



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF HYGIENE, SANITATION AND PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENT (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
TENDER NUMBER	HLA 4/2/4-2026/03

BRIEFING SESSION	Yes ☒	No ☐	SESSION COMPULSORY	Yes ☒	No ☐
BRIEFING	VENUE	129 FOX STREET MARSHALLTOWN JOHANNESBURG.	TIME	11H00	
	DATE	03 NOVEMBER 2026			

CLOSING DATE	20 NOVEMBER 2026
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

- All bids / tenders must be deposited in the Tender Box at the advertised address:
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the General Conditions of Contract (GCC) 2010 and, if applicable, any other special conditions of contract.
- The Gauteng Department of Human Settlements values the protection of personal information act (POPI act) and expects all tenderers to comply with the act.
- **ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**



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REPUBLIC OF SOUTH AFRICA

Tender Number	Description	Briefing Session	Closing Date
HLA 4/2/4-2026/03	The appointment of service provider for the provision of hygiene, sanitation and pest control services for gauteng department of human settlement (GDHS) for a period of thirty-six (36) months.	There will be a Compulsory Briefing Session to be held as follows: Date: 03 November 2026 Time: @ 11h00 Venue: 129 Fox Street, Marshalltown, Johannesburg.	Date: 20 November 2026 Venue: Department of Human Settlements Nevada Building, 4th Floor Reception, 68 Voortrekker Street, Alberton. 1449

Documents can only be downloaded from Treasury website from: Website <http://e-tenders.gauteng.gov.za/Pages/Home.aspx> 2. E-mail tender.admin@gauteng.gov.za from the **DATE 23 October 2026**. Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the Ground Floor Reception Department of Human Settlements ,Nevada Building, 4th Floor Reception, 68 Voortrekker Street, Alberton, 1449 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gauteng.gov.za and copy Ms. Nkele Maleka at Nkele.Maleka@Gauteng.gov.za and Ms. Sindisiwe Sithole at Sindisiwe.Sithole2@gauteng.gov.za and copy infogdhus.tenders@gauteng.gov.za. The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

All the bids advertised will remain valid for 120 days from the official bid closing date. Only companies who have submitted all the information required will be considered for the evaluation process. Please note that should you be not contacted 120 days after the closing date, consider your bid unsuccessful. All shortlisted bidders may be subjected to undergo a security screening in terms of Section 2 (1)(b) of the National Security Intelligence Act 7 of 2002 as amended.



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IT IS A CONDITION OF BIDDING THAT –

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 **Please note that not all Government Institutions will be able to utilise the Tax Compliance Status PIN at this stage and in such instances, bidders must supply printed Tax Clearance Certificate**
- 1.6 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.7 Where no TCS is available, but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER
DATABASE (CSD) NUMBER _____

Registered Suppliers to ensure that all details completed below are **CURRENT**.

MANDATORY SUPPLIER DETAILS	
CSD Supplier number	
Company name (Legal & Trade as)	
Company registration No	
Tax Number	
VAT number (If applicable)	
Street Address	Postal Address
CONTACT DETAILS	
Contact Person	
e-mail address	
Telephone Number	
Cell Number	

NB: Bidders are requested to include their CSD reports in their submission of the tender documents.

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____

Submission of Financial Statements

Where applicable the latest financial statements for the last two years are required (except if it is a new or a dormant entity)

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than three years, then the financial statement for the two years of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER:	HLA 4/2/4-2026/03	CLOSING DATE:	20 NOVEMBER 2026	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF HYGIENE, SANITATION AND PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENT (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					

Nevada Building, 4th Floor Reception

68 Voortrekker Street

Alberton

1449

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Nkele Maleka	CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	nkele.maleka@gauteng.gov.za	E-MAIL ADDRESS	info@gdhs.tenders@gauteng.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.....

SBD 3.3

1. PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: BID NO: HLA 4/2/4-2026/03

CLOSING TIME 11:00 AM ON 20 NOVEMBER 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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APPOINTMENT OF A STRUCTURED (DEBT) PRODUCT DEVELOPMENT ADVISORY SERVICE PROVIDER TO PROVIDE SOLUTION ARCHITECTURE, STRUCTURE DESIGN AND A DEVELOPMENT PLAN TO SUPPORT THE NATIONAL TREASURY RETAIL BONDS PROGRAMME FOR A PERIOD OF SIX (6) MONTHS

Services must be quoted in accordance with the attached terms of reference.

Total cost of the contract (R inclusive VAT)

R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment.

1.The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2.Period required for commencement with project after acceptance of bid

3.Are the rates quoted firm for the full period? Yes/No

Any enquiries regarding bidding procedures may be directed to –
Department: Gauteng Department of Human Settlements

Any enquiries regarding technical enquiries may be directed to
infogdhus.tenders@gauteng.gov.za
and copy Sindisiwe.Sithole2@gauteng.gov.za
and Nkele.Maleka@gauteng.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION

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

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting

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.

Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

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) The applicable preference point system for this tender is the 80/20 preference point system.
- c) The either 80/20 or 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	80/90
SPECIFIC GOALS	20/10
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:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women ownership	100%	06	
	99% - 75%	05	
	74% - 60%	04	
	59% - 51%	03	
	50%- 0	0	

The specific goals allocated points in terms of this tender	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth ownership	100%	06	
	99% - 75%	05	
	74% - 60%	04	
	59% - 51%	03	
	50%- 0	0	

The specific goals allocated points in terms of this tender	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
People Living with Disability ownership	100%	04	
	99% - 75%	03	
	74% - 60%	02	
	59% - 51%	01	
	50%- 0	0	

The specific goals allocated points in terms of this tender	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Military Veterans ownership	100%	04	
	99% - 75%	03	
	74% - 60%	02	
	59% - 51%	01	
	50%- 0	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....



INTEGRITY PACT FOR BUSINESSES

FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1. Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2. Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

- 3.1. The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

- 4.1. The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

- 5.1. The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.

6. REPUTATION

- 6.1. The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2. The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3. The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4. The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial

Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

7.1. The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

7.2. The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

8.1. The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, and that:

- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details

¹ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg

8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

- Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
- Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to

any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1. The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2. The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).

10.3. The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

- To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11. CONFLICT OF INTEREST

- 11.1. A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly, or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2. The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12. LEGAL ACTIONS

- 12.1. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13. VALIDITY

- 13.1. The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2. Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

TERMS OF REFERENCE

THE APPOINTMENT OF A PROVISION OF HYGIENE, SANITATION AND PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENT (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

1. BACKGROUND

The Gauteng Department of Human Settlements (GDHS) invites suitably qualified and experienced service providers to bid for the provision of Hygiene, Sanitation, Washroom Hygiene, Integrated Pest Management (IPM) and Fumigation Services for departmental offices located throughout the Gauteng Province.

The Department occupies a number of regional offices and administrative facilities that require the continuous provision of hygiene and sanitation services to ensure a clean, safe and healthy working environment for employees, visitors and stakeholders. These services form an integral part of the Department's Facilities Management programme and contribute to compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), environmental legislation and other applicable statutory requirements.

The scope of the appointment includes the supply, installation, servicing, maintenance and replacement of hygiene equipment; the supply of hygiene consumables; sanitary waste collection and disposal; and the implementation of an IPM programme across all departmental facilities. The IPM programme shall comprise routine inspections, pest monitoring, preventative treatments, corrective treatments and fumigation, where required, to effectively manage pest-related risks while minimising unnecessary chemical application.

