

PART A
INVITATION TO BID

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

BID NUMBER:	SCMU3-25/26-0018-HO	CLOSING DATE:	26th AUGUST 2025	CLOSING TIME:	11H00
BID BRIEFING	NON-COMPULSORY (Virtual)	BRIEFING DATE:	8th AUGUST 2025	BRIEFING TIME	11H00
DESCRIPTION	SUPPLY AND DELIVERY OF CLEANING CHEMICALS AND LAUNDRY DETERGENTS TO EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS				

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

SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF HEALTH

GROUND FLOOR, GLOBAL LIFE BUILDING

BHISHO,5605

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Ms Noluvuyo Ndabula	CONTACT PERSON	Ms Noluvuyo Ndabula
TELEPHONE NUMBER	040608 9699	TELEPHONE NUMBER	040608 9699
FAX NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	noluvuyo.ndabula@echealth.gov.za	E-MAIL ADDRESS	noluvuyo.ndabula@echealth.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

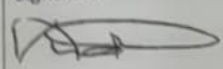
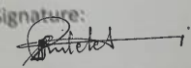
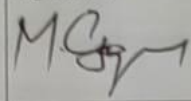
SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

SCMUS-25/26-0018-HO: SUPPLY AND DELIVERY OF CLEANING CHEMICALS AND LAUNDRY DETERGENTS TO EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS

Drafted by	Date: 20/06/2025	Name: Ms N. Ndabula	Signature: 
Reviewed by	Date: 22 July 2025	Name: Mr P. Mtheleli	Signature: 
Approved by Bid Specification Committee	Date:	Name: Mr M. Gqotana	Signature: 
Advert approved by	Date:	Name: Ms C. Mgijima	Signature:

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1. DEFINITIONS

The rules of interpretation and defined terms contained in the General Conditions of Contract (GCC) shall apply to this invitation to bid unless the context requires otherwise.

In addition the following terms used in this invitation to bid shall, unless indicated otherwise, have the meanings assigned to such terms in the table below.

ECDoH	means the Eastern Cape Department of Health acting for and on behalf of the Eastern Cape Provincial Government;
Invitation to bid	means this invitation to bid comprising ○ The cover page and the table of content and definitions ○ Part 1 which details the Conditions of Bid; ○ Part 2 which details the Conditions of Contract and Operational Requirements; ○ Part 3 which details the bid strategy ○ Part 4 which details the Terms of Reference relating to the Technology / Services ○ Part 5 which contains all the requisite bid forms and certificates; As read with GCC– <i>General Conditions of Contract</i>
Goods	means the requirements defined on the cover page of this invitation to bid and described in detail in the Specifications;
Specifications	means the specifications contained in Part 4 of this invitation to bid;

- **“All applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of contract;
- **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- **“EME”** means any enterprise with an annual total revenue of R5 million or less;

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- **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
 - **"Functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder
 - **"Non-firm prices"** means all prices other than "firm" prices;
 - **"Person"** includes a juristic person;
 - **"Rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
 - **"Sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract
 - **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
 - **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
 - **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

PART 1
CONDITIONS OF BID
1. BACKGROUND AND INTRODUCTORY PROVISIONS

1.1 INTRODUCTION

The vision of the Eastern Cape Department of Health (ECDoH) is to provide value-based procurement services at all levels (Provincial and at local facility site level) that will support in promoting equal access to a clean reliable linen, patient, staff clothing and facilities for the public that aids in the provision of quality patient care.

ECDoH intends to engage suitably qualified suppliers for Supply and Delivery of Cleaning Chemicals & Laundry Detergents, and Hazard Analysis and Critical Control Point (HACCP) certified / compliant products to all its Institutions and Districts for a period of 36 months.

1.2. BACKGROUND

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

- The Constitution of South Africa as Amended (Act No. 108 of 1996), Chapter 2, Section 27;
- National Health Act, No. 61 of 2003;
- Environmental Regulations for the Workplace;
- National Infection and Prevention Control Policy;
- Occupational Health and Safety Act, 1993 (Act no 85 of 1993);
- Compensation of Injury Diseases Act 130 of 1993 as amended;
- Unemployment Insurance Act 63 of 2001;
- Environmental Act;
- Foodstuffs, Cosmetics and Disinfectants Act (Act 54 of 1972)
- National Road Traffic Act (Act 93 of 1996)

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

1.3. NATIONAL STANDARDS

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

- SANS 1044:2012: Industrial Laundry Detergents;
- SABS 296:1993: Sodium Hypochlorite Solutions;
- SABS 1828: 2000: Cleaning Chemicals for use in the Food Industry;
- SANS 9001:2008: Quality management systems – Requirements;
- SANS 10228: The identification and classification of dangerous goods for transport;
- SANS 10229-1: Transport of dangerous goods – Packaging for road and rail transport;
- SANS 11014-1/ISO 11014-1 (SABS ISO 11014-1), Safety data sheet for chemical products;
- 5779:2008: Fluorescent whitening agent content of laundry detergents;
- SANS 6081- Cleaning efficiency of low-foam laundry detergents;
- SANS 6082 – Cleaning efficiency of high foam laundry detergents; and
- SANS 5806 - Foam height of laundry detergents.
- NCRS 51276;51650; 53704; 53610 Or 53727; 53624; 54476 & VC8054:2017.

For the applicable item specific Chemicals and Laundry detergents standard Bidders must refer to:

Annexure A - Specification and Pricing Schedule

Country of Origin

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

1.4. OBJECTIVE

Chemicals for cleaning and laundry are identified as a strategic category for the ECDoH. The primary function is to disinfect and clean contaminated linen, patient and staff clothing as well as the Hospital facilities. The suppliers are to ensure that products supplied shall be of good quality as indicated in this specification. The suppliers must ensure that they have a capacity and capability to supply products and quantities as indicated in the specification. The suppliers shall ensure that product supplied complies with all the relevant South African legislation. The ECDoH and the relevant end users expect a product of the obligatory quality delivered in all instances in line with the defined requirements stated in this specification.

2. OFFER AND SPECIAL CONDITIONS

- 2.1 Without detracting from the generality of clause 2.2 below, bidders must submit a completed and signed Invitation to Bid form (SBD 1) and requisite bid forms attached as Part 5 with their bids.
- 2.2 **All bids submitted in reply to this invitation to bid should incorporate all the forms, parts, certificates and other documentation forming part of this invitation to bid, duly completed where required.**
- 2.3 **It is a requirement that bidders must register on the Central Supplier Database before submitting the bid.**
- 2.4 In the event that any form or certificate provided in Part 5 of this invitation to bid does not have adequate space for the bidder to provide the requested details, the bidder should attach an annexure to such form or certificate on which the requested details should be provided and the bidder should refer to such annexure in the form or certificate provided.

