



APPOINTMENT OF EXPERIENCE AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF HYGIENE SERVICES FOR THE PERIOD OF THREE YEARS (36 MONTHS)

TENDER NUMBER NWPL05/24/25

CLOSING DATE 12 NOVEMBER 2024

CLOSING TIME 11H00 am

DATA SHEET FOR TENDERERS

TENDER DESCRIPTION	APPOINTMENT OF EXPERIENCE AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF HYGIENE SERVICES FOR THE PERIOD OF THREE YEARS (36 MONTHS)
TENDER CLOSING DATE:	12 NOVEMBER 2024
OWNER	NORTH WEST PROVINCIAL LEGISLATURE
ADDRESS	NORTH WEST PROVINCIAL LEGISLATURE BUILDING, DR JAMES MOROKA DRIVE, MMABATHO 2735
TENDER DOCUMENT LOCATION	www.nwpl.gov.za
OPEN FOR ACCEPTANCE:	90 DAYS FROM TENDER CLOSING
COMPULSORY BRIEFING MEETING:	<p>COMPULSORY BRIEFING SESSION WILL BE HELD AT 10H00am ON THE 29 OCTOBER 2024 AT THE NORTH WEST PROVINCIAL LEGISLATURE BUILDING, COMMITTEE ROOM 1, DR JAMES MOROKA DRIVE.MMABATHO 2735.</p> <p>FAILURE TO ATTEND THE COMPULSORY BREIFING SESSION WLL AUTOMATICALLY RESULTS THE BIDDER TO BE DISQUALFIED.</p>

INVITATION TO BID

BID NO NWPL 05/24/25: APPOINTMENT OF EXPERIENCE AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF HYGIENE SERVICES FOR THE PERIOD OF THREE YEARS (36 MONTHS).

1.1. You are hereby invited to bid for the abovementioned bid. Kindly receive the attached documents for full completion and to be returned with the bid documents as follows:

- SBD 1. Invitation to bid
- SBD 4. Bidders Disclosure Form
- SBD 6.1 Claim Form in terms of the Preferential Procurement Regulations of 2022
- SBD 7.2. Contract Form – Rendering of Service
- SBD 8. Declaration of the bidders past Supply Chain Management Practices
- SBD 9. Certificate of Independent Bid Determination
- The conditions contained in the General Conditions of Contract (GCC), as well as any special conditions relating to this bid are applicable.

1.2. Duly completed and signed documents must be put in a clearly marked envelope with the following information;

Bid No **NWPL05/24/25**

Closing date **12 NOVEMBER 2024**

Closing time **11H00am**

1.3. No telegraphic or facsimile bids will be considered.

1.4. The NWPL reserves the right to accept the bid in whole or in part and does not bind itself to accept the lowest or any bid.

1.5. For more information on the technical specifications please contact

Technical : Mr Mononotshi Mongwaketsi @ 018 392 7604/7000

Bid Info : Mr Kagiso Metsileng @ 018 392 7026

- There will be a **compulsory briefing session** for the tender on the 29 October 2024 at 10h00am NWPL Building, Ground Floor, Committee Room No 1. Bidders who will be attending the compulsory briefing session are advised to bring along their identity documents to be allowed into the building.
- Enquiries received after 14:00 on the **4TH November 2024** will not be attended to.

- The Tender box is situated on the ground floor of the Legislature Building:

North West Provincial Legislature Building

Dr James Moroka Drive

Mmabatho

2735

1.6. Bid requirements:

1.6.1. Late bids will not be considered

1.6.2. Validity Period is ninety (90) days.

1.6.3. All bids must be quoted in SA Rand value

1.6.4. All relevant documents must be completed in ink signed and initialized of page

1.6.5. Use of correction pen (*tippex*) and pencil in the bid document will render the document invalid.

1.6.6. Cancellations made in the bid documents should be endorsed by signature of the relevant signatory.

2. EVALUATION CRITERIA

2.1. Evaluation Phase One – SCM Administrative Requirements

2.2. Evaluation Phase Two – Returnable Documents

2.3. Evaluation Phase Three – Functionality

2.4. Evaluation Phase Four – 80/20 Preference Points

2.1 PHASE 1 – SCM ADMINISTRATIVE COMPLIANCE

Bids received will be verified for completeness and correctness. The North West Provincial Legislature reserves the right to accept or reject a bid based on the completeness and correctness of the documentation and information provided.