At the commencement of the contract, services will be required at the following departmental offices:

OFFICE	AREA	CURRENT ADDRESS
1. Johannesburg Regional Office + Head Office	5,556.34 m ²	129 Fox Street, Marshalltown, Johannesburg
2. Tshwane Regional Office	4,500 m ²	50 Hamilton Street, Arcadia
3. Ekurhuleni Regional Office	1,891 m ²	68 Voortrekker Road, Alberton
4. Sedibeng Regional Office	668 m ²	28 Market Avenue, Vereeniging
5. Meyerton Regional Office	1,190 m ²	1 Loch Street, Meyerton
6. Mogale City Regional Office	1,636 m ²	15 Burger Street, Krugersdorp

During the contract period, the Department's accommodation portfolio may change due to office relocations, consolidation of facilities, the acquisition of additional accommodation, or the establishment of a new Head Office. The appointed service provider shall therefore be expected to adjust services at departmental facilities, as instructed by the Department and in accordance with the provisions of the contract and applicable procurement prescripts.

The successful service provider will be appointed for a period of thirty-six (36) months and will be required to deliver integrated hygiene, sanitation and pest management services that support business continuity, protect departmental assets, and maintain safe and compliant workplace environments.

2. OBJECTIVES

The objective of this appointment is to appoint a suitably qualified and experienced service provider to render integrated Hygiene, Sanitation, Washroom Hygiene, IPM and Fumigation Services at all facilities occupied by the GDHS for a period of thirty-six (36) months.

The appointment seeks to:

- Maintain a clean, hygienic, safe and healthy working environment for employees, visitors and stakeholders across all departmental facilities.
- Provide, install, service, maintain and replace hygiene equipment and ensure the continuous supply of hygiene consumables.
- Ensure the safe collection, transportation and disposal of sanitary and hygiene waste in accordance with applicable environmental and waste management legislation.
- Implement an IPM programme comprising routine inspections, pest monitoring, preventative treatments, corrective treatments and fumigation, where required, to effectively manage pest-related risks.
- Ensure that hygiene, sanitation and pest management services are delivered in compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), environmental legislation and all other applicable statutory and regulatory requirements.
- Maintain departmental hygiene equipment in a safe, functional and serviceable condition throughout the contract period.
- Provide responsive routine and emergency pest control services to minimise operational disruption and protect departmental assets.
- Support business continuity by ensuring that departmental facilities remain hygienic, safe, operational and free from conditions that may pose health, safety or environmental risks.

- Deliver a professional, reliable and cost-effective integrated facilities management service that supports the Department's operational requirements.

3. SCOPE OF WORK

The scope of work comprises the provision of integrated Hygiene, Sanitation, Washroom Hygiene, IPM and Fumigation Services for all facilities occupied by the GDHS.

The appointed service provider shall provide all labour, supervision, equipment, consumables, materials, transportation and any other resources necessary to render the required services throughout the thirty-six (36) month contract period.

The services shall include, but not be limited to:

3.1 Integrated Hygiene and Sanitation Services

The appointed service provider shall:

- Supply, install, service, maintain and replace hygiene equipment.
- Supply and replenish all hygiene consumables.
- Service and sterilise sanitary bins.
- Collect, transport and dispose of sanitary waste at licensed waste disposal facilities.
- Maintain hygiene equipment in a clean, safe and fully operational condition.
- Repair or replace damaged hygiene equipment where necessary.
- Remove all hygiene equipment upon expiry or termination of the contract where required by the Department.
- Ensure all personnel are suitably trained, appropriately attired and utilise the required Personal Protective Equipment (PPE) while rendering services.

3.2 Integrated Pest Management (IPM)

The appointed service provider shall implement an IPM programme at all departmental facilities.

The programme shall include:

- routine pest inspections;
- pest monitoring;
- preventative pest control treatments;
- corrective pest treatments;
- installation and servicing of pest monitoring devices where required;
- fumigation where infestations are identified or where directed by the Department;
- recommendations to minimise recurring infestations through improved housekeeping and environmental controls.

The Integrated Pest Management programme shall include, but not be limited to, the management of:

- rodents;
- cockroaches;
- ants;
- flies;
- mosquitoes;
- termites;
- bed bugs;
- fleas;
- wasps;
- bees; and
- any other pests commonly encountered within office environments.

All pesticides and chemicals utilised shall comply with applicable legislation and shall be suitable for use within occupied office environments.

3.3 Emergency Pest Control Call-outs

The contractor shall respond to pest infestations reported by the Department:

- within **24 hours** for urgent infestations posing a health, safety or operational risk; and
- within **48 hours** for all other reported pest infestations.

Corrective treatment shall be undertaken immediately upon attendance or, where this is not reasonably possible, temporary control measures shall be implemented until permanent treatment can be completed.

3.4 Service Frequencies

The appointed service provider shall render hygiene, sanitation and Integrated Pest Management services at the minimum frequencies indicated below or at such additional frequencies as may reasonably be required by the Department.

3.4.1 Hygiene and Sanitation Service Frequency

SERVICE ITEM	MINIMUM SERVICE FREQUENCY
Collection, servicing and sanitising of sanitary bins	Twice per week
Replacement of sanitary bin liners	Twice per week
Refill of soap dispensers	Twice per week
Refill of paper towel dispensers	Twice per week
Refill of toilet seat sanitiser dispensers	Twice per week



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Refill of automatic air fresheners	As required following inspection during scheduled service visits
Servicing of automatic urinal sanitiser units	Twice per week
Cleaning and inspection of all hygiene equipment	Twice per week
Supply and replenishment of hygiene consumables	Twice per week

3.4.2 Integrated Pest Management Service Frequency

SERVICE	MINIMUM FREQUENCY
Routine pest inspections	Monthly
Monitoring and servicing of bait stations and traps	Monthly
Preventative pest control treatments	Monthly
Corrective pest control treatments	As required following identification of infestations
Fumigation	Quarterly
Emergency pest control callouts	Within 24 hours (urgent incidents) and within 48 hours (routine incidents)

3.5 Staffing Requirements

The appointed service provider shall provide sufficient competent personnel to ensure the uninterrupted delivery of the required hygiene, sanitation and Integrated Pest Management services throughout the contract period.

As a minimum, the contractor shall provide:

3.5.1 Hygiene Assistants

The contractor shall allocate the following minimum number of dedicated Hygiene Assistants to service the Department's facilities:

Site	Johannesburg / Head Office	Tshwane	Ekurhuleni	Sedibeng	Meyerton	Mogale City
Hygiene Assistants	2	1	1	1	1	1

The contractor shall ensure that suitable relief personnel are available to cover annual leave, sick leave and other staff absences to ensure uninterrupted service delivery.

3.5.2 Contract Supervisor

The contractor shall appoint **one dedicated Contract Supervisor** who shall be responsible for the overall management of the contract.

The Contract Supervisor shall:

- supervise all Hygiene Assistants;
- coordinate monthly service schedules;
- conduct quality inspections;
- investigate service complaints;
- ensure adequate stock levels of consumables;
- monitor the condition of hygiene equipment;
- coordinate pest control and fumigation activities;
- liaise as and when required with the Department's Project Manager; and
- submit the required monthly reports.

The Contract Supervisor shall visit each departmental site at least once per week and shall be available to attend meetings or inspections when reasonably requested by the Department.

3.5.3 Pest Control Technicians

The contractor shall appoint **two dedicated Pest Control Operators** who shall be responsible for IPM and fumigation.

All Integrated Pest Management and fumigation services shall be performed by suitably qualified and registered Pest Control Operators in accordance with applicable legislation.

Where pest control services are required, the contractor shall deploy appropriately registered personnel to undertake inspections, treatments and fumigation.

3.5.4 Replacement Personnel

Where personnel are absent due to illness, leave, resignation or any other reason, the contractor shall provide suitably qualified replacement personnel of equal qualifications and experience to ensure that the required service levels are maintained at no additional cost to the Department. In an event that any such replacement is intended to be permanent, the contractor shall inform the Department in writing and the Departmental shall be entitled to approve or decline the replacement.