3. CLOSING TIME OF BIDS AND PROVISIONS RELATING TO SUBMISSION OF BIDS

- 3.1 The closing time for the receipt of bids in response to this invitation to bid is detailed on the cover page of this invitation to bid.
- 3.2 All bids must be submitted in a sealed envelope bearing the bid number, bid description and closing date.
- 3.3 All bids must be received before the closing time and date stipulated above and must be posted to or deposited in the bid box at the address detailed on the cover page of this invitation to bid. Bids must be delivered to the address below on or before **11.00 hours on the 26th August 2025**

**Address: Supply Chain Management
Department of Health
Ground Floor, Global Life
Bisho, 5605.**

4. QUESTIONS AND ANSWERS PROCESS

ECDOH will receive questions sent by Bidders by email to be directed to this email address: noluvuyo.ndabula@ehealth.gov.za ECDOH will in return respond within 7 working days to the questions by email to all registered prospective Bidders. Responses will include a copy of the questions and corresponding responses. The identity of a Bidder who has directed questions to ECDOH will not necessarily be disclosed by ECDOH in such responses

5. NON-COMPULSORY BID BRIEFING

A virtual Non-Compulsory Bid Briefing session will be held on the 8th August 2025 at 11h00. Bidders must send an email to Noluvuyo.ndabula@ehealth.gov.za to get the link for the virtual briefing meeting on or before **7th August 2025**

6. TAX CLEARANCE

Bidders must ensure compliance with their tax obligations.

7. PRICING

- 7.1. The bidder must submit details regarding the bid price for the Services on the Pricing Schedule form/s attached as Part 5 – Schedule B which completed form/s must be submitted together with the bid documents.
- 7.2. Pricing must be stipulated INCLUSIVE OF VALUE ADDED TAX
- 7.3. It is an express requirement of this invitation to bid that the bidders provide some transparency in respect to their pricing approach. In this regard, bidders must indicate the basis on which they have calculated their pricing by completing all aspects of the Pricing Schedule form Part 5 – Schedule B.

8. DECLARATION OF INTEREST

The bidder should submit a duly signed declaration of interest (SBD 4) together with the bid. The declaration of interest is attached as Part 5 – Schedule C.

9. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

The bidder must complete the declaration and sign accordingly to submit with the bid. The declaration of bidder's past supply chain management practices is attached as Part 5 – Schedule D

10. CERTIFICATE OF BID DETERMINATION

Bidders must complete the declaration and sign accordingly to sub with the bid the Declaration of Bid Determination attached as Part 5 – Schedule E.

11. QUALIFICATIONS OF BIDDERS

Bidders must submit detailed information **including certified copies of certificates** together with their bid of their experience in the relevant trade together with present contracts (**description of contract, contract period, contact person and telephone numbers**). These details should be submitted together with the bid on the form attached as Part 5 – Schedule D.

12. PARTNERSHIPS AND LEGAL ENTITIES

In the case of the bidder being a partnership, close corporation or a company all certificates (CK documents) reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the bid. These details should be submitted on the form attached as Part 5 – Schedule E

13. CONSORTIUM/JOINT VENTURE

- 13.1 It is recognized that bidders may wish to form consortia to provide the Services.
- 13.2. A bid in response to this invitation to bid by a consortium shall comply with the following requirements: -
 - 13.2.1. It shall be signed so as to be legally binding on all consortium members and must clearly stipulate the terms and conditions;
 - 13.2.2. One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;
 - 13.2.3. The lead member shall be the only authorized party to make legal statements, communicate with the Eastern Cape Department of Health (ECDoH) and receive instructions for and on behalf of any and all the members of the consortium;
 - 13.2.4. A copy of the agreement entered into by the consortium members shall be submitted with the bid. Otherwise, the bid will be disqualified.

14. ORGANISATIONAL PRINCIPLES

The bidder should submit a clear indication of the envisaged authorized organisational principles, procedures and functions for an effective delivery of the required Service at the relevant Institutions with the bid. These details should be submitted on the form attached as Part 5 – Schedule F

15. DETAILS OF THE PROSPECTIVE BIDDERS NEAREST OFFICE TO THE LOCATION OF THE CONTRACT

The bidder should provide full details regarding the bidders nearest office to the Institutions at which the Services are to be provided (see Part 4 of this invitation to bid). These details should be provided on the form attached as Part 5 – Schedule G which completed form, must be submitted together with the bid.

16. FINANCIAL PARTICULARS

Bidder must provide full details regarding its financial particulars and standing, which particulars should be submitted together with the bid on the form attached as Part 5- Schedule H. If no such details are submitted it would be assumed that the bidder is not in good standing with his/her financial institutions and his/her bid may be regarded as non-responsive. Bidders must submit financial statements that are not older than a year to assess financial viability.

17. PREFERENCE POINTS CLAIM FORMS

Part 5 – Schedule I contains the Preference Points Claim Forms in terms of Preferential Procurement Regulations to be completed and signed by the bidder to the extent applicable and returned with this bid.

18. VALIDITY

Bid documentation submitted by the bidder will be valid and open for acceptance for a period of **120 (one hundred and twenty)** calendar days from the closing date and time stipulated on the front cover of this invitation to bid.

19. ACCEPTANCE OF BIDS

The ECDoH does not bind itself to accept either the lowest or any other bid and reserves the right to accept the bid which it deems to be in the best interest of the State even if it implies a waiver by the State, the ECDoH, of certain requirements which the ECDoH, considers to be of minor importance and not complied with by the bidder.

20. NO RIGHTS OR CLAIMS

- 20.1 Receipt of the invitation to bid does not confer any right on any party in respect of the Services or in respect of or against the State, the ECDoH. The ECDoH reserves the right, in its sole discretion, to withdraw by notice to bidders any Services or combination of Services from the bid process, to terminate any party's participation in the bid process or to accept or reject any response to this invitation to bid on notice to the bidders without liability to any party. Accordingly, parties have no rights, expressed or implied, with respect to any of the Services as a result of their participation in the bid process.
- 20.2 Neither the State, the ECDoH, nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligations for any costs or expenses incurred by any party in or associated with any appraisal and/or investigation relating to this invitation to bid or the subsequent submission of a bid in response to this invitation to bid in respect of the Services or any other costs, expenses or liabilities of whatsoever nature and incurred by bidders in connection with or arising out of the bid process.

21. NON-DISCLOSURE, CONFIDENTIALITY AND SECURITY

- 21.1 The invitation to bid and its contents are made available on condition that they are used in connection with the bid process set out in the invitation to bid and for no other purpose. All information pertaining to this invitation to bid and its contents shall be regarded as restricted and divulged on a "need to know" bases with the approval of the ECDoH.

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- 21.2 In the event that the bidder is appointed pursuant to this invitation to bid such bidder may be subject to security clearance prior to commencement of the Services.

22. ACCURACY OF INFORMATION

- 22.1 The information contained in the invitation to bid has been prepared in good faith. Neither the State, the Eastern Cape Provincial Government, the ECDoH nor any of their respective directors, advisors, officers, employees, agents, representatives make any representation or warranty or give any undertaking express or implied, or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to bid, or any other written or oral information made available in connection with the bid and nothing contained herein is, or shall be relied upon as a promise or representation, whether as to the past or the future.
- 22.2 This invitation to bid may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to bid. The bidder should conduct its own independent analysis of the operations to the extent required to enable it to respond to this bid.