Bidders are to ensure that they submit the following documentation / information with their bid.

DOCUMENT	COMMENTS
Original Tender Document Issued	Completed and <i>initialize each page</i>
SBD 1 (Invitation to Bid)	Completed and signed
SBD 4 (Bidders Disclosure)	Completed and signed
SBD 6.1 (Preferential Procurement Point)	Completed and signed
SBD 7.2 (Rendering of Service)	Completed and signed
SBD 8 (Declaration of Bidder's past supply chain management practices)	Completed and signed
SBD 9 (Certificates of Independent Bid Determination)	Completed and signed
Completed and Signed Form of Offer and Acceptance	Completed and signed
Complete Bill of Quantities filled in clearly legible and in permanent ink	Completed and signed

2.2. PHASE 2 – RETURNABLE DOCUMENTS

Individual or Joint Venture (JV), companies must ensure that the following documents are attached:

- 2.2.1. Valid Company Registration Certificate (CIPC)
- 2.2.2. Valid Certified Copies of ID(s) Directors or Main Shareholders
- 2.2.3. Valid Tax Compliance Status with PIN
- 2.2.4. Valid Certified: Certificate of Good Standing Compensation Commissioner
- 2.2.5. Valid Certified: Proof of Insurance Cover (Public Liability)
- 2.2.6. Valid Certified: Registration Certificate issued by the Department of Environmental Affairs (Sanitary Waste Removal and Disposal) – (Proof of Ownership OR Lease Agreement)
- 2.2.7. Waste Removal License – License to transport Sanitary Waste (Hazardous Material) - (Proof of Ownership OR Lease Agreement)

PLEASE NOTE: PROPER CERTIFICATION OF DOCUMENTS MEANS:

- A copy of the original document must be certified with an original certification stamp. No Certified copies of copies will be accepted
- Certification must be signed by a registered commissioner of oaths, or at the police station, it must be dated, and the date stamp must not be older than six (6) months.

PHASE 3: FUNCTIONALITY

A. The Functionality Weighting Applicable to this BID

Functionality may only be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

No.	FUNCTIONALITY CRITERIA-TENDER RATING MATRIX			A	B	C
				WEIGHTING	MAXIMUM SCORE	TENDER SCORE
1	Skills and Capacity to Deliver	<p>Key personnel for the project i.e., Site Manager with relevant qualification experience (Certificate in Cleaning Services or Diploma in Environmental Health, Certificate in Hygiene Services)</p> <p><i>Proof of Qualification – Submitted = 5; Not Submitted = 0</i></p> <p><i>Experience - {0 - 3yrs = 1; 4 - 9yrs = 3; 10yrs and above = 5}</i></p> <p>No Points will be allocated when CV with certified copies of qualifications is not attached.</p>	10	35		
		<p>Key personnel for the project i.e., Staff with relevant qualification experience (Certificate in Cleaning Services or Diploma in Environmental Health, Certificate in Hygiene Services)</p> <p><i>Proof of Qualification – Submitted = 5; Not Submitted = 0</i></p> <p><i>5 Staff + > 5 Years = 10, 4 Staff+ > 3 Years = 7, 3 Staff+ > 1 Year = 4; 2 staff > 1 Year = 1</i></p> <p>No Points will be allocated when CV with certified copies of qualifications is not attached.</p>	15			