3.6 Hygiene Equipment Requirements per Site

The appointed service provider shall supply, install, service and maintain the hygiene equipment required at each departmental office in accordance with the quantities determined by the Department.

The equipment schedule below represents the Department's current requirements and may be amended during the contract period to accommodate operational requirements, office relocations or changes to the Department's accommodation portfolio.

SITE	JHB HEAD OFFICE	TSHWANE	MEYERTON	MOGALE	VEREENINGING	ALBERTON	TOTAL
Male Ablution Blocks – Wall bins	6	3	1	3	5	5	23
Female Ablution Blocks – Wall bins	7	3	1	2	4	4	21
Accessible ablution -Wall Bins	8	1	1	1	1	1	13
Female Cubicles - Toilet roll holders	21	6	3	9	4	4	47
Accessible cubicles toilet roll holders	8	1	1	1	1	1	13
Male Cubicles - Toilet roll holders	12	6	3	6	5	5	37
Urinals - Urinal sanitisers	15	6	7	6	5	5	44
Female Sanitary Bins	21	6	3	9	4	4	47
Accessible sanitary bin	8	1	1	1	1	1	13
Female Soap Dispensers	7	3	1	2	4	4	21
Male Soap Dispensers	6	3	1	3	5	5	23



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SITE	JHB HEAD OFFICE	TSHWANE	MEYERTON	MOGALE	VEREENINGING	ALBERTON	TOTAL
Accessible Soap dispensers	8	1	1	1	1	1	13
Paper Towel Dispensers	13	6	2	5	9	9	44
Accessible Paper Towel Dispensers	8	1	1	1	1	1	13
Female Toilet Seat Sanitiser Dispensers	33	12	6	15	9	9	84
Male Toilet Seat Sanitiser Dispensers	12	6	3	6	5	5	37
Accessible Toilet Seat Sanitiser Dispensers	8	1	1	1	1	1	13
Female Air Fresheners	7	3	1	2	4	4	21
Male Air Fresheners	6	3	1	3	5	5	23
Accessible Air Fresheners	8	1	1	1	1	1	13
Hand Sanitiser Dispensers	17	8	2	3	4	6	40
Nappy Disposal Bins (where applicable)	4	1	1	1	1	1	9
Waste Bins for Kitchens	12	5	1	2	2	6	28
Baby Changing Station	4	1	1	1	1	1	9

The quantities reflected above represent the Department's minimum hygiene equipment requirements. The Department reserves the right to adjust or request relocation of hygiene equipment during the contract period due to changes in accommodation, operational requirements or office relocations, including the establishment of a future Head Office.

3.7 Specification of Hygiene Equipment

All hygiene equipment supplied under this contract shall be new, fit for purpose, durable and suitable for use within commercial office environments.

Unless otherwise approved by the Department, all hygiene equipment shall be manufactured from stainless steel or an equivalent corrosion-resistant material and shall comply with the minimum specifications contained in this Terms of Reference.

The successful service provider shall be responsible for the supply, installation, servicing, maintenance, repair and replacement of all hygiene equipment necessary to ensure the continuous provision of hygiene, sanitation and washroom hygiene services throughout the contract period.

The contractor shall also ensure that all equipment remains fully operational, clean, hygienic and aesthetically acceptable throughout the duration of the contract.

TYPE	EXAMPLE PICTURE	SPECIFICATION
She Bins / Nappy Bin		Brushed Stainless Steel Sanitary Towel Pedal Bin • 21L Sanitary / Nappy Bin • Stainless Steel with satin/brushed finish with Stainless Steel frame inside for disposable liner. • Hands-free foot pedal for easy and hygienic disposal • Dimensions: 39.0 x 32.2 x 17.5 cm. • Bin Liners to be supplied and replace by appointed service provider

TYPE	EXAMPLE PICTURE	SPECIFICATION
Soap Dispenser		Brushed Stainless Steel 1100ml Automatic Soap Dispenser • 1100ml Automatic Sensor Soap Dispenser • Touch free • Dispenses foaming antibacterial soap. • Dose size of 0.4ml, = 2750 shots of hand soap per refill. • Foam soap to be supplied by appointed service provider • Batteries to be supplied and replaced by the appointed service provider.
Paper Towel Dispenser		Brushed Stainless Steel Folded Paper Towel Dispenser • Folded Towel Dispenser • Minimum 100 sheets capacity • A visible indicator of the level • Folded paper Towels to be supplied by appointed service provider

TYPE	EXAMPLE PICTURE	SPECIFICATION
Toilet seat Sanitiser Dispenser		Brushed Stainless Steel Toilet seat sanitiser dispenser • Toilet seat sanitiser dispenser • Minimum 500ml capacity, yielding approximately 2,000 to 3,500 sprays. • The seat sanitising chemical should be ultra-quick drying and effective against all harmful bacteria, commonly found on and around toilet fixtures. • Sanitiser supplied and refills supplied by appointed service provider
Toilet Roll Holder		Brushed Stainless Steel 3 roll Toilet Roll Holder • Size: 16cm(D) x 16cm(W) x 40cm(H). • Weight: 2.4kg. • Capacity: 3 x toilet rolls. • Lockable. • Keys to be supplied and maintained by appointed service provider

TYPE	EXAMPLE PICTURE	SPECIFICATION
Wall Bins		Brushed Stainless Steel Wall Bin • 27L • Slimline design • Frame inside the dispenser to hold the liner. • Wall mounted • Bin Liners to be supplied and replaced by appointed service provider
Automatic Air Freshener Dispenser		Brushed Stainless Steel Automatic Air Freshener Dispenser • Automatic programmable dispenser. • Adjustable dispensing intervals. • Minimum 3,000 sprays per refill. • Suitable for commercial washroom environments • Programmable to suit departments office hours • Batteries to be supplied and replaced by the appointed hygiene service provider. • Consumables to be supplied and refilled by appointed service provider

TYPE	EXAMPLE PICTURE	SPECIFICATION
Automatic Urinal Sanitiser		Brushed Stainless Steel Automatic Urinal Sanitiser • 3000 shot metered refill • Automatically dispensing a cleaning product into the urinal once every 15 minutes. • Batteries to be supplied and replaced by the appointed hygiene service provider. • Consumables to be supplied and refilled by appointed service provider
Hand Sanitiser Dispenser		Brushed Stainless Steel Automatic Hand Sanitiser Dispenser • Minimum capacity: 1000 ml. • Wall-mounted. • Stainless steel construction with satin/brushed finish. • Lockable. • Compatible with alcohol-based hand sanitiser. • Sanitiser refills to be supplied and refilled by the appointed hygiene service provider. • Batteries to be supplied and replaced by the appointed service provider.

TYPE	EXAMPLE PICTURE	SPECIFICATION
Kitchen Waste Bin		Brushed Stainless Steel kitchen waste bin. • Minimum capacity: 40 litres. • Pedal-operated hands-free opening. • Soft close • Removable inner liner or bin insert. • Easy-clean hygienic finish. • Heavy-duty commercial construction. • Refuse liners to be supplied and refilled by the appointed service provider.
Baby Changing Station		Wall-mounted, fold-down baby changing station suitable for commercial public facilities. • Colour: White • Manufactured from high-density polyethylene (HDPE) or equivalent durable material. • Minimum load capacity: 20 kg. • Smooth, non-porous surface for easy cleaning and disinfection. • Integrated safety strap. • Compliant with applicable health and safety standards. • Suitable for installation in male, female and universal accessible ablution facilities where directed by the Department. • Installed only where required by the Department.

