

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	INVITATION TO BID	Page 1 of 4

BID NUMBER	GT/GDE/045/2026
BID DESCRIPTION	INVITATION OF SERVICE PROVIDER(S) TO SUBMIT PROPOSALS TO RENDER THE SERVICE OF HIRING, DELIVERY, AND SERVICING OF FLUSHING MOBILE CHEMICAL TOILETS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THIRTY-SIX (36) MONTHS.

CUSTOMER DEPARTMENT	Gauteng Department of Education
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF EDUCATION

BRIEFING SESSION	Y ☐ N ☒	SESSION COMPULSORY	Y ☐ N ☒
		SESSION HIGHLY RECOMMENDED	Y ☐ N ☒
BRIEFING VENUE	N/A	DATE	N/A
COMPULSORY SITE INSPECTION	Y ☐ N ☒	DATE	N/A
SITE INSPECTION ADDRESS	N/A		

TERM AGREEMENT CALLED FOR?	Y ☒ N ☐	TERM DURATION	36 Months
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CLOSING DATE	20 November 2026	CLOSING TIME	11h00
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TENDER BOX LOCATION
GAUTENG DEPARTMENT OF EDUCATION, 100 MAIN STREET, CORNER MAIN & RISSIK STREET, MARSHALLTOWN, JOHANNESBURG

NOTES

THE TENDER BOX IS OPEN 07H00 TO 16H00 WEEKDAYS

- 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, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



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PART A INVITATION TO BID

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE	N/A	NUMBER	N/A	
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.	



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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	Gauteng Department of Education
CONTACT PERSON	PROCUREMENT BUYER
TELEPHONE NUMBER	011 355 0077/ 011 355 0032
FACSIMILE	N/A
E-MAIL ADDRESS	gdeprocurement10@gauteng.gov.za/ procurement2@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Gauteng Department of Education
CONTACT PERSON	PROCUREMENT BUYER
TELEPHONE NUMBER	011 355 0077/ 011 355 0032
FACSIMILE	N/A
E-MAIL ADDRESS	gdeprocurement10@gauteng.gov.za/ procurement2@gauteng.gov.za



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

RETURNABLE ATTACHMENT**GAUTENG PROVINCE**EDUCATION
REPUBLIC OF SOUTH AFRICA

CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO 4 OF 2013 (POPIA)

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.
2. For purposes contemplated in paragraph 1, the Gauteng Department of Education (Department), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Registration Number: _____) (Company), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.
9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
 - ✓ ensure the lawful processing of Personal Information
 - ✓ secure the integrity and confidentiality of such Personal Information;
 - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
 - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
 - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
 - ✓ apply the acceptable information security practices and procedures.
11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention - a unauthorised disclosure of Personal Information.
12. In accordance with the requirements• of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



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INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



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INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.



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INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER	GT/GDE/045/2026	CLOSING DATE	20 November 2026
VALIDITY OF BID	180 DAYS	CLOSING TIME	11h00

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	☐
The applicable preference point system for this tender is the 80/20 preference point system.	☐
Either the 90/10 or 80/20 preference point system will be applicable in this tender	☒

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	☒	N	☐	SERVICE BASED	Y	☒	N	☐	VALUE BASED	Y	☒	N	☐
VALUE BASED	Y	☒	N	☐										
QUANTITY BASED	Y	☐	N	☒										
TERM BASED	Y	☒	N	☐										

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	BIDDER'S DISCLOSURE	Page: 1 of 3

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 interest 1 in the enterprise, employed by the state?

YES	☐	NO	☐
------------	--------------------------	-----------	--------------------------

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

Full Name	Identity Number	Name of State Institution

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES		NO	
------------	--	-----------	--

2.2.1 If so, furnish particulars:

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

YES		NO	
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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 consortium ² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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	BIDDER'S DISCLOSURE	Page: 3 of 3

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

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

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

Signature		Date	
Position		Name of the Bidder	



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

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EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
Capacity to Delivery	55
Human Resources	30
Company Experience	15
Total	100

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.



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EVALUATION METHODOLOGY PROCESS

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STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	90/ 80
Preference Points (Specific Goals)	10/ 20
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	10/ 20
1.Black-owned enterprise	3/ 6
2.Female owned enterprise	4/ 8
3.Youth owned enterprise	2/ 4
4.People with disabilities owned enterprise	1/ 2
5.	
6.	
7.	
8.	
9.	
10.	