23. COMPETITION

- 23.1 Bidders and their respective officers, employees and agents are prohibited from engaging in any collusive action with respect to the bidding process which serves to limit competition amongst bidders.
- 23.2 In general, the attention of bidders is drawn to Section 4(1)(iii) of the Competition Act 1998 (Act No. 89 of 1998) (the Competition Act) that prohibits collusive bidding.
- 23.3 If bidders have reason to believe that competition issues may arise from any submission of a response to this bid invitation they may make, they are encouraged to discuss their position with the competition authorities before submitting a response.
- 23.4 Any correspondence or process of any kind between bidders and the competition authorities must be documented in the responses to this invitation to bid.

24. RESERVATION OF RIGHTS

- 24.1 Without limitation to any other rights of the ECDoH (whether otherwise reserved in this invitation to bid or under law), the ECDoH expressly reserves the right to:-
- 24.2 Request clarification on any aspect of a response to this invitation to bid received from the bidder, such requests and the responses to be in writing;
- 24.3 Amend the bidding process, including the timetables, closing date and any other date at its sole discretion;
- 24.4 Reject all responses submitted by bidders and to embark on a new bid process.
- 24.5 Award the bid to more than one bidder.

25. SPECIAL CONDITIONS OF CONTRACT

NB: Accreditation of premises, chemicals & safety data sheets Bidders are required to hold the relevant SABS/SANS/NCRS/ISO 9000 product permits for all products listed with a relevant SANS standard on the Specification and Pricing Schedule. (Annexure A)

25.1. Environmental Conditions

The products delivered shall meet basic hygienic packaging requirements, which consider the absence of damage or deterioration due to transportation. Detergent production and disposal process should comply with the environmental regulations. The detergents must be biodegradable and have the lowest environment hazard. All packaging material shall be environmentally friendly and recyclable.

25.2. Documentation Requirements

A Certificate of Analysis (COA) should accompany every product delivery. Material Safety Data Sheet and their recommended dosage levels should be made available for all the detergents.

25.3. Transportation Requirements

All products shall be delivered in a clean and acceptable delivery transport and adhere to each specific chemicals' material safety data sheet instructions.

- The supplier shall observe health and safety requirements
- The vehicle shall comply with standards laid down in National Road Traffic Act (Act 93 of 1996) as well as any relevant legislation,
- The vehicle shall include spill kits containing Personal Protective Equipment e.g. Masks, Elbow length rubber gloves, overalls, container, broom, sawdust, Red tape. Fire extinguisher and any other recommended equipment.

25.4. Labelling and Packaging Requirements

In addition, product packages shall contain other valuable information, such as:

- Name and address of manufacturer
- Product name and type
- Direction for use
- What fabrics and/or surfaces to use it on
- Net weight or volume
- Use by date/expiry date
- Hazardous and emergency treatment information

NB: Labelling must be the same as what is reflected in the certification documents and safety data sheet.

25.5. Storage Information

- The supplier is expected to oversee and take full responsibility for managing and for ensuring delivery of the chemicals.
- The supplier to ensure product delivery to the department (end-user) is according to the schedule with specified dates of delivery. Any deviations should be communicated to the end-user in advance
- The end-user is expected to set up a team that would take ownership for order processing, customer communication, attend to customer complaints, compile reports and give recommendations where necessary.

25.6. Schedule Constraints

Delivery shall be mutually agreed between service provider and the institutions concerned. The schedule may include weekends and holidays which must be considered by the vendor to prevent unnecessary delays or non-deliveries. All schedules provided by the relevant end-user are to be strictly adhered to not have alternative replacements for the items requested. All deviations from the schedule must be communicated to the ECDoh and End User in advance.

25.7. The additional conditions of tender are:

1. Evaluation will be done per category. All items in a category must be completed for a supplier to be responsive for the category.
2. More than 1 supplier may be appointed per category to ensure continuous service delivery.
3. All goods must be SABS/SANS/NCRS/ISO 9000 approved where applicable and proof must be submitted with the tender.

26. EVALUATION CRITERIA

The bid will be evaluated as follows:

1. 1st Stage: Pre-Qualification: Administrative compliance
2. 2nd Stage: Mandatory/ Non-Negotiable Requirements
3. 3rd Stage: Functionality evaluation
4. 4th Stage: In-loco Inspection
5. 5th Stage: Price and Specific Goals
6. 6th Stage: Post Bid Negotiation

The stages are further detailed below:

26.1. 1ST STAGE: PRE-QUALIFICATION:

Administrative Compliance

- 26.1.1. The purpose of this pre-qualification evaluation is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the ECDOH as part of the bidding process.
- 26.1.2. ECDOH has defined minimum pre-qualification criteria that must be met by the Bidder in order for ECDOH to accept a bid for evaluation. In this regard a pre-evaluation verification will be carried out by ECDOH in order to determine whether a bid complies with the provisions of this bid.
- 26.1.3. Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or ECDOH is for any reason unable to verify whether the pre-qualification criteria are fully complied with, ECDOH will have the right to either:
- 26.1.4. Reject the bid in question and not to evaluate it at all;
- 26.1.5. Give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its bid so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as ECDOH may determine, of it being requested by ECDOH and is administrative in nature, as opposed to forming a material part of the Bidder's bid;

In any event permit the bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the bid

26.1.6. The following criteria shall apply:

- a. The bid documentation must be completed comprehensively and correctly (SBD 3.2,4 & 6.1)
- b. Bidders must be a legal entity (consortia/joint ventures are acceptable subject to Paragraph 12 of Part 1 of the Bid Document).
- c. Bidders must be registered on the Central Supplier Database (CSD)

26.2. 2nd Stage: Mandatory/ Non-Negotiable Requirements

The following documents/requirements will be mandatory during the administrative compliance

26.2.1. Invitation to bid (SBD1) must be completed and signed;

26.2.2. Accreditation certificates for compliance of manufacturing premises and products/chemicals. (Cleaning Chemicals and Laundry Detergents – bidders must submit relevant or equivalent SABS/SANS/NCRS/ISO 9000 standards and any other acceptable accreditation certificates)

26.2.3. Price Schedule, bidder should quote for all items per selected category in the Specification and Pricing Schedule Annexure A. Failure to do so will result your bid being disqualified for that category

26.2.4. If the bidder is an independent Distributor (sourcing the products from another company), a letter of commitment from the Principal Company formalizing the Distribution Agreement including specific responsibilities and accountabilities between the two companies should be included in the letter of commitment. (Letter must be signed by delegated authority and must be original not older than 3 months)

26.2.5. If the bidder is a manufacturer (not sourcing products from another company), a confirmation letter stating that products will be manufactured and/or distributed from own facility should be attached. (Letter must be signed by delegated authority and must be original not older than 3 months)

NB: Failure to comply with any of the mandatory criteria above will result in disqualification of bidders

26.3. 3rd STAGE: FUNCTIONALITY EVALUATION

1. All points scored by qualifying bidders will not be taken into consideration for stage 4
The following evaluation Functionality Matrix is applicable. Prospective bidders are required to obtain a minimum threshold of **18 points out of 30 points** to proceed to the next stage of price evaluation. Any Bidders(s) who do **not** meet the required threshold will be disqualified and not considered further.
2. In all cases, it is necessary for the bidder to substantiate their response in detail in the "Substantiate/Provide Proof" field provided. Bidders may, where necessary, refer to additional reference material submitted by document name/number, page number and paragraph. Where a reference in substantiation is made to another page ("off-page") in the bidder's submission, such referenced page must be clearly identified by a unique reference number and such reference number must be provided in the question's substantiation comment field.