The Department reserves the right to approve equivalent or superior hygiene equipment that meets or exceeds the minimum functional and technical specifications contained in this Terms of Reference. All dimensions stated are minimum requirements. Equivalent products meeting or exceeding these specifications will be accepted. Unless otherwise agreed in writing, all hygiene equipment supplied under this contract shall remain the property of the Contractor and shall be removed upon expiry or termination of the contract.

3.8 Service Levels and Response Times

The contractor shall respond to service requests and rectify defects within the timeframes specified below. Response times shall commence from the time the Department reports the defect to the contractor through the agreed communication channels.

PRIORITY	DESCRIPTION	RESPONSE TIME
Critical	Health, safety or operational risks requiring immediate attention, including overflowing sanitary bins, pest infestations posing a health risk, complete failure of hygiene services, damaged or unsafe equipment, or any condition that may adversely affect the health and safety of employees or members of the public.	Within 24 hours
Major	Failure or damage to hygiene equipment that affects service delivery but does not pose an immediate health and safety risk, including broken soap dispensers, toilet roll holders, paper towel dispensers, air fresheners, hand sanitiser dispensers or similar equipment.	Within 48 hours
Routine	General maintenance, adjustment, replacement of worn equipment, minor repairs, preventative maintenance, replacement of consumables not constituting a critical service failure, and other routine service requests.	Within five (5) working days

The contractor shall ensure that all reported defects are attended to within the prescribed response times. Where a permanent repair or replacement cannot reasonably be completed within the applicable response period, the contractor shall implement appropriate temporary measures to restore the service and advise the Department in writing of the reason for the delay and the anticipated date of final rectification.

3.9 Specification of Integrated Pest Management Equipment

The appointed service provider shall supply, install, maintain, inspect and replace all equipment necessary for the effective implementation of the IPM programme throughout the contract period.

All pest control equipment shall:

- be suitable for use within occupied commercial office environments;
- comply with all applicable legislation, standards and manufacturer's specifications;
- be fit for purpose and maintained in a safe and serviceable condition;
- be clearly labelled, secured and installed in locations that do not present a risk to employees, visitors or the public;
- be positioned to minimise interference with the Department's operations;
- be inspected and serviced during each scheduled pest control visit; and
- be removed or replaced where damaged, defective or no longer required.

The contractor shall at a minimum supply and maintain, where required, equipment including but not limited to:

- Rodent bait stations;
- Rodent traps;
- Insect monitoring traps;
- Cockroach bait stations;
- Glue boards;
- Fly control devices;
- Monitoring devices;
- Warning signage during pest control treatments;
- Application equipment; and
- Any other equipment necessary to effectively implement the Integrated Pest Management programme.

All pesticides, bait products, fumigants and treatment chemicals shall:

- be approved for use in the Republic of South Africa;
- be used strictly in accordance with the manufacturer's instructions and applicable legislation;
- be applied only by appropriately registered Pest Control Operators; and
- be selected in accordance with Integrated Pest Management principles, with chemical treatment being applied only where preventative and non-chemical control measures are insufficient.

3.10 Comprehensive Pest Risk Assessment Methodology

As part of the Functionality Evaluation, bidders shall submit a Comprehensive Pest Risk Assessment Methodology demonstrating their understanding of the Department's Integrated Pest Management (IPM) requirements and their proposed approach to implementing the services required under this Terms of Reference.

The Initial Pest Risk Assessment Methodology shall, as a minimum, address:

- identification of existing and potential pest risks;
- identification of pest harbourage areas, entry points and conducive environmental conditions;
- proposed pest monitoring programme;
- preventative pest control measures;
- corrective treatment procedures;
- fumigation methodology, where required;
- emergency pest infestation response procedures;
- environmental and chemical management procedures;
- health and safety precautions;
- reporting arrangements; and
- recommendations for preventing recurring infestations.

3.11 Integrated Pest Management Plan

Within thirty (30) calendar days of contract commencement, the successful service provider shall undertake a site-specific validation of the Initial Pest Risk Assessment Methodology submitted with its bid and prepare a comprehensive Integrated Pest Management (IPM) Plan for the Department.

The Integrated Pest Management Plan shall, as a minimum, include:

- the validated pest risk assessment findings for each departmental facility;
- the approved pest monitoring programme;
- the location, type and quantity of all monitoring and control equipment;
- inspection and treatment schedules;
- responsibilities of contractor personnel;
- emergency response procedures;
- environmental management measures;
- chemical application procedures;
- reporting requirements; and
- review and continuous improvement processes.

The Integrated Pest Management Plan shall be submitted to the Department within thirty (30) calendar days of contract commencement for approval and shall be reviewed annually, or whenever significant changes occur to the Department's accommodation portfolio, operational activities or identified pest risks.

3.12 Contract Mobilisation

Within thirty (30) calendar days of contract commencement, the bidder shall submit a comprehensive Contract Mobilisation Plan to the Department for approval. The Mobilisation Plan shall demonstrate the contractor's readiness to implement the services and ensure a seamless transition at all departmental facilities.

The Contract Mobilisation Plan shall, as a minimum, include:

- a mobilisation programme detailing key implementation activities and milestones;
- an implementation schedule for the commencement of services at each departmental facility;
- an equipment installation and replacement programme;
- a staffing plan identifying key personnel allocated to the contract and their responsibilities;
- the initial hygiene equipment asset register;
- the validated Pest Risk Assessment;
- the Integrated Pest Management (IPM) Plan;
- emergency contact details for operational and management personnel available to the Department;
- communication and escalation protocols for routine service requests, incidents and emergencies; and
- any additional information necessary to demonstrate the contractor's ability to deliver the services in accordance with the Terms of Reference.

The Department reserves the right to require amendments to the Contract Mobilisation Plan where it does not adequately address the operational requirements of the contract. The contractor shall not regard approval of the Mobilisation Plan as relieving it of any obligations under the contract. The Contract Mobilisation Plan shall become a contractual deliverable and shall form part of the contractor's performance assessment during the mobilisation period.

3.13 Inventory Register

The contractor shall establish and maintain an inventory register for all hygiene and sanitation equipment installed under this contract.

The inventory register shall be used for contract management purposes and to enable the Department to monitor the location, condition, maintenance and replacement of hygiene and sanitation equipment throughout the contract period.

The inventory register shall include, as a minimum:

- Equipment type;
- Building;
- Exact location;
- Installation date;
- Maintenance history;
- Replacement history; and
- Current condition.

The inventory register shall be updated throughout the contract period and submitted to the Department quarterly or upon request.

3.14 Environmental Management

The bidder shall implement all hygiene, sanitation and Integrated Pest Management services in an environmentally responsible manner and in compliance with all applicable environmental legislation.

The contractor shall:

- ensure that all pesticides, chemicals and treatment products utilised under this contract are approved for use in the Republic of South Africa and are applied strictly in accordance with the manufacturer's recommendations and applicable legislation;
- store all chemicals safely and securely in suitable containers to prevent unauthorised access, contamination or environmental pollution;
- ensure that current Safety Data Sheets (SDS) for all chemicals used under this contract are readily available at all times and provided to the Department upon request;
- immediately contain, clean up and report any chemical spill or accidental release occurring during the execution of the services and dispose of contaminated materials in accordance with applicable environmental legislation;

- ensure that all sanitary waste and other waste generated during the execution of this contract is collected, transported and disposed of by authorised waste service providers at appropriately licensed waste disposal facilities;
- maintain waste disposal records, including waste manifests, disposal certificates or equivalent proof of lawful disposal, and submit such records to the Department upon request;
- minimise the use of chemical treatments by implementing preventative and non-chemical control measures in accordance with Integrated Pest Management principles; and
- ensure that all waste generated during the execution of the contract is managed in a manner that does not create a nuisance or risk to employees, visitors, the public or the environment.