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



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EVALUATION METHODOLOGY PROCESS

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BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



TERMS OF REFERENCE

INVITATION OF SERVICE PROVIDER(S) TO SUBMIT PROPOSALS TO RENDER THE SERVICE OF HIRING, DELIVERY, AND SERVICING OF FLUSHING MOBILE CHEMICAL TOILETS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THIRTY-SIX (36) MONTHS.

The Gauteng Department of Education (GDE) has produced this document in good faith. GDE, its agents, its employees, and its associates do not warrant its accuracy or completeness. GDE makes no representation, warranty, assurance, guarantee, or endorsement to any provider/bidder concerning the document, whether with regard to its accuracy, completeness, or otherwise. GDE shall have no liability towards the responding service providers or any other party in connection therewith

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MONTHS.**

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**INVITATION OF SERVICE PROVIDER(S) TO SUBMIT PROPOSALS TO RENDER THE SERVICE OF
HIRING, DELIVERY AND SERVICING OF FLUSHING MOBILE CHEMICAL TOILETS FOR GAUTENG
DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THIRTY-SIX (36)
MONTHS.**

BACKGROUND

The Gauteng Department of Education (GDE) is committed to ensuring that the school environment is conducive for teaching and learning and conducive work environment for GDE officials. In ensuring a conducive environment for teaching and learning, the GDE must among other requirements provide the services of hiring, delivery and servicing of flushing mobile chemical toilets at GDE Institutions in areas where no municipal sewerage reticulation infrastructure is available or as a temporary solution where existing ablution facilities are inadequate or dysfunctional.

There are several institutions (schools, Early Childhood Development (ECD) Centres, offices, etc.) for the Gauteng Department of Education (GDE) that are located in farms and agricultural holdings that do not have municipal sewerage reticulation infrastructure. The GDE seeks to provide them with flushing mobile chemical toilets as a temporary solution for provision of sanitation services. The flushing mobile chemical toilets need to be serviced regularly to allow them to function optimally. Flushing mobile chemical toilets are also provided at the GDE institutions as a temporary solution where existing ablution facilities are inadequate and/or dysfunctional.

The GDE is seeking to appoint suitable service provider(s) with the necessary resources, knowledge and experience who will hire out, deliver and service flushing mobile chemical toilets to the affected GDE institutions as and when required through a thirty-six (36) month contract.

The purpose of having a contract in place with service providers is to ensure that GDE institutions that do not have bulk sewerage and water reticulation or have inadequate ablution facilities are provided with flushing mobile chemical toilets, enabling a continuous availability of clean and safe sanitary facilities. The mobile chemical toilets need to be emptied and cleaned at least twice a week or as when necessary, and the contract will enable the department to respond timeously to requests when the need arises. If there is a delay in the delivering and servicing of flushing chemical toilets, it means the school cannot function without sanitation services. The delay in servicing of the toilets will result in a health hazard to learners, educators and the surrounding community.

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1. LEGAL FRAMEWORK

The following legislative framework will be applicable (but not limited to):

- a) The Constitution of the Republic of South Africa Act 108 of 1996 as amended
- b) Public Finance Management Act No. 1 of 1999 as amended
- c) Preferential Procurement Policy Framework Act No:5 of 2000 as amended
- d) Preferential Procurement Regulations, 2022
- e) Broad-Based Black Economic Empowerment Act No. 53 of 2003 as amended
- f) Promotion of Access to Information Act No. 2 of 2000 as amended
- g) Promotion of Administrative Justice Act No. 3 of 2000 as amended
- h) South African Schools Act No. 84 of 1996 as amended
- i) Companies Act No. 71 of 2008, as amended
- j) Gauteng Schools Education Act No. 6 of 1995 as amended
- k) Protection of Personal Information Act No. 4 of 2013 as amended
- l) Disaster Management Act No. 57 of 2002 as amended
- m) Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended
- n) Employment of Educators Act No.76 of 1998 as amended
- o) Occupational Health and Safety Amendment Act, No. 181 of 1993 as amended
- p) Building and Facilities Act No.107 of 1977 as amended
- q) Labour Relations Act No. 66 of 1995 as amended
- r) Public Service Act No: 103 of 1994 as amended
- s) Children's Act, No. 38 of 2005 as amended
- t) National Environmental Management Act