		Key personnel for the project Qualified Safety Officer/Environmental Officer with relevant qualification experience (Certificate in Cleaning Services or Diploma in Environmental Health, Certificate in Hygiene Services) <i>Proof of Qualification – Submitted = 5; Not Submitted = 0</i> <i>Experience - {0 - 3yrs = 1; 3 - 9yrs = 3; 10yrs and above = 5}</i> No Points will be allocated when CV with certified copies of qualifications is not attached.	10		
2	Company work experience	4 or more successfully completed projects in Hygiene Services or similar projects in the last 5 years. <i>Appointment Letter OR Purchase Order and Signed off Reference Letter</i>	20	20	
		3 or more successfully completed projects Hygiene Services or similar projects in the last 5 years. <i>Appointment Letter OR Purchase Order and Signed off Reference Letter</i>	15		
		2 or less successfully completed projects Hygiene Services or similar projects in the last 5 years. <i>Appointment Letter OR Purchase Order and Signed off Reference Letter</i>	10		
		1 or less successfully completed projects Hygiene Services or similar projects in the last 5 years. <i>Appointment Letter OR Purchase Order and Signed off Reference Letter.</i>	5		
3	Bank Rating	The bank certificate with the original stamp; <i>within 6 months from date of tender.</i> A - rating	10	10	
		The bank certificate with the original stamp; <i>within 6 months from date of tender.</i> B – rating	8		
		The bank certificate with the original stamp; <i>within 6 months from date of tender.</i> C – rating	6		
		The bank certificate with the original stamp; <i>within 6 months from date of tender.</i> D – rating	4		
		The bank certificate with the original stamp; <i>within 6 months from date of tender.</i> E & F - rating	2		
4	Methodology (The Company's methodology should include but not limited to the following):	A) Project plan detailing the project implementation and rollout plan for cleaning and hygiene services to ensure that services are activated at contract start date.		35	
		I. Staff Capacity = 5 II. Contingency plan = 5 III. Include Quality Control, Safe Work Procedures, Standard Operating Procedure = 10	20		
		B) Delivery Capacity demonstrating that they have the necessary capacity to provide the required service, this may include but not limited to the following:			
		I. Equipment = 5 II. Support Management Structure = 5 III. Health & Safety Plan = 5	15		
Total Score (100%)				100%	

BIDDERS NEED TO REACH A MINIMUM OF (70) TO QUALIFY TO THE NEXT STAGE OF EVALUATIONS

PHASE 4: PRICE AND PREFERENCE POINTS

The bid will be evaluated on Price and Specific Goals., where 80 points will be allocated for price and 20 points allocated for specific goals. Bidders must qualify on all phases to be considered for this final phase. The bidder who is awarded the highest points on price and Specific Goals at this stage will be awarded the bid.

1	PRICE				80
2	SPECIFIC GOALS	POINTS	EVIDENCE REQUIRED	POINTS	20
2.1	HDI GOALS			7	
	Black	4	ID Document / CSD		
	Women	2	ID Document		
	Disabilities	1	Medical Certificate		
3	Promotion of Youth	3	Valid Proof of ID Document	3	
4	LOCALITY			10	
	Enterprise Located in North West Province	10	A Municipal Rates Invoice in the Name of the Company Submitting the bid that has been issued within the last three months OR A Signed Lease with Property owner located in that municipality/township OR A Utilities rates statement (Eskom, Telkom fixed lines services) showing the Physical Address and the Company or Director Name		
5	TOTAL				100

The North West Legislature is a National Key Point, and as such the awarded bidder and key personnel will undergo security screening and vetting.



 ADV. L. I. NETSHITUMBU

14/10/24.

 DATE

SECRETARY OF THE NWPL

TERMS OF REFERENCE FOR THE PROVISION OF HYGIENE SERVICES FOR THE PERIOD OF THREE YEARS (36 MONTHS) - NWPL05/24/25.

SECTION 1 – GENERAL

INTENT OF DOCUMENT

The Facilities Management Unit has embarked on a project to outsource the Hygiene Services of the NWPL Building. The purpose of this specification is to provide Hygiene Services to NWPL Building in line with commercial best practice's such as installation of equipment, providing consumables for the equipment and waste management at ablution facilities. The NWPL hereby invites experienced and competent Bidders for the provision of Hygiene Service.

According to section 8(1) of the Occupational Health and Safety Act, Act 1993 (Act no. 85 of 1993), as amended, the employer shall provide and maintain as far as reasonably practicable, a working environment that is safe and without risks to the health of his employees.

In light of this, NWPL aim is to ensure compliance with the Act. And provide a conducive, enabling and healthy work environment for its employees, MPL's and visitors thus the need to appoint an appropriately, qualified and experienced bidder to meet the minimum requirements as stipulated in this Specification. Disposal of waste must be done by a registered professional body.

HYGIENE STANDRDS AND NORMS

- Hygiene detergent must be environmentally friendly (Ammoniated liquid detergent cleaners shall comply with SABS 1225. Acidic water bowl cleaner in powder or granule form shall comply with SABS 1256, and Liquid acidic cleaner for sanitary ware shall comply with SABS 1257. Hygiene product containers must be disposed of, reused and recycled appropriately).
- Disinfectants (Disinfectant liquids of the coal tar type shall comply with SABS 47. Disinfectants containing stabilized chlorine shall comply with SABS 643 Detergent disinfectants based on stabilized inorganic chlorine compound shall comply with SABS 1032, Disinfectants used for automatic dispensers to toilets and urinals shall comply with CKS 459.)