FUNCTIONAL EVALUATION SCORING

ITEM	PROCESS	WEIGHT
1. Order processing: (10)	Provide a detailed documented ordering process Order received by fax/e-mail or fax to e-mail	(2)
	Acknowledge order & verify customer and order details,	(2)
	Order preparation (communicate with supplier for order placing & availability of stock & delivery date),	(2)
	Generate delivery note.	(2)
	Receive proof of delivery (POD) and submit the invoice to the department for goods payment. (2)	(2)
Provide Proof	Documentation as per above	
Evaluation Criteria	No substantiation provided = 0 Poor substantiation provided = 2 Limited substantiation provided = 4 Average substantiation provided = 6 Good substantiation provided = 8 Excellent substantiation covering all the requirement = 10	

ITEM	PROCESS	WEIGHT
2. Transport (10)	Documented proof of fleet for delivery & emergency purposes (own) or proof of agreement with 3rd party for outsourced	(10)
Provide proof	Ownership documents and certification	
Evaluation Criteria	No information provided (0) Registration documents of ownership or the outsourced insulated transportation with signed proof of letter or Agreement (10)	
3.References		
3.References (10)	Proof of similar work done by the organization should be attached (letter of award and purchase order.	(10)
Provide Proof	Reference Letter/s	
Evaluation Criteria	No reference letter attached 1. If one (1) reference letter is attached 2. If two (2) references are attached 3. If three (3) reference letters are attached 4. If four (4) reference letters are attached 5. If five (5) reference letters are attached	(0) (2) (4) (6) (8) (10)

Technical Non-Mandatory Requirements	Weighting
1. Order processing	10
2. Transport	10
3. Reference	10
TOTAL	30

NB: THE BIDDERS WILL BE REQUIRED TO ACHIEVE A MINIMUM SCORE OF 18 OUT OF 30 TO BE ELIGIBLE FOR THE NEXT STAGE OF EVALUATION.

Technical Non-Mandatory Evaluation Minimum Threshold Score:	18
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26.4. 4TH STAGE: IN LOCO INSPECTION

This may be conducted with shortlisted bidders to verify the information provided with the bid.

- Inspect the premises, either Production/Distribution Warehouses
- Storage
- Transportation

The department reserves the right to physically verify contents that are contained in the first stage of technical evaluation.

26.5. 5TH STAGE: PRICE AND SPECIFIC GOALS

90/10 PREFERENCE POINT SYSTEM WILL APPLY. THE BID WILL BE AWARDED TO THE HIGHEST POINT SCORING BIDDER.

Responsive bids which comply with the 4th stage evaluation will be evaluated on the 90/10 preference point system in terms of The Preferential Procurement Policy Framework Act, 2000 (act 5 of 2000) and Preferential Regulations, 2022. In terms of regulation 6 of the preferential procurement regulations pertaining to The Preferential Procurement Policy Act (Act 5 Of 2000), responsive bids will be adjudicated by the department on the 90/10 preference points system in terms of which points are awarded to bidders on the basis of:

A maximum of 10 points will be awarded for specific goals.

The following formula will be used to calculate points out of 90 for price.

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

Where

P_s = points scored for comparative price of bid or offer under consideration.

P_t = Comparative price of bid or offer under consideration.

P_{min} = comparative price of lowest acceptable bid or offer.

The following table must be used to calculate the score out of 10 points for Specific Goals

Specific Goals	Weighting (of 10 POINTS)	Number of points (90/10 system)
Historically Disadvantage Individuals		
○ Race	20%	2
○ Women	20%	2
○ Disability	20%	2
Youth	30%	3
Military Veterans	10%	1
TOTAL	100%	10

a). A tenderer must submit proof of its Specific Goals.

- a) A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 90 price, and scores 0 points out of 10 for Specific Goals.
- b) The Specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
 - Valid CIPRO Certificate reflecting percentage ownership/controlling interest inclusive of ID numbers for each Director;
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature
 - Municipal accounts or lease agreement as proof of address or a ward councillors' letter
 - Letter from Department of Military Veterans confirming status

26.6. Stage 6: Post bid negotiations

The department may enter into post bid negotiations.

PART 2

Conditions of Contract and Operational Requirements

1. CONTRACT

The contract for the supply of the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the bidders bid by the Eastern Cape Department of Health (ECDoH) and shall continue in force for a period of 36 months. The bidder is further obliged for future support while the contract is in force.

2. FEES AND CHARGES

- 2.1 Prices shall be firm for the first 12 months. Year 2 and year 3 will be subjected to the CPI and will be negotiated yearly.
- 2.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services or otherwise relieve service provider of any of its obligations under the contract.
- 2.3 To the extent that the ECDoH disputes the correctness, nature, extent or calculation of any fees or expenses payable to service provider in terms of the contract, ECDoH shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

3. GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

- 3.1 The ECDoH's operational requirements.** The service provider shall, in the provision of the required service, have due regard to the operational requirements of the ECDoH and other parties occupying or operating from the relevant institution, and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 3.2 Problem identification and reporting.** The service provider shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the ECDoH at the relevant institution, clinic and office. Without detracting from the generality of this statement, service provider shall:-
- 3.3 Other Service Providers.** The service provider acknowledges that it may be required to provide the Services in conjunction with third party contractors and shall, where requested by the ECDoH, co-operate fully with such persons.
- 3.4 Regulations and statutes.** The service provider shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

3.5 Compliance with procedures.

It is recorded that during the currency of the contract the ECDoH may implement procedures and policies at the relevant Institution. The service provider shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

3.6 The service provider shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution.

3.7 Should the ECDoH at any time believe that any member of service provider's personnel is failing to comply with any such procedures or policies, the ECDoH shall be entitled to deny such personnel member access to the relevant premises and require service provider to replace such person without delay.

3.8 Service provider's procedures. The service provider shall, upon receipt of written request from the ECDoH or its appointed Technical Support Manager at **the relevant Institution** provide the ECDoH with copies of all the service provider's operating procedures and processes relating to the Services;

3.9 Provision of Services in clean and tidy manner. The service provider shall ensure that the Services are provided in a clean and tidy manner.

3.10 Service reports: The service provider shall, upon written request from the DOH or its appointed Hospital Manager provides the DOH with such reports relating to the Service as may be stipulated in the Specifications, or as may be reasonably required by the DOH or its appointed Hospital Manager to determine whether service provider is providing the Services in accordance with the terms and conditions of the contract.

4. HAZARDOUS MATERIALS

The service provider will be held liable for any expenses that may be incurred by the ECDOH as a result of damage to property and injury to personnel as a result of poor-quality products.

5. ENERGY MANAGEMENT

The service provider shall comply fully with the energy management strategy implemented at the relevant Institution from time to time and shall provide the Services in an energy efficient manner.