3.15 Service Reports

The contractor shall submit a consolidated monthly service report to the Department within five (5) working days after completion of the monthly services.

The report shall, as a minimum, include:

1. Hygiene services completed;
2. Hygiene equipment installed, serviced, repaired or replaced;
3. Consumables supplied and replenished;
4. Sanitary waste collected and disposed of;
5. Copies of waste disposal manifests and disposal certificates
6. Pest inspections undertaken;
7. Pest monitoring activities;
8. Preventative and corrective pest treatments undertaken;
9. Fumigation conducted, where applicable;
10. Infestations identified;
11. Corrective actions implemented;
12. Outstanding issues requiring departmental attention; and
13. Recommendations to improve hygiene standards and prevent future pest infestations.

The Department reserves the right to verify the information contained in the monthly reports through inspections and site audits.

3.16 Management of Changes to the Department's Accommodation Portfolio

GDHS reserves the right to adjust service sites during the contract period due to operational requirements, organisational restructuring, changes to the Department's accommodation portfolio, or the occupation of additional facilities, including a future Head Office.

The appointed service provider shall be required to adjust the provision of hygiene, sanitation, washroom hygiene and IPM services to accommodate such changes, subject to the terms of the contract and applicable procurement prescripts.

Where instructed in writing by the Department, the service provider shall:

- commence services at newly occupied departmental facilities;
- adjust the quantity of hygiene or sanitation equipment and consumables required at existing facilities;
- discontinue services at facilities that are vacated or no longer occupied by the Department;
- relocate, remove or reinstall hygiene or sanitation equipment where required;
- amend service schedules to reflect changes to the Department's operational requirements; and
- update the hygiene and sanitation equipment inventory register to reflect all changes to the Department's accommodation portfolio.

The quantities of hygiene and sanitation equipment and services contained in this Terms of Reference are based on the Department's current accommodation footprint and are provided for pricing purposes. Any adjustment during the contract period shall be confirmed by the Department in writing.

Any adjustment in the scope of services shall be managed in accordance with the contractual agreement, available budget, applicable Treasury Regulations and all relevant public procurement prescripts.

No additional compensation shall be payable for the discontinuation, relocation or removal of services resulting from the closure, consolidation or relocation of departmental facilities, other than adjustments made in accordance with the approved contract pricing and applicable procurement requirements.

4. EVALUATION METHODOLOGY

The evaluation of bids will be done in terms of the PFMA, the GDHS Supply Chain Policy and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

The first stage is the evaluation of bids on **Mandatory Compliance**. During these stages, bids that do not meet the **Mandatory Compliance** requirements will be disqualified and not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of **70 points** on **Functionality**, will not be considered for the Preference Point System.

The bid will be evaluated in three stages, as follows:

- a) Stage 1: Mandatory Compliance Evaluation
- b) Stage 2: Functionality Evaluation Criteria
- c) Stage 3: Preference Points System
 - ✓ Price = 80 Points
 - ✓ Preference = 20 Points

4.1 Stage 1: Mandatory Compliance Evaluation

Bidders must ensure that the following mandatory returnable documents are fully completed and submitted for compliance, failing which will be disqualified from further evaluation.

- a) Compulsory briefing session attendance certificate.
- b) Fully completed Annexure A - Pricing Schedule (total bid price must agree with SBD 3.3).
- c) SBD 3.3 – Fully completed, including Total Bid Price in line with Scope of Work.
- d) SBD 4 - Fully completed and signed Bidders Disclosure form.
- e) Integrity Pact for Business form - Fully completed and signed by the bidding company authorized representative. If the bidder has not signed this integrity pact at the time of bid submission, the tender/proposal shall be disqualified.
- f) A valid letter of good standing in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) industry specific- Cleaning, Hygiene and Pest Control. For Joint-Ventures (JV) / Consortia, a valid letter of good standing must be submitted for **each** JV / Consortia partner;
- g) Original certified copy (copies will not be accepted) for each of the two Pest Control Operator's valid Registration Certificates who will be rendering the services under this contract. The Pest Control Operators shall be registered with the Registrar in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947), administered by the Department of Agriculture, Land Reform and Rural Development (DALRRD). The registration(s) shall, as a minimum, cover the following fields:

- a. Structural Pest Control; and
- b. Fumigation.
- h) A bidder must provide proof of its registration on the Gauteng Waste Information System (GWIS).
- i) A bidder must provide a copy of its valid Certificate of Registration for the transportation or disposal of sanitary (hazardous) waste issued to the Bidder by Gauteng Department of Agriculture and Rural Development

N.B: Bids that do not comply with the above mandatory returnable document requirements will be DISQUALIFIED from the bid process.

4.2 Other required documentation (Administrative Compliance Documents)

Administrative compliance comprises checking if bidders have complied with the requirements listed below. Non-compliance will not lead to disqualification:

- a) Complete, sign, and submit SBD 1 - Invitation to Bid;
- b) Complete, sign, and submit SBD 6.1 - Preference Point claim form
- c) Letter of Resolution / Authority by Directors for an authorized representative to sign bidding documents on behalf of the company should be submitted with the bid.
- d) Valid SARS Tax compliance status (TCS) pin
 - i. Bidders must ensure compliance with their tax obligations.
 - ii. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
 - iii. In bids where consortium, joint ventures or partnerships are involved, each party must submit a separate PIN.
- e) Proof of registration with Central Supplier Database - Ensure that your company is registered on Central Supplier Database (CSD) prior to closing date of the tender.
- f) Company CIPC registration documents
- g) Certified copies of IDs for Members / Directors
- h) Valid B-BBEE certificate (issued by an agency accredited by SANAS) or a valid Sworn Affidavit/ B-BBEE Certificate issued by CIPC for a qualifying EME/QSE. In the case of consortiums / joint ventures or partnerships, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS.
- i) A joint venture/consortium agreement signed by all parties to the agreement (where bidders submit proposals as such). Lead partner to be clearly indicated as well as the proposed revenue split.

4.3 Stage 2: Functionality Evaluation

A total of **100 points** is allocated for this stage of evaluation. The minimum threshold for this part of the evaluation is **70 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

The following criteria and the maximum weights of each criterion as indicated will be applicable:

EVALUATION CRITERIA	POINTS
SECTION 1 - EXPERIENCE OF THE BIDDER	35
Important notes to the bidder: 1. The Tenderer is required to provide proof of work previously undertaken in the hygiene, sanitation and integrated pest control industry for similar work and a similar duration. 2. These refers to the experience to undertake the scope of work involved in this tender. 3. Appointment Letter/ Contract/ Purchase Order and Reference Letters must be aligned to similar works, which have been successfully concluded in the previous years. 4. Each Appointment Letter/ Contract/ Purchase Order must be accompanied by a corresponding Reference Letter and must be signed and dated by the company for which the work was done; it must clearly specify the date that the scope of work was conducted; it must include a contactable person with a current contactable number or recent email address and it must be on an official letterhead of the company for which the work was done. 5. Note: The responsibility resides with the bidder to ensure that references are contactable. 6. Bidders are required to have experience in both hygiene and pest control services, if a bidder scores 0 points on any of the individual services, then the bidder will score 0 on the past experience in totality – 0 on hygiene and sanitation and 0 on integrated pest control services. 7. The maximum points a bidder can score in this section is 35 Points and the lowest score a bidder can score in this section is zero points <i>In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter/ Contract/ Purchase Order of a subcontractor accompanied by a corresponding Reference Letter from the main contractor is to be attached and is compulsory otherwise such an appointment letter as a subcontractor will not be considered.</i>	



