisfaction of the Department of

Health prior to the awarding of the contract.

- The Department of Health reserves the right to inspect the operation or any part thereof during the evaluation phase of the Bid.
- The Department of Health reserves the right to conduct site assessment visits to the shortlisted bidders when necessary.
- Successful bidders must advise the Contract Management Unit of the department of Health, immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.
- The administration and facilitation of the contract will be the responsibility of Contract Management Unit of the Health institution and all correspondence in this regard must be directed to the specific institution.
- Orders will be placed by various/selected health institution and will be responsible for the payment to contractors for pest control services rendered.

DECLARATION OF ACCEPTANCE	**ACCEPT ALL**
The Service provider declares to accept all the Special Conditions mentioned above, thus please indicate with a tick in the accept all.	
Signature_____ Date_____	

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

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.

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

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

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

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

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

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

3.5 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.

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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.

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

3.7 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
(FOR ALL SPECIFIC GOALS)

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 90/10 preference point system.~~

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where
Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

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

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.

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 specific goal 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)	The weight/s to be broken-down as follows:	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
GENERAL				
Women	4	• 50%-100% Woman ownership = 4 points • 1%-49% Woman ownership =2 point • 0% Woman ownership = 0 points		• **RSA identity document** **OR** • **Valid RSA driver's license issued by the relevant authority** **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	4	• 50%-100% Youth ownership = 4 points • 1%-49% Youth ownership = 2 points • 0% Youth ownership = 0 points		• **RSA identity document** **OR** • **Valid RSA driver's license issued by the relevant authority** **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
People with disability	2	• 100% Ownership =2 points • 0% Ownership = 0 points		• **Sworn affidavit signed by the company representative and attested by the Commission of Oaths.**
Free State based company (NB: the institutions must ensure that this specific goal is	10	• Free State based company = 10 points		• **Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a**

aligned to the district they are situated in.		• Not Free State based company = 0 points		**Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached) OR** **• Lease agreement OR** **• Title deeds OR** **• Permission to occupy land signed by the traditional authority OR** **• A letter of confirmation of the address signed by the ward councillor**

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable

arrangements due to such cancellation;

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

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SWORN AFFIDAVIT

I, the undersigned,

Full Name & Surname	
Identity Number	
Number of shares (percentage) owned by the person	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I have a Disability and I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf.

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (Cc, (Pty) Ltd, Sole Prop etc.):	
Nature of Business	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

4. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

Deponent Signature: _____

Date: _____

_____

Commissioner of Oaths (Signature & Stamp)

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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37)	Cession	10
38)	Acceptance of the Special Conditions of Contract and/or General Conditions of Contract	10
39)	The company must complete the following	10

THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID / QUOTATION:

1) INVITATION OF QUOTATIONS

Quotations with the value above R500 000 may not be invited for the period less than 7 days before closing.

If due to circumstances that there is a need to close the quotation within the period less than 7days, the intention to invite the supplier for the lesser period should be indicated in the Demand Form. **Minimum of three quotations must still be obtained in this regard.**

2) EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 80/20.

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	80 points
Specific goals	=	20 points
Total points	=	100 points

3. THE APPLICATION AND IMPLEMENTATION OF THE PRERERENTIAL PROCUREMENT SPECIFIC GOALS

3.1 The institutions must apply the 80/20 Preferential Point System to all the bid above R1 million. The following Specific goals are applicable to all the requests for quotations within the Department

Specific goal	Applicable weight	The weight/s is to be broken down as follows:	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
Woman	4	• 50%-100% Woman ownership = 4 points • 1%-49% - Woman ownership =2 point • 0% Woman ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.
Youth	4	• 50%-100% Youth ownership = 4 points • 1%-49% Youth ownership = 2 point • 0% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the

			percentage of shares owned by the individual Director/s.
People with disability	2	• 100% Ownership = 2 points • 0% Ownership = 0 points	• Sworn affidavit signed by the company representative and attested by the Commission of Oaths
Free State based company	10	• Free State based company = 10 points • Not Free State based company = 0 points	• Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached) OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councillor

4) Once-off bid prices

4.1 Firm prices:
Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding.

5) Period Contract Prices

5.1 1st year of the contract period:

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

5.2 2nd year and rest of the contract period – Prices subject to escalation

5.2.1 A request for price adjustment due to statutory increases on period contracts will be considered **after** the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

5.2.2 **In order to be considered for price increases from the 2nd year** of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.

5.2.3 **Submitting of price adjustment claims:**

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.

Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price. Proof from the bank for rate of exchange applicable to the bid at time of bidding **must** be attached to the bid document.

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

5.2.4 Documentary proof for price adjustments:

(i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.