6. OCCUPATIONAL HEALTH AND SAFETY

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The service provider:-

- ❖ acknowledges that he is fully aware of the terms and conditions of the Act;
- ❖ acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act and responsible for any injuries as per the COID Act, No 130 of 1993;
- ❖ agrees to comply with all rules and regulations implemented by or on behalf of the ECDoH at the relevant Institution in covering letter relating to health and safety and will inform the ECDoH immediately should service provider for any reason be unable to comply with the provisions of the Act and such rules and regulations.

7. SERVICE LEVEL AGREEMENT

It is recorded that the ECDoH and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a service level agreement if required and signed by both parties.

8. PERFORMANCE MEASUREMENT PROVISIONS

8.1 Introduction.

Service provider shall provide the Services during the term of the contract in compliance with the quality and related standards stipulated in the Specifications, Bid Conditions and the service level agreement (if any) contemplated in clause 11 above.

The provisions of Clause 10 document contains the manner in which service provider's performance will be measured throughout the term of the contract.

8.2. Compliance.

For purposes of the contract the compliance by service provider with the stipulated responsibilities and service standards will be determined:-

- with reference to reports provided by service provider;
- with reference to reports or complaints received from third parties;

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- by means of user satisfaction surveys conducted by ECDoH
 - by means of service reviews, inspections or any audit carried out by or on behalf of the ECDoH.

8.3 *Records*

Service provider shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the ECDoH upon request.

8.4 *Measurement of performance*

- Periodic checks: ECDoH and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by ECDoH) the purpose of which shall be to determine whether service provider is providing the Services in accordance with the terms and conditions of the contract if accepted by ECDoH.
- Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to service provider by ECDoH, its appointed facilities manager, or any other party shall be given proper and speedy consideration by service provider. The Service provider shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the ECDoH.
- User satisfaction survey: A user satisfaction survey shall be conducted by ECDoH at such intervals as ECDoH may determine to assess service user satisfaction. The user satisfaction survey shall be conducted in such form and in accordance with such procedures as the parties may agree to in writing from time to time.

8.5 *Results of checks, audits and surveys*

ECDoH shall be entitled to utilise the findings of the surveys, checks, audits and reports contemplated above to determine compliance by service provider with the service standards and responsibilities stipulated in the contract. It is recorded that the results of the above checks shall, save to the extent that service provider can prove otherwise be binding on service provider and ECDoH shall be entitled to exercise its remedies stipulated in the contract based on such findings.

9. *BREACH AND TERMINATION*

Bidders are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

10. LOSS AND DAMAGE

Service provider hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of service provider or the failure of service provider to provide the Services in accordance with the provisions of the contract.

11. SUB-CONTRACTORS

Service provider may only sub-contract its obligations under the contract with the prior written consent of the ECDoh (or any other authorized authority) and then only to a person and to the extent approved by the ECDoh or such authority and upon such terms and conditions as the ECDoh or such authority require. It is recorded that where such consent is given service provider shall remain liable to ECDoh for the performance of services.

PART 3
BID STRATEGY

The Eastern Cape Department of Health seeks to appoint suitable qualified service providers to supply and deliver cleaning chemicals and laundry detergents to its facilities.

1. STRATEGY

The bid will be awarded per region /cluster as follows:

BIDDERS MUST INDICATE BY TICKING BELOW FOR THE REGION THEY ARE BIDDING FOR

REGION/CLUSTER	TICK ✓
1. Central Region [<i>Amathole & Buffalo City Metro Districts, EMS, Forensic Pathology and East London Institutions (Frere & Cecilia Makiwane Hospitals)</i>]	
2. Northern Region [<i>Chris Hani & Joe Gqabi Districts, EMS and Forensic Pathology</i>]	
3. Western Region [<i>Nelson Mandela Bay & Sarah Baartman Districts, EMS, Forensic Pathology, Pharmaceutical Depot, and PE Health Institutions (Livingstone, Dora Nginza and Provincial Hospitals)</i>]	
4. Eastern Region [<i>OR Tambo & Alfred Nzo Districts, EMS, Forensic Pathology, Pharmaceutical Depot and Mthatha Health Institutions (Nelson Mandela Academic & Mthatha General Hospitals)</i>].	

2. ALLOCATION

- The bid will be awarded per region/cluster.
- The bidder will only be awarded one region /cluster e.g. if a bidder scored highest points in a region/ cluster, will be awarded that region/cluster and may not be considered for another region / cluster unless the number of qualifying bidders is less than number of the clusters.
- The Department reserves the right to negotiate the rates with the shortlisted bidders of each of the 4 regions to match the rate of the lowest bidder or average rate.

3. The specification is divided into 6 categories as follows:

Category 1 – Floor Products

Category 2 – Household Products

Category 3 – Kitchen Products

Category 4 – Laundry Products

Category 5 – Toilet and bathroom products

Category 6- Mortuary, Renal Care & Workshop Products

Bidders MUST bid for every item in each line and column to be considered for evaluation in a selected category. Should any Bidder fail to bid as stated above, your bid for this category will be disqualified.

The turn-around time for the supply and delivery of the abovementioned goods must be done within the shortest period of time of 7 days after an official order has been issued by the department.

4. QUALITY CONTROL AND MANAGEMENT

Bidders are required to hold the relevant SABS/SANS/NCRS/ISO 9000 any other body product permits for all products listed with a SANS standard on the Specification and Pricing Schedule.

PART 4

A. SCOPE OF WORK AND (B) SPECIFICATIONS

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

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

1. Laundry Chemicals Supply General Instructions

The supplier shall:

- Provide training to the entities on the operation of the dosing system.
- Provide technical assistance as and when required by the entity.
- Supply swatch report quarterly to the Laundries.
- Take responsibility for cleaning should there be spillages during delivery of chemicals.
- Clearly mark all drums containing detergents.
- Ensure that all the detergents should be non-volatile and stable on storage for at least 3 months.
- Communicate and advise on the recommended dilution.
- Laundry detergent should be free of fragrance and dyes, which may irritate sensitive skin.
- The detergents shall not lump / solidify into hard lumps or cause corrosion to the laundry equipment.

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- The detergents should be suitable for use on fabric that includes, but not limited to, the following: 100% cotton, 100% Acrylic and blankets without causing shrinkage or colour fading.

2. Mortuary and Laboratory Chemicals Supply General Instructions

The supplier shall:

- Supply of SABS/SANS/NCRS/ISO 9000 certified / compliant cleaning detergents and chemicals to fulfil the cleaning obligation.
- The service provider shall co-operate with the Departmental Occupational Health and Safety representative per facility.
- Provide chemicals with the applicable (MSDS) material safety data sheet and/or Certificate of Analysis (CoA) per batch.
- The service provider shall utilize a pleasantly scented disinfectant for general cleaning of all surfaces. These should not be damaging to the surface materials.
- The cleaning chemicals shall be non-corrosive and shall not form any chemical reaction with animate surfaces and body fluids.