EVALUATION CRITERIA	POINTS
<u>Provision of Hygiene and Sanitation Services:</u> • Submission of three (3) or more <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect to provision of hygiene and sanitation services for cumulative 24 months or more. = 20 points • Submission of two (2) <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect to provision of hygiene and sanitation services for cumulative 24 months or more. = 15 points • Submission of one (1) <i>Appointment Letter/ Contract/ Purchase Order</i> and corresponding Reference Letter in respect to provision of hygiene, and sanitation services for cumulative 24 months or more. = 5 points • Non-submission of letters and corresponding reference letters in respect to provision of hygiene, sanitation services for cumulative 24 months or more. = 0 points <u>Provision of Integrated Pest Control Services:</u> • Submission of three (3) <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect to provision of integrated pest control services for cumulative 24 months or more. = 15 points • Submission of two (2) <i>Appointment Letters/ Contracts/ Purchase Orders</i> and a corresponding Reference Letters in respect to provision of integrated pest control services for cumulative 24 months or more. = 10 points • Submission of one (1) <i>Appointment Letter/ Contract/ Purchase Order</i> and a corresponding Reference Letter in respect to provision of integrated pest control services for cumulative 24 months or more. = 5 points • Non-submission of letters and corresponding reference letters in respect to provision of integrated pest control services for cumulative 24 months or more. = 0 points	
SECTION 2 – EXPERIENCE OF OPERATIONS/PROJECT MANAGER	14
Important notes to the bidder: 1. Years of experience pertains to the experience of the Operations/Project Manager only. 2. The relevant experience of the Operations/Project Manager in relation to the hygiene, sanitation and integrated pest control industry. 3. A detailed CV of the Operations/Project Manager allocated to this project must be submitted with the bidder's proposal. The CV must provide details with regards to	



EVALUATION CRITERIA	POINTS
experience that is relevant to hygiene, sanitation and integrated pest control services. In addition, the CV must include current contactable references and a certified copy of the Identity document of the operations manager. 4. Only an originally certified copy (copies will not be accepted) of the Identity Document (ID) which is not older than 06 months must be submitted as part of the CV that is submitted. 5. The maximum points a bidder can score in this section is 14 points and the lowest score a bidder can score in this section is zero points. <u>Operations/Project Manager's Experience:</u> • 5 years' or more experience in the provision of hygiene, sanitation and integrated pest control services. = 14 points • 4 years' to less than 5 years' experience in the provision of hygiene, sanitation and integrated pest control services. = 10 points • 3 years' to less than 4 years' experience in the provision of hygiene, sanitation and integrated pest control services. = 6 points • 2 years' to less than 3 years' experience in the provision of hygiene, sanitation and integrated pest control services. = 2 points • Less than 2 years' experience in the provision of hygiene, sanitation and integrated pest control services. = 1 point • Non-submission of experience in the provision of hygiene, sanitation and integrated pest control services. = 0 points	
SECTION 3 – EXPERIENCE OF TWO (2) HYGIENE ASSISTANTS	13
Important notes to the bidder: 1. Years of experience pertains to the experience of <u>the two (2) Hygiene Assistants</u>. 2. The relevant experience of the Hygiene Assistants in relation to the hygiene and sanitation services industry. 3. A detailed CV of each of the two (2) Hygiene Assistant's allocated to this project must be submitted with the bidder's proposal. The CV must provide details with regards to experience that is relevant to hygiene, and sanitation services. In addition, the CV must include contactable references and a certified copy of the Identity documents of each of the hygiene assistants 4. Only an originally certified copy (copies will not be accepted) of the Identity Document (ID) of each of the Hygiene Assistants which is not older than 06 months must be submitted as part of the CV that is submitted. 5. The maximum points a bidder can score in this section is 13 points and the lowest score a bidder can score in this section is zero points.	



EVALUATION CRITERIA	POINTS
<u>2 x Hygiene Assistant's Experience:</u> - Cumulative 5 years' or more experience in the provision of hygiene and sanitation services. = 13 points - Cumulative 4 years' to less than 5 years' experience in the provision of hygiene and sanitation services. = 9 points - Cumulative 3 years' to less than 4 years' experience in the provision of hygiene and sanitation services. = 5 points - Cumulative 2 years' to less than 3 years' experience in the provision of hygiene and sanitation services. = 3 points - Cumulative less than 2 years' experience in the provision of hygiene and sanitation services. = 1 point - Non-submission of experience in the provision of hygiene and sanitation services. = 0 points	
SECTION 4 – EXPERIENCE OF TWO (2) PEST CONTROL OPERATORS	14
Important notes to the bidder: - Years of experience pertains to the experience of the two (2) Pest Control Operators. - The relevant experience of the Pest Control Operators in relation to the integrated pest control services industry. - A detailed CV for each of the two (2) Pest Control Operators allocated to this project must be submitted with the bidder's proposal. The CV must provide details with regards to experience that is relevant to integrated pest control services and fumigation. In addition, the CV must include contactable references. - Only an originally certified copy (copies will not be accepted) of each of the two (2) Pest Control Operators Identity Documents (ID) which is not older than 06 months must be submitted as part of the CV. - The maximum points a bidder can score in this section is 14 points and the lowest score a bidder can score in this section is zero points. <u>Pest Control Operator [no. 1]:</u> 5 years' or more experience in integrated pest control and fumigation services. = 7 points 4 years' to less than 5 years' experience in integrated pest control and fumigation services. = 5 points 3 years' to less than 4 years' experience in integrated pest control and fumigation services. = 4 points 2 years' to less than 3 years' experience in integrated pest control and fumigation services. = 3 points	



EVALUATION CRITERIA	POINTS
• Less than 2 years' experience in integrated pest control and fumigation services. = 2 points • Non-submission of experience in integrated pest control and fumigation services. = 0 points <u>Pest Control Operator [no. 2]:</u> • 5 years' or more experience in integrated pest control and fumigation services. = 7 points • 4 years' to less than 5 years' experience in integrated pest control and fumigation services. = 5 points • 3 years' to less than 4 years' experience in integrated pest control and fumigation services. = 4 points • 2 years' to less than 3 years' experience in integrated pest control and fumigation services. = 3 points • Less than 2 years' experience in integrated pest control and fumigation services. = 2 points • Non-submission of experience in integrated pest control and fumigation services. = 0 points	
SECTION 5 – INTEGRATED PEST CONTROL ASSESSMENT METHODOLOGY	19
Important notes to the bidder: 1. The bidder shall submit a methodology demonstrating its understanding of the Department's IPM requirements and its approach to implementing the services required under this Terms of Reference. 2. The methodology shall, as a minimum, address the following: • Initial pest risk assessment of all departmental facilities; • Routine inspections and pest monitoring programme; • Preventative pest control measures; • Corrective treatment procedures; • Fumigation methodology; • Emergency pest infestation response procedures; • Environmental and chemical management; • Reporting and recommendations to the Department. 3. The maximum points a bidder can score in this section is 19 points and the lowest score a bidder can score in this section is zero points. <u>Integrated Pest Control Assessment Methodology:</u> • Comprehensive methodology demonstrating a clear understanding of all eight (8) aspects of the required IPM programme, including inspections, monitoring,	