NOTES TO THE SERVICE PROVIDER

- The provision of the Hygiene Services at the offices specified shall implement all the applicable "green cleaning" methodologies and Hygiene Products as dictated by advances in technology. The Service Provider shall take cognizance of this requirement and make their recommendations on their proposal to NWPL.
- It shall be the Service Provider's responsibility to maintain clean, safe, healthy office facilities and eliminate contaminants that affect NWPL employees' health, performance and attendance.

NWPL is committed to the implementation of Hygiene processes and supplies that protect its employees' health without harming the environment.

- The Service Provider shall purchase and utilize environmentally sensitive hygiene products below (please note that this list is not exhaustive).
- The Service Provider(s) shall have use of water and electricity, storage room, office and a rest room free of charge. The exact allocation of facilities will be agreed upon once the needs of both NWPL and other Service Providers have been determined. The Service Provider's use of the facilities is subject to the following conditions:
 - The premises are maintained in a clean and orderly manner, in keeping with good housekeeping principles.
 - The premises are not used for any activities other than those relating to the rendering of the service as specified by this document.
 - NWPL retains the rights of inspection.
 - The Service Provider(s) must supply all furniture and equipment required and ensure that all their staff complies with the regulations in terms of use of the facilities.
 - In conclusion, NWPL will provide what it deems as adequate office and storage facilities for the Service Provider and the Service Provider shall have access to such facilities for the duration of the contract period only.
 - Upon termination and / or conclusion of the contract the Service Provider(s) shall remove all its equipment and material from the premises and hand back keys to NWPL.
 - NWPL will issue all of the Service Provider's staff with personal identification tags at the Service Provider's cost. It will be the responsibility of the Service Provider to ensure that all hygiene personnel on site display their identity tags at all times in such a way as to be fully visible. Subject to satisfying the foregoing, staff failing to display their identification tags may be removed from the site. The Service Provider must take responsibility for deactivation of such cards in cases where staff is no longer in the service of the Service Provider or at the expiry of the contract.
 - NWPL reserves the right to require that all Service Provider personnel be certified fit for duty.
 - All Service Provider staff is to wear protective uniforms, headgear (including goggles, visors and masks) and fully covered shoes and/or boots and gloves (appropriate to their tasks and functions) whilst on duty. The Service Provider shall supply all uniforms, which shall be of good quality and in a style approved by NWPL. All uniforms must bear the name and logo of the Service Provider. Uniforms are to be worn at all times, without any exception.
- The Service Provider shall ensure that all its personnel employed in rendering of the Service are at all times whilst on duty are neatly dressed, presentable and hygienic.
- The Service Provider shall provide relief-staff, in the event of labour unrest, seasonal workload peaks or to replace staff on training, leave or sick leave provided that NWPL's Representative is given reasonable notice and details of this. The Service Provider will bear all costs related to the provision of relief staff.

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- The Service Provider shall be responsible for the provision and replenishment of first aid boxes, which shall be under the control of a trained first aid provider. In cases of emergency, the supervisor on site shall refer the incident to the on-site clinic to access the situation or assistance. Where possible, the NWPL Representative concerned will offer assistance. If there is a cost involved for the provision of such medical emergencies then the Service Provider must bear the costs.
- A complaint register, in which complaints in respect of the service have been recorded, will be made available at an agreed point or points per building. The supervisor must check the entries in the book(s) on a daily basis to ascertain what complaints have been made and to ensure that these receive attention within 24 hours at the most. Complaints must be resolved within 48 hours. All complaints must be registered in writing with the NWPL Representative.
- Ensure any non-compliant hygiene equipment is not used by any person whatsoever in the provision of the hygiene services;
- Ensure all hygiene materials are designed for specific use in specific areas of NWPL Premises;
- Ensure all hygiene equipment to be used in a particular area only is clearly designated for such area and under no circumstances used elsewhere;
- Ensure that its staff is properly trained in the use of hygiene materials and equipment;
- Ensure that equipment used is safe and does not endanger the operator / s or member of the public in the surrounding areas where the equipment is being used.
- The service provider must provide an inventory or a register outlining the name of a hygiene product, the quantities used and the chemicals used shall be provided as required
- Ensure the standards of the equipment shall comply with the following: -
 - All products shall be "fit for the purpose".
 - In the case of electrically operated equipment, products shall comply with the following applicable SABS standard