3. Food Service Units Cleaning Chemicals General Instructions

The supplier shall ensure that:

- Supply of SABS/SANS/NCRS/ISO 9000 certified / compliant cleaning detergents and certified materials to fulfill the cleaning obligation or equivalent.
- Disinfectants and detergent-disinfectants shall not contain perfumes. They shall not leave an objectionable odour, nor shall they impart any colour, odour or flavour to food products, when they are used in accordance with the manufacturer's recommendations.
- The manufacturer of the disinfectants and detergents must provide sufficient evidence to establish the safety of all raw materials used in the formulation of these products shall provide to a certification body, or to the customer, as required. The evidence should prove that the raw materials are free from contaminants or trace components in quantities that could prove harmful to human beings or leave toxic residues on food or food processing equipment, when the products are used in accordance with the manufacturer's recommendations. Evidence to this effect shall include one or more of the following:
 - i. Certification by a recognized authority;
 - ii. Material safety data sheets in accordance with SABS ISO 11014-1;
 - iii. Certificates of analysis; and
 - iv. any other relevant information

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- The products must **be** packed as to ensure their safe and secure transportation and handling. The packaging of disinfectants and detergent-disinfectants that are classified as dangerous goods in terms of SABS 0228 shall comply with the relevant provisions of SABS 0229.
 - The labels of disinfectants and detergent-disinfectants classified as dangerous goods in terms of SABS 0228 shall contain the United Nations' number and proper shipping name and shall comply with the relevant provisions of SABS 0229.
 - In addition to such markings and labels, as may be required in terms of legislation, labels that bear the following information in prominent, legible and indelible marking shall be firmly attached to all containers of disinfectants and detergent-disinfectants:
 - i. An indication that the product is a detergent-disinfectant, and its type
 - ii. An indication of the purpose for which the product is suitable
 - iii. An indication that the product is suitable for use in food processing facilities
 - iv. Recommendations for the use of the product, including, where relevant, the various dilutions at which it will be effective
 - v. Hazard warnings, where relevant
 - vi. When so authorized by the relevant authority, certification marks that indicate compliance with the above standards and with other relevant standards
 - vii. Where relevant, the expiry date of the product
 - viii. The manufacturer's name or trademark, or both
 - ix. The batch identification
 - x. Whether the product is required to be rinsed from food contact surfaces after use; and
 - xi. Appropriate instructions for the storage of the product, including a warning to store away from foodstuffs.

4. Specification for Industrial Laundry Detergents.

Industrial laundry detergent shall be of one of the following types, as required:

- Type 1: Detergent in the form of granules or of a powder that is homogeneous, free flowing, free from visible impurities, and readily soluble in water.
- Type 2: Detergent in the form of an aqueous solution that is homogeneous and readily soluble in water.
- Type 3: Detergent in the form of granules or of a powder that is homogeneous, free flowing, free from visible impurities, readily soluble in water and only for use in soft water.
- Type 4: Detergent in the form of an aqueous solution that is homogeneous and readily soluble in water and only for use in tunnel washers where the machine composition is strictly stainless steel.

4.1. Odour

Industrial laundry detergent, both as received and when dissolved in hot water, shall not have an objectionable odour, and shall not develop an objectionable odour for 6 months storage in its original container at ambient temperature.

4.2. Cleaning efficiency

The cleaning efficiency of industrial laundry detergent, expressed as a percentage of soil removal shall, when tested in accordance with clause 6.3 of SANS 1044:2012 shall be at least 95 % of that of the standard detergent.

4.3. Redisposition index

- The redisposition index of industrial laundry detergent, determined in accordance with clause 6.4 of SANS 1044:2012, shall be at least 95 % of that of the standard detergent.
- Fluorescent whitening agent content
- Unless otherwise specified, industrial laundry detergent shall contain a fluorescent whitening agent. The intensity of the fluorescence on the cotton swatches washed with the industrial laundry detergent shall, when the detergent is tested in accordance with clause 6.5 of SANS 1044:2012 shall be at least equal to that of the swatches washed with the standard detergent.

4.4. Chemical damage to cotton fibres

When industrial laundry detergent is tested in pursuant to clause 6.6 of SANS 1044:2012, any degradation of the cotton fibres shall not result in the fluidity of the fibres exceeding 160 Pa-1s-1.

4.5. Water-insoluble matter content

- The water-insoluble matter content of industrial laundry detergent shall, when tested in accordance with clause 6.7 of SANS 1044:2012, not exceed a mass fraction of 1,0 %.

4.6. pH value

- When tested in accordance with clause 6.8 of SANS 1044:2012, the pH value of types 1 to 3 (inclusive) industrial laundry detergent shall be not lower than 10,5 and not higher than 12,5 and the pH value of type 4 shall be not lower than 10,5.

4.7. Foaming properties

- The foam height of industrial laundry detergent shall, when tested in accordance with clause 6.9 of SANS 1044:2012 should not exceed 50 mm.

4.8. Corrosiveness to corrosion-resistant steel

- When industrial laundry detergent is tested in accordance with clause 6.10 of SANS 1044:2012, any loss in mass of a corrosion-resistant steel test strip that complies with the requirements for type S30415 of ASTM A240/A 240M shall not exceed 0,05 mg/100 mm² of surface area of the test strip, and the test strip shall show no evidence of pitting, etching or discoloration.

4.9. Corrosiveness to aluminium

- When industrial laundry detergent (except for type 4) is tested in accordance with clause 6.11 of SANS 1044:2012, aluminium test strips that comply with the requirements for EN AW 1050A of EN 573-3 shall show no evidence of pitting, etching or discoloration. Slight dulling of the surfaces of the test strips is permissible.

4.10. Chloride content

- When industrial laundry detergent is tested in accordance with clause 6.12 of SANS 1044:2012, the chloride content (expressed as sodium chloride) shall not exceed a mass fraction of 2, 0 %.

4.11. Viscosity at 25 °C

- When determined in accordance with clause 6.13 of SANS 1044:2012, the viscosity of a type 2 and a type 4 industrial laundry detergent at 25 °C, shall be not more than 1 650 mPa.s.

4.12. Freeze-thaw stability

- When tested in accordance with clause 6.14 of SANS 1044:2012, a type 2 and a type 4 industrial laundry detergent shall not thicken or gel and shall remain homogeneous.

4.13 Stability

- When tested in accordance with clause 6.15 of SANS 1044:2012, type 2 and type 4 industrial laundry detergent shall not thicken or gel and shall remain homogeneous.

4.14. Sampling and compliance with the standard.

- Samples shall be tested according to clause 6 of SANS 1044:2012 Standard which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder. A test report not older than 6 months that proves that offered products complies with the requirement of the said standard may be requested by the department from the bidder at any given time for contractual purposes.

4.15. Packaging and Labelling

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

4.16. Marking

Each container and bulk package shall bear (in prominent, legible and indelible marking) the following information and any additional information required in terms of the relevant national regulations and statutory requirements (see foreword on SANS 1044:2012):

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

4.17. Alkaline detergent

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

4.18. Industrial Softeners

- Concentrated fabric softener suitable for use in all washing machines;
- Low foaming and easy to rinse.
- Neutralises, conditions and contains a lingering perfume for pleasant result.
- Fabric softening agents impart softness and control static electricity in fabrics

4.19. Industrial Liquid bleach

- A viscous liquid with strong oxidizing properties used to whiten fabric.
- 40% Hydrogen peroxide for removal of stains such as blood.
- To be used in tunnel washers and in industrial laundering machines

4.20. Specification Requirements for Sodium Hypochlorite

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

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

NOTE: The unit "% (m/v)" used in this standard to designate the chlorine content of hypochlorite solutions does not conform to ISO practice but is still firmly established in industry. Thus, a concentration of "15 % (m/v)", should be read as meaning "150 g/R ", a technically correct way of expressing concentrations.