EVALUATION CRITERIA	POINTS
preventative and corrective treatments, fumigation, emergency response, environmental management and reporting. = 19 points - Methodology addresses between six (6) to seven (7) of the required elements but lacks sufficient detail or does not adequately explain implementation. = 14 points - Methodology addresses between four (4) to five (5) of the required elements but demonstrates a limited understanding of the required IPM programme. = 8 points - Methodology addresses between one (1) to three (3) of the required elements but demonstrates a limited understanding of the required IPM programme. = 4 points - Non-submission of methodology. = 0 points	
SECTION 6 – LOCALITY	05
Important notes to the bidder: - Bidders should have an operational footprint in the Gauteng Province in terms premises operating from to render services which align to these terms of reference. - Points will only be awarded where the following requirements are fully complied with - The maximum points a bidder can score in this section is 05 points and the lowest score a bidder can score in this section is zero points. - Proof of business address in Gauteng Province is to be submitted as follows: For Own Office Space: Submit a municipal bill which is not older than 03 months from the closing date of the tender – registered under the company name, not a residential municipal bill. For Leased Offices: - Submit a Lease Agreement signed by both parties on the lessor's letterhead and must be accompanied by the lessee's rental statement/invoice which should not be older than 03 months from the closing date of the tender. OR - Submit a Letter of Intent/Commitment to Rent. The documents must be on the lessor's letterhead and must be signed by both parties and accompanied. Locality: - Ability to demonstrate an operational footprint of occupied premises from which services are rendered in the Gauteng Province. = 05 points	



GAUTENG PROVINCE

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EVALUATION CRITERIA	POINTS
- Ability to demonstrate an operational footprint of occupied premises from which services are rendered outside of the Gauteng Province. = 2 points - Has not demonstrate an operational footprint of occupied premises from which services are rendered in the Gauteng Province or other province. = 0 points	
TOTAL POINTS FOR FUNCTIONALITY EVALUATION	100
MINIMUM THRESHOLD POINTS	70

NB! Bidders who fail to meet the minimum threshold of 70 points will not be considered for further evaluation.

4.4 Stage 3 – Preference Point System

A preferential point system shall apply whereby a contract will be allocated to a Tenderer in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 and as defined in the Conditions of Tender in the tender document, read in conjunction with the Procurement Policy of Gauteng Department of Human Settlements. The preference procedure for evaluation of responsive Tender offers shall be the 80/20 preference and specific goal system, being a maximum of 80 points for price and a maximum of 20 points for specific goals.

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

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

SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)
Women ownership	100% Women ownership	06
	99% - 75% Women ownership	05
	74% -60% Women ownership	04
	59% - 51% Women ownership	03
	50%- 0 Women ownership	0
SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)
Youth ownership	100% Youth ownership	06
	99% - 75% Youth ownership	05
	74% - 60% Youth ownership	04
	59% - 51% Youth ownership	03
	50%- 0 Youth ownership	0



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)
Disability ownership	100% Disability Ownership	04
	99% - 75% Disability Ownership	03
	74% - 60% Disability Ownership	02
	59% - 51% Disability Ownership	01
	50%- 0 Disability Ownership	0
SPECIFIC GOAL	ACHIEVEMENT LEVEL	Number of points allocated (80/20 system)
Military Veteran Ownership	100 % MV Ownership	04
	99% - 75% MV Ownership	03
	74% - 60% MV Ownership	02
	59% - 51% MV Ownership	01
	50%- 0 MV Ownership	0

Bidders are required to submit documents listed below as proof of ownership to score points on specific goals:

- Ownership Certificate issued by the Companies and Intellectual Property Commission (CIPC)
- A valid B-BBEE certificate issued by a SANAS accredited verification agency. In the case of EMEs and QSEs a Sworn Affidavit issued in terms of the prescribed template/CIPC B-BBEE Certificates. A valid consolidated B-BBEE certificate in case of JV, issued by a SANAS accredited verification agency.
- Certified copy(s) of the ID-document(s) of Director(s).
- A medical certificate confirming the existence of a permanent disability (without disclosing detailed medical information).
- A valid Military Veteran Recognition Certificate or Military Veteran Identity Card issued by the Department of Military Veterans for each owner upon whom the points are claimed.

NB: The above-mentioned documents will be verified against CSD.

Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate Specific Goals claims:

- Only valid B-BBEE Status Level Verification Certificates, issued by agencies accredited by SANAS will be accepted.
- Bidders qualifying as Exempted Micro Enterprise (EME) or Qualifying Small Enterprises (QSE) can submit a valid Sworn Affidavit (DTIC) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit
 - *Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.*
 - *Sworn Affidavit must be signed by a Commissioner of Oath on the same date as the Deponent.*
- In the case of a Consortium/ Joint Venture (JV), a bidder must submit a valid consolidated B-BBEE Status Level Verification Certificate, issued by a SANAS accredited agency.
 - *Sworn Affidavits will NOT BE ACCEPTED for a Consortium or JV.*
- The Department will NOT ACCEPT a **copy of a certified copy**, all certified copies should have the original stamp of certification, and the date must not be older than six months from the closing date of the tender.
- All certificates and/or sworn affidavits, certified as a “**true copy of the original**”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972)
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the SBD 6.1.
- The Department cannot solely rely on the CSD Report as the CSD Report states:

“BBBEE - CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify

5. PRICING SCHEDULE

Bidders are required to submit a detailed formal quotation; detailed specification per location where the hygiene, sanitation and IPM services will be provided. Attached as **Annexure A**.

5.1 Pricing Instructions

Bidders shall complete all applicable fields in the Pricing Schedule. Prices shall be inclusive of all costs necessary to render the services specified in the Terms of Reference, including VAT unless otherwise indicated.

The pricing schedule distinguishes between the Department's baseline contract requirement, which will be used to determine the tender price, and scheduled rates, which are provided for contract administration purposes only.

Scheduled rates do not constitute a commitment or guarantee by the Department that additional quantities, equipment, accommodation or services will be required during the contract period. Any adjustment to the contracted quantities or services shall be subject to a written instruction by the Department, available budget, the terms of the contract and applicable procurement prescripts.

All tendered rates shall remain firm for the applicable contract year. Bidders shall provide rates for each contract year and shall therefore make provision in their tendered rates for any anticipated escalation over the thirty-six (36) month contract period.

NOTE: The monthly hygiene and sanitation rate shall include: provision of the specified hygiene equipment; servicing; maintenance; repairs; replacement where required; consumables; batteries; liners; sanitary waste collection and disposal; hygiene assistants; supervision; labour; transport; reporting; and all other costs necessary to render the hygiene and sanitation services specified in the Terms of Reference.

NOTE: The floor areas provided by the Department constitute the baseline areas for tender pricing purposes. The tendered rate per square metre establishes the pricing basis for the IPM services specified in this Terms of Reference and may be used, subject to the contract and applicable procurement prescripts, to calculate adjustments arising from approved changes to the Department's accommodation footprint. The inclusion of the rate does not constitute a commitment by the Department to increase the scope, floor area or value of the contract.

NOTE: Once-off Supply & Installation Rate includes:

Supply, delivery and installation of one additional complete unit, including all mounting hardware, fittings, commissioning, labour and associated installation costs.

NOTE: Monthly Service Rate includes:

Servicing, inspection, maintenance, repairs, replacement where required, consumables, batteries, liners, sanitary waste collection and disposal where applicable, labour, transport and all other recurring costs associated with maintaining the equipment and service.

6. FORMAT AND SUBMISSION OF BID

Bid submissions shall be submitted in one (1) sealed envelope containing one (1) hard copy of the technical proposal. The sealed envelope shall be clearly marked with the bidder's name, tender description, tender number, and the closing date and time. Proposals shall be clearly indexed and delivered to the Department of Human Settlements, Nevada Building, 4th Floor Reception, 68 Voortrekker Street, Alberton, on or before the closing date and time.

NB: NO electronic submissions and NO late submissions will be accepted.

7. PROJECT BRIEF AND QUESTIONS

A compulsory site briefing shall be conducted before the closing date of the tender to familiarise prospective bidders with the Department's operational environment and the nature of the services required at the Department's current Head Office at 129 Fox Street, Marshalltown, Johannesburg;

Where reasonably requested by prospective bidders, access will also be provided to additional departmental facilities to enable bidders to familiarise themselves with the sites prior to submitting their bids.