SECTION 2 – PRICE SCHEDULES

1. General

- 1.1 The conditions of contract and the application of the Contract Price Adjustment Provisions shall be as set out in Part A: Section 1: Preliminaries.
- 1.2 The descriptions in this Price Schedule shall be read in conjunction with the specification.
- 1.3 The unit rate for each item in the Price Schedules shall include for all materials, labour, profit, transport, etc., everything necessary for the execution and complete installation of the work in accordance with the description.
- 1.4 The Price Schedules shall not be used for ordering purposes. Any allowance for off-cuts shall be made in the unit rates.
- 1.5 The rates shall exclude Value Added Tax and the total carried over to the final summary in PART A.
- 1.6 All material covered by this **Specification** shall, wherever possible, be of South African manufacture.

2. PRICING SCHEDULE

BILL OF QUANTITIES					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	HYGIENE SERVICES FOR A PERIOD OF THREE YEARS (36 MONTHS) - XXXXXX				
A	<u>PRELIMINARY AND GENERAL</u>				
1	Site Establishment	Item	1		
2	<u>Health and Safety Compliance</u>				
	(a) Personnel Protective Equipment (Annually)	Item	1		
	(b) Health and Safety File (Annually)	Item	1		
	(c) Medical Surveillance (Annually)	Item	1		
	(d) Safety Representative (Monthly)	Sum	12		
	Carried to final summary				R
B	<u>HYGIENE SERVICES AND MAINTENANCE OF EQUIPMENT</u>				
1.	Hygiene Deep Clean (Ablution Facilities)	m ²	1		
2.	Waste Disposing of Sanitary Towels at designated areas (Weekly)	Item	1		
3.	Sani Fluid Refills (Weekly)	Item	1		
4.	Sanitary Bins Service (Weekly)	Item	1		
5.	Paper Towel Dispenser (To be filled with roller towels)	Item	1		
6	Automatic Air Freshener Dispensers with Timer	Item	1		
7	Sanitary Towel Bins	Item	1		
8	Plastic bags for the disposal of soiled Sanitary Towels	Item	1		
9	Sanitary Wipe Dispensers and Refills	Item	1		
10	Toilet Soap Dispensers	Item	1		
11	Urinal Sanitiser Dispensers	Item	1		
	Note: The weekly schedules of the Sanitary Services will include inspection and refill. Waste Disposing of Sanitary Towels must be inclusive of traveling costs				
	Carried to final summary				R
C					

SUPPLY, INSTALLATION AND COMMISSIONING OF HYGIENE EQUIPMENT

1	Folded Paper Towel, 600 Towel Capacity, Manual Dispense System	Item	1
2	Wall Mounted Dustbin, 27 Litre Capacity	Item	1
3	Foam Soap Dispenser, Manual, 800 ml Capacity	Item	1
4	Sanitary Bins Minimum 12 Litre Capacity	Item	1
5	Sanitary Bag Dispenser, 30 Bag Capacity, Wall Mounted, Manual	Item	1
6	Toilet Seat Sanitizer Spray Dispenser, Manual	Item	1
7	Toilet Seat Wipe Dispenser	Item	1
8	Toilet Roll Dispenser, 3 Rolls Capacity, Wall Mounted	Item	1
9	Auto Sanitizer (Flush Activated) for Urinals and Toilets, 700 ml Capacity, Wall Mounted	Item	1
10	Air Freshener Dispenser, Wall Mounted, Automated	Item	1
11	Toilet Brush and Holder	Item	1
12	Extractor Fan	Item	1
13	Hand dryer (Stainless Steel)	Item	1

Carried to final summary

R

D

DECOMMISSIONING OF EXISTING SANITARY EQUIPMENT

1	Folded Paper Towel, 600 Towel Capacity, Manual Dispense System	Item	1
2	Wall Mounted Dustbin, 27 Litre Capacity	Item	1
3	Foam Soap Dispenser, Manual, 800 ml Capacity	Item	1
4	Sanitary Bins Minimum 12 Litre Capacity	Item	1
5	Sanitary Bag Dispenser, 30 Bag Capacity, Wall Mounted, Manual	Item	1
6	Toilet Seat Sanitizer Spray Dispenser, Manual	Item	1
7	Toilet Seat Wipe Dispenser	Item	1
8	Toilet Roll Dispenser, 3 Rolls Capacity, Wall Mounted	Item	1
9	Auto Sanitizer (Flush Activated) for Urinals and Toilets, 700 ml Capacity, Wall Mounted	Item	1
10	Air Freshener Dispenser, Wall Mounted, Automated	Item	1
11	Toilet Brush and Holder	Item	1
12	Extractor Fan	Item	1
13	Hand dryer (Stainless Steel)	Item	1