(ii) The following information must be supplied when claims for rate of exchange variations are lodged:

- Documentary evidence of currency and amount paid to foreign supplier
- Supplier's invoice
- Bill of entry/landing
- Copy of institutions order, delivery note and invoice

5.2.5 Failure to comply with the conditions as per par. 5.2.2 to 5.2.4 **will invalidate** the claim.

6) Qualification of bid / quotation documents

6.1 The invitation form (SBD 1 / Quotation Invitation Form) must be **completed in full, stamped where it is required and signed originally** (in black pen ink) by the person in the company who is authorised to do so. **Failure to sign the offer will invalidate the offer.**

6.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are *retyped, transmitted by facsimile, electronic mail or changed in any other way,* **will** invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

7) Applicable Declarations – SBD 4, SBD 6.1:

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

7.1 **SBD 4 – Declaration of Interest**

All the state employees are not allowed to do a business with the Free State Department of Health.

8) Corrections to documents:

8.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes. Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner **will** invalidate the bid or the relevant item, or the relevant clause.

8.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation will not be taken into consideration.

8.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

8.4 Where **specific goal points** are claimed on the SBD 6.1 form, the form must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will** not be considered.

8.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will** not be considered. Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

9) Tax Clearance Certificates

9.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

9.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.

9.3 Period Contracts: Should the bid be accepted; the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.

9.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

10) Compulsory Explanatory Meeting and / or Site Visit

10.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend **will invalidate** the bid. **In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.**

10.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.

10.3 Information already provided at the meeting will not be repeated to late attendees.

10.4 A copy of the minutes of the meeting can be made available to companies on request.

11) Payment to suppliers

Payments will be handled as prescribed by the PFMA and will normally be affected within 30 days of receipt of all the required documentation, which should be correct in every respect.

12) Legislation / Laws

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

13) Validity period of bid

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day.

14) Quantities

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities.
Where quantities are specified, "as required" the quantities will be ordered as and when needed.

15) Samples

15.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name.

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

15.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.

15.3 Samples shall be supplied by the bidder at his/her own expense and risk.

15.3.1 Samples of the successful company will be kept with the Department until the end of the contract period and will be retuned to the company only if so stated in the bid/quotation documents.

15.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

16) Bid prices

16.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.

16.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.

16.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

17) Price lists

Price lists **will not** be considered for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

18) Specification – company's response

Where a specification provides for the company's response to the different points of specification, the bidder's part must be properly completed or the bid or the relevant item will be disqualified. **Where items deviate from the requirement, the deviation must be indicated.**

19) Adjudication of bid

19.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act,2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.

19.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

19.3 In the event of a bid being awarded as a result of specific goal points claimed in terms of the revised Preferential Procurement Regulations 2022, the contractor may be required to furnish documentary proof to the satisfaction of the Department.

19.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the specific goal points for B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

19.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:

19.3.3 Disqualify the bidder or person from the bidding process;

19.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

19.3.5 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;

19.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

19.3.7 Forward the matter for criminal prosecution.

20) Restriction of business interest of employees conducting business with the Provincial Government

An employee may not have a business interest in any entity conducting business with the Provincial Government.

21) Compliance to contract

21.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

21.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

22) Contract signing

In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department **will not** enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.

23) **Financial schedules**
The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

24) **Declaration of Interest**
Failure to declare interest on the part of the company or officials from the Department is unacceptable, which **will** lead to the bid/quotation not being considered.

25) **Descriptive literature / brochures / pamphlets**
If so required, the company must supply descriptive literature, brochures or pamphlets.
Descriptive literature is regarded as text and photos as issued by the original manufacturer.

26) **Performance Security / Surety**
A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

27) **Accredited representative**
If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

28) **Equipment exceeding specifications**
There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.

29) **Delivery and documents**
If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

30) **Insurance**
Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.

31) **Incidental services**
Incidental services if so required will be handled as specified in the bid document.

32) **Spare parts**
Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

33) **Warranty**
32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

34) **Penalties**
Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

35) **Settlement of disputes**

The parties hereby agree that in the case of a dispute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

36) **Termination of contracts: Unfulfilled orders**

On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

37) **Cession of contracts**

The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

38) **Acceptance of the Special Conditions of Contract and General Conditions of Contract**

Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered.

39) **THE COMPANY MUST COMPLETE THE FOLLOWING:**

I, ...in my capacity as ..... of the company, hereby certifies that I took note and accept the above-mentioned Special Conditions of Contract.

....

SIGNATURE **CAPACITY**

Contact person of company: .....

Tel. of Company: (.....) ..... **Fax of Company: (.....)** .....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

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

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.

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