The purpose of the site briefing is to ensure that bidders fully understand the operational requirements of the contract and are able to prepare informed technical proposals and pricing schedules.

Prospective bidders may send technical and SCM/ related enquires/ questions through email to GDHS contact persons indicated in the enquiries (Section 11) of the document.

8. DUE DILIGENCE AND VERIFICATION

The Department reserves, as a condition to this bid, the right to conduct due diligence and independently verify any information, documentation, qualifications, registrations, experience, and/ or representations submitted by a bidder during the evaluation and adjudication of this Bid.

Such verification may include, but is not limited to:

- contacting clients and references provided by the bidder to verify contracts, scope of services, contract duration, performance and satisfactory completion;
- verifying appointment letters, contracts, purchase orders, reference letters and other evidence of previous experience with the issuing organisation;
- verifying the qualifications, experience and availability of key personnel proposed for the contract;
- verifying professional, statutory or regulatory registrations and certificates with the relevant issuing authority or regulator, including Pest Control Operator registrations;
- verifying licences, permits, accreditations and other mandatory compliance documentation;
- confirming the authenticity and validity of any document submitted as part of the Bid; and
- requesting clarification or supporting information where reasonably necessary to verify information already submitted, provided that such clarification shall not permit a bidder to supplement or materially alter its Bid after the closing date where this would be contrary to the applicable procurement prescripts or conditions of Bid.

Bidders shall ensure that all references and contact details provided are current and contactable and that the Department is authorised to verify the information submitted.

Where information or documentation is found to be false, fraudulent, materially misleading, inconsistent with information obtained from the relevant issuing authority, or otherwise invalid, the Department may deal with the Bid in accordance with the applicable Bid conditions, Supply Chain Management prescripts and applicable law. The Department's decision not to verify any particular document or representation shall not be construed as confirmation of its authenticity or validity.

9. CONTRACTUAL ARRANGEMENTS

The services required will be governed by a signed Service Level Agreement or Professional Services Contract between GDHS and the Service Provider, in line with this Terms of Reference. Until such time the aforementioned agreement has been finalized, the relationship between GDHS and the Service Provider will be governed by the Gauteng Provincial Government General Conditions of Contract, the contents of this Terms of Reference and subsequent written communications from the GDHS.



10. GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING

Section 38(1) (f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder/s in this regard, if required.

11. ENQUIRIES

- All enquiries related to the content of the Terms of Reference may be directed in writing for attention to infogdhus.tenders@gauteng.gov.za for technical enquiries. The bid number should be mentioned in all correspondences.
- Any other enquiry related to bid process (SCM related enquiries) may be directed in writing for attention to Ms. Sindisiwe Sithole at Sindisiwe.Sithole2@gauteng.gov.za and Ms Nkele Maleka at Nkele.Maleka@gauteng.gov.za and copy infogdhus.tenders@gauteng.gov.za The bid number should be mentioned in all correspondences.
- **Telephonic requests for clarification will not be accepted.**

12. CHECKLIST FOR RETURNABLE DOCUMENTS BY THE BIDDER

DOCUMENT		TICK
1	Originally signed and stamped compulsory briefing session certificate.	
2	Standard Bid Documents (SBD 1, 4, 3.3 and 6.1)	
3	Annexure A – Pricing Schedule	
2	Integrity Pact for Business form	
3	Copy of Companies and Intellectual Property Commission (CIPC) registration previously known as CK	
4	Valid Tax SARS Issued Pin Code (Which will be verified)	
5	Original/Certified valid B-BBEE certificate/ Sworn Affidavit in case of qualifying EME's and QSE's	
6	Proof of company registration on Central Supplier Database (CSD)	
7	JV/Consortium Agreement (If applicable)	
8	Mandatory supporting documents	



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

9	Functionality supporting documents	
10	Other documents	

NOTE: The checklist does not serve as a comprehensive list of requirements. Therefore, it remains the Bidder' responsibility to ensure all required supporting documents are submitted in their bid proposal, for evaluation purposes.



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF THE CONTRACT

BID NUMBER	HLA 4/2/4 - 2026/03
DESCRIPTION	THE APPOINTMENT OF SERVICE PROVIDER FOR THE PROVISION OF HYGIENE, SANITATION AND PEST CONTROL SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENT (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
CLOSING DATE	20 NOVEMBER 2026
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

Bids will be evaluated on functionality and in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulation.

1.1 Functionality

The functionality contained in the Terms of References applies.

1.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the department will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2. REQUEST FOR CLARIFICATIONS

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data. **There will be a compulsory briefing session for this tender.**

3. NON - COMMITMENT

- 3.1 The department is not bound to accept any of the bids submitted.
- 3.2 The department reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference prior to the closing date.
- 3.3 The cost of preparing bids will not be reimbursed.

4. REVIEW PROCESS

- 4.1 Documents submitted on time by bidders shall not be returned and shall remain the property of the department.
- 4.2 All bids duly lodged will be evaluated in accordance with the evaluation criteria.

5. LATE BIDS

Bids received late shall not be considered and may be returned to the bidder if possible. A bid will be considered late if it is received one second after closing time or any time thereafter. The bid closing time is 11:00 am.

6. GENERAL

- 6.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.
- 6.2 The department reserves the right not to appoint.
- 6.3 The appointments may be awarded to a tenderer that did not score the highest points in accordance with section 2(1)(f) of the PPPFA Act 5 of 2000.
- 6.4 The duration of the contract is for a period of 36 months from the date of appointment.
- 6.5 The relevant stipulations of the Public Finance Management Act 1 of 1999 ("the PFMA") i.e., Sections 38(1) (f) and 76(4) (b), read with Treasury Regulation 8.2, apply for payments after the rendering of monthly services.

NOTE: No deviation from, or breach or failure to follow any of the conditions, shall be considered to be a condonation, waiving or ratification of such deviation, breach or failure to comply, unless such condonation, waiving or non-fulfilment has been agreed upon in writing, through the GDHS.

- 6.6 The stipulations of Treasury General Conditions of Contract Practice Note: SCM 1 of 2003 apply to cases of any breach of the conditions of contract, or where an unsatisfactory service is rendered.
- 6.7 Notwithstanding anything to the contrary, or any other periods of time or terms that may be contained in this contract, it is a specific condition hereof that the GDHS shall have the right to terminate the contract with one month's written notice should the need for the service no longer exist and the service no longer be required.

6. REASONS FOR REJECTION

- 7.1 The department reserves the right to return late bids as mentioned in section 5 above.
- 7.2 The department reserves the right to determine and reject bids that are not in accordance to specification/Terms of Reference.
- 7.3 Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 7.4 The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 7.5 The department may disregard any submission if that bidder, or any of its directors:
- (i) Have abused the Supply Chain Management (SCM) system of any Government Department;
 - (ii) Have committed proven fraud or any other improper conduct in relation to such system;
 - (iii) Have failed to perform on any previous contract and the proof thereof exists; and
 - (iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract based on the specific goals.

End.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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- documents 11. Insurance
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- parts
15. Warranty
16. Payment
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21. Delays in the supplier's
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- duties 25. Force Majeure
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- insolvency 27. Settlement of
- disputes
28. Limitation of liability
29. Governing
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- law
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the

contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

contract.

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

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

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

1.19 "Order" means an official written order issued for the supply of

goods or works or the rendering of a service.

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

information; inspection.

5. Use of contract documents and

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the

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(b) a cashier's or certified cheque

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

**8.
Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

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

11. Insurance

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

**12.
Transportation**

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

**13.
Incidental
services**

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

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

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

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

with the public sector.

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

**24. Anti-dumping
and
countervailing
duties and rights**

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

**25. Force
Majeure**

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

	25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27. Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