4.21. Sodium Hypochlorite Solution for Industrial Use

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

4.22 Sodium Hypochlorite Solution for Domestic Use

When so required, the solution shall contain laundry blue. The laundry blue may settle on standing but shall disperse completely in the solution when the solution, in the original container is shaken for 30 seconds. The solution shall be a clear liquid and shall be free from sediment and suspended matter other than any required laundry blue. A solution shall be clear if any salts that have crystalized from the solution dissolve completely when the solution is mixed with twice its volume of distilled water.

4.23 Packaging and Labelling

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

- The manufacturer's name or trademark or both;
- The words "SODIUM HYPOCHLORITE/NATRIUMHIPOCHLORIET";
- The nominal available chlorine content;

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- The batch identification (which may be given in code);
 - The net volume of the contents;
 - The words "*STORE IN A COOL PLACE AND NOT IN DIRECT SUNLIGHT*"; Avoid contact with aluminium, zinc, tin and their alloys and DO NOT mix with acid) In the case of a sodium hypochlorite solution for industrial use, the date of manufacture, and the necessary caution labelling, "CORROSIVE") In the case of individual containers of sodium hypochlorite solutions for domestic use, the following additional information:
 - The instructions for use;
 - The words "DO NOT USE ON WOOL, SILK, RAYON AND LEATHER", and (NOTE) Sodium hypochlorite may have a deleterious effect on certain resin-treated materials, such as crease-resistant, drip-dry, embossed and glazed fabrics. Coloured fabrics will lose their colour if their dyes are not colourfast to hypochlorites.
 - Any additional information required in terms of the regulations promulgated under the Foodstuffs, Cosmetics and Disinfectants Act, 1972 (Act 54 of 1972), under the Trade Metrology Act, 1973 (Act 77 of 1973), and by the local transportation authority.

4.24. Inspection and Methods of Test

Samples shall be tested according to clause 6 of SABS 296:1993: Sodium Hypochlorite Solutions standard, which is attainable from the South African Bureau of Standards offices. Attaining of such standards will be for the account of the bidder. A test report not older than 6 months that proves that offered products complies with the requirement of the standard may be requested by the department from the bidder at any given time for contractual purposes.

5. Safety, Health and Environmental Requirements

- The organisation shall establish and maintain a safety, health and environment management system to comply with legal and other requirements to which the organisation subscribes.
- An Occupational Safety, Health and Environmental Policy, must be documented and signed by executive management, stating the company's commitment to improving the organisations safety, health and environmental performance.
- The organisation shall establish and maintain procedures for the ongoing identification of hazards and assessment of risks and the implementation of the necessary control measures. These include risks after service delivery.
- The organisation shall ensure that respective personnel are trained and that they are aware of the requirements stipulated in the organisations policy including emergency preparedness and response requirements.

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- The organisation shall ensure that pertinent information regarding Safety, Health and Environment is communicated to all levels within the organisation and that documented proof of such communication exists.
 - Operational Control shall be applied in all instances within the organisation where activities in the organisation are to be planned to ensure that they are performed under specified conditions.
 - Response measures must be in place in the event of emergencies. These must be identified as potential measures as well as the response to such emergencies.
 - The Safety, Health and Environment system should be measured on a regular basis determined by the organisation and corrective and preventative action is to be taken in areas that need attention.
 - The organisation shall establish and maintain procedures for defining responsibility and authority for the following:
 - i. Accidents
 - ii. Incidents
 - iii. Non-conformance
 - iv. Acting on non-conformance to mitigate any consequences arising from such accidents and incidents
 - v. Initiation and completion of corrective and preventative actions
 - vi. Confirm the effectiveness of such corrective and preventative action
 - The organisation shall show proof of compliance to the relevant legal and other requirements in the form of external audits. Proof of compliance shall be maintained in the form of records.

6. Subscription to legal requirements

- Health and safety committees must be established, before any employee is exposed or may be exposed to hazard. The employer must ensure that the employee is adequately and comprehensively informed and trained, as well as thereafter informed and trained at intervals as may be recommended by that health and safety committee, with respect to legal requirements.

- **SHE instructions**

Every person who is or may be exposed shall obey a lawful instruction given by or on behalf of the employer or a self-employed person, regarding:

- i. Hazardous Chemical Substances (HCS).
- ii. The wearing of protective equipment.
- iii. The wearing of monitoring equipment to measure personnel exposure.
- iv. Reporting for health evaluations and biological tests as required by these regulations.

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- v. The cleaning up and disposal of material containing HCS.
 - vi. Housekeeping, personal hygiene and environmental and health practices.
 - vii. Information and training.
 - viii. Assessment of potential exposure
 - ix. Air monitoring
 - x. Medical surveillance
 - xi. Material Safety Data Sheets.

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

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

Control of exposure to HCS.

- An employee shall be provided, with adequate personal protective equipment (PPE) depending on the need for such equipment. This shall include but is not limited to the following:
 - i. Respiratory Equipment.
 - ii. Protective Clothing (including gloves, eyewear and footwear).
 - iii. Non-HCS permeable equipment/clothing.
 - iv. The employer shall, ensure that the equipment is decontaminated prior to issue.
- Employees are prohibited from smoking, eating or drinking or keep such consumables in an HCS zone. Furthermore, the use of compressed air to remove articles from a person's body is not allowed.
- With regards to labelling, packing, transportation and storage the organisation shall ensure that:

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

7. Banned and Restricted Substances in the Republic of South Africa

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

- Aldrin (HHDN Withdrawn in 1992)
- Arsenic, All uses of any inorganic arsenic containing compound on plant material (except on citrus) were banned in 1983. In 1983 it was also totally prohibited as a stock remedy.
- Atrazine Withdrawn from use on heavy clay soils (Springbok Flats) in 1977. The industrial use withdrawn on 31 March 1995.
- Azinphos-ethyl Withdrawn as an agricultural remedy in 1997.
- BHC (mixture of various isomers). Banned in 1983.
- Binapacryl All registrations expired in 1988.

- Camphechlor (CLC). Withdrawn as an agricultural remedy in 1970 and as a stock remedy in Chlordane. In 1993 use restricted to stem treatment of citrus and vineyards and the treatment of structures by pest control operators. Withdrawn as an agricultural remedy in 2000. Chlordane. Banned in 2005.
- Chlordimeform. Withdrawn as an agricultural remedy in 1978.
- Chlorobenzilate. Withdrawn as an agricultural remedy in 1978.
- 2,4-D (dimethylamine salt). In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.
- 2,4-D esters. In 1980 it was withdrawn from all agricultural uses in the Western Cape and prohibited in 1991 in Natal.
- 2,4-DB (sodium salt). In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.