SPECIAL TERMS AND CONDITIONS

- 4.1. NWPL cannot award contracts to provide goods and services to a Member of Legislature or Executive, A Member of a Provincial Legislature or Member of the Provincial Executive Council, a Municipal Councillor, a person employs of state whose participation in bidding for the contract may result in a conflict of interest, or any entity in which any of the mentioned persons is a director or has controlling or other substantial interest.
- 4.2. Bidders must certify that the personnel identified in its response to this bid will be the persons actually assigned to NWPL. Any changes in the personnel from those identified in the response to the bid must be approved by NWPL. The NWPL, at its discretion, require the removal and replacement of any of the service provider's personnel who do not perform adequately.
- 4.3. Prospective bidders must submit their questions to kagiso@nwpl.org.za or contact the person assigned to deal with enquiries on the advertisement for this bid.
- 4.4. The NWPL reserves the right not to award this bid in total or part thereof.
- 4.5. The NWPL reserves the right to award this bid to one or more bidders.
- 4.6. The successful bidder/s must enter into a formal service level agreement with NWPL upon appointment and must go through a security clearance process.
- 4.7. The successful bidder/s /must be willing to sign confidentiality or non-disclosure agreement.
- 4.8. The successful bidder/s must ensure that they have the adequate, latest equipment throughout the duration of the contract for each for each of the services they are bidding for.
- 4.9. All times referred to in this document are Standard South African Time (SAST)
- 4.10. The NWPL supports the spirit of Broad-based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. It is against this background, the NWPL condemns any form of fronting.

5. VETTING

The North West Provincial Legislature building is a National Key Point and such, the recommended bidders' employees will be subjected to security screening and vetting

**PART A
INVITATION TO BID**

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	NWPL05/24/25	CLOSING DATE:	12 NOVEMBER 2024	CLOSING TIME:	11H00am
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DESCRIPTION APPOINTMENT OF EXPERIENCE AND COMPETENT SERVICE PROVIDER TO BID FOR THE PROVISION OF HYGIENE SERVICES FOR THE PERIOD OF THREE YEARS (36 MONTHS)

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

The North West Provincial Legislature

Dr James Moroka Drive

Mmabatho

2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mr K Metsileng	CONTACT PERSON	Mr M. Mongwaketsi
TELEPHONE NUMBER	066 197 8747	TELEPHONE NUMBER	066 245 9435
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	kagiso@nwpl.org.za	E-MAIL ADDRESS	mononotshi@nwpl.org.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]
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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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 - 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

FORM OF OFFER AND ACCEPATANCE

FORM OF OFFER

The offered total of the prices inclusive of Value Added Tax for each of the two Tenders are:

TENDER NAME & DESCRIPTION	AMOUNT
APPOINTMENT OF EXPERIENCE AND COMPETENT SERVICE PROVIDER TO BID FOR THE HYGIENE SERVICES FOR A PERIOD OF THREE YEARS (36 MONTHS)	
CARRIED FORWAD FROM THE BOQ (AMOUNT IN WORDS)	
.....	
.....	R.....
.....	
.....	
TOTAL INCLUDE VAT	R.....

NB: Should there be a discrepancy between the amounts in figures and words, the amount in words shall govern.

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature (of Person authorised to sign the Tender):

Name (of Signatory in capitals):

Capacity (of Signatory):

Name of Tenderer (Organisation):

Address of Tenderer:

.....

Telephone number: Fax number:

E-mail address: Date:

[Failure of a Tenderer to complete and sign this form will invalidate the tender]

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.

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.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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 preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
PROMOTION OF HDI	n/a	7	n/a	
<ul style="list-style-type: none"> • Black (4) • Women (2) • Disabilities (1) 		4 2 1		
LOCALITY		10		
<ul style="list-style-type: none"> • Promotion of Enterprise Located in the North West Province 	n/a	10	n/a	
Promotion of Youth	n/a	3	n/a	
TOTAL		20		

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:

.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

6.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas used to calculate prices;
 - (d) The intention or decision to submit or not to submit, a bid;
 - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

10. 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.

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

.....

Signature

.....

Position

.....

Date

.....

Name of Bidder

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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