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- Dicamba. In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.
 - DDT. Banned in 1983 except for the control of malaria by the Government.
 - Dibromochloropropane. Withdrawn in 1984.
 - Dieldrin. Banned in 1983.
 - Dinoseb. All registrations as an agricultural remedy expired in March 1995.
 - DNOC - Withdrawn as an agricultural remedy in 2001.
 - Endosulfan. Registration on fodder crops was suspended in 1970.
 - Endrin (Nendrin). Withdrawn in 1980.
 - Gamma-BHC (lindane). All stock remedy registrations were withdrawn in 1971
 - Heptachlor. Registration was withdrawn in 1976.
 - Kepone. In 1971 a decision was taken not to allow this product in South Africa.
 - Leptophos. Registration was suspended in 1980.
 - MCPA (dimethylamine salt). In 1991 aerial application in Natal was banned and it has been totally prohibited in parts of the magisterial districts of Camperdown, Pietermaritzburg and Richmond.
 - MCPA (potassium salt). In 1991 aerial application in Natal was banned.
 - MCPB (sodium salt). In 1991 aerial application in Natal was banned.
 - Mercury compounds. It was withdrawn from all agricultural uses in 1974. In 1983 the use of all mercury compounds on seed, bulbs, tubers, stems or any other plant material was banned.
 - Methyl bromide. All small packages (680 g) were withdrawn in December 1995.
 - Monocrotophos. The use as leaf application on citrus, cutworm control in carrots and use on tomatoes were withdrawn in 1997. On 25 February 2005 all products containing monocrotophos approved by the Registrar was banned.
 - Nicotine. It was withdrawn from use as a stock remedy in 1971.
 - Parathion. Only certain uses allowed from June 1993.
 - Phosphorus containing formulations. In 1979 all formulations containing phosphorus were withdrawn.
 - Propham. Withdrawn as an agricultural remedy in 1997.
 - 2,4,5-T. All registrations expired in 1989.
 - Triclopyr. In 1991 aerial application in Natal was banned.
 - TDE. Withdrawn as an agricultural remedy in 1970.

B SPECIFICATIONS

Refer to Annexure A for Specification and Detailed Pricing Schedule.

Part 5 – Schedule A
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 (GCC) 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 anything 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.

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- 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.

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- 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 service provider 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.

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- 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 and 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 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.

24. Anti-dumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or antidumping 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 service provider to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the service provider 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.
28.1	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.

PART 5 SCHEDULE B

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.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

NAME OF BIDDER:.....BID NO.: **SCMU3-25/26-0018-HO**

CLOSING TIME 11:00 ON

DESCRIPTION: SUPPLY AND DELIVERY OF CLEANING CHEMICALS AND LAUNDRY DETERGENTS FOR EASTERN CAPE DEPARTMENT OF HEALTH FOR A PERIOD OF 36 MONTHS

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

REFER TO ANNEXURE A-PRICING SCHEDULE

NB: USE INK, PREFERABLY BLACK, TO FILL IN THIS FORM

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)	

- **Required by:**

- **At:**

.....

- **Brand and model**
.....

-

- **Country of origin**
.....

- **Does the offer comply with the specification(s)?**

***YES/NO**

- **If not to specification, indicate deviation(s)**

.....

- **Period required for delivery**

.....

- **Delivery:**

***Firm/ not firm**

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

***Delete if not applicable**

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

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, clothing, footwear, 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:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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 contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

PART 5 SCHEDULE C**SBD 4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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.

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

2.3.3 If so, furnish particulars:

.....
.....

2.3.3 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**

2.3.4 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.
- 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.

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.

-
- 3.7. 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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Part 5 – Schedule D
Qualifications and Experience

1. Details of the extent of the bidder's activities and business, e.g. branches etc.:

2. A list of existing /previous contracts relating to services which are similar to the Services:

Description of Contract	Period	Contact Person & Tel No.
-------------------------	--------	--------------------------

(Please provide contactable references)

3. The number of years that the bidder has been in the business of providing services which are materially the same as the Services:

4. The name of the person who shall manage the Services:

5. Detail such person's qualifications and experience below:

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule E

Organisation type

PARTNERSHIP/CLOSED CORPORATION/COMPANY

(Delete which is not applicable)

The bidder comprises of the following partners/members/directors:

1. NAME _____
ADDRESS : _____
ID NUMBER: _____

2. NAME : _____
ADDRESS : _____
ID NUMBER: _____

3. NAME : _____
ADDRESS : _____
ID NUMBER: _____

4. NAME : _____
ADDRESS : _____
ID NUMBER: _____

5. NAME : _____
ADDRESS : _____
ID NUMBER: _____

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.
2.

Part 5 – Schedule F

Organisational structure

1. Provide full details of the organizational structure which will be utilized in the provision of the Services (including where appropriate an organogram)

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

SIGNATURE OF (ON BEHALF OF) BIDDER

NAME IN CAPITALS

In the presence of:

1. _____
2. _____

Part 5 – Schedule G

Details of Supplier's Nearest Office

1. Physical address of supplier's office

2. Telephone No of office: _____

- 3 Time period for which such office has been used by supplier: _____

SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

Part 5 – Schedule H
Financial Particulars

This schedule must be completed by the bidder and submitted together with the bid. **Documentary proof confirming availability of financial resources to execute the contract from the bidder's financial institution in the form of a letter confirming availability of financial resources/ audited financial statements.** If this requirement is not complied with in full the bid may be considered invalid.

Nature of Service: _____

Name of bidder: _____

Bid Number: _____

	<u>FINANCIAL POSITION OF BIDDER</u> I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the bid amount. I / we hereby attach a letter confirming availability of financial resources from the financial institution. I / we give the ECDOH permission to contact the financial institution below to confirm the information provided. In the absence of the above, a letter confirming that the bidder has applied for financial assistance from any financial institution and that the institution is willing to favorably consider such application in the event that the bidder is successful, will also satisfy the Department.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

.....
SIGNATURE OF (ON BEHALF OF) BIDDER

.....
NAME IN CAPITALS

In the presence of:

1.

2.

PART 5 SCHEDULE I

SBD 6.1

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). 90/10 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	90
SPECIFIC GOALS	10
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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: 90/10 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 claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantage Individual		
o Race	20% (2)	
o Women	20% (2)	
o Disability	20% (2)	
Youth	30% (3)	
Military Veterans	10% (1)	
TOTAL	100% (10)	

- a) A tenderer must submit proof of its Specific Goals.
- b) A tenderer failing to submit proof of specific Goals may not be disqualified, but may only score points out of 90 price, and scores 0 points out of 10 for Specific Goals.
- c) The specific Goals supporting documents required to verify claimed points may in line with the specific requirements include:
 - Valid CIPRO Certificate with percentage ownership or controlling interest inclusive of ID numbers for each Director
 - Medical Certificate / Doctor's medical report (Impairment should be substantially limiting long term or of recurring nature)
 - Municipal accounts or lease agreement as proof of address or a ward councilors letter
 - Letter from Department of Military Veterans confirming status

The points scored for the specific goal shall be added to the points scored for price and the total shall be rounded off to the nearest two decimal places.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

Company registration number:

4.4. 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]

4.5. 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:	
	
	

For Specification and Pricing Schedule:

Please refer to separate attached Document (Annexure A) on the Departmental website (www.ehealth.gov.za) and e-tender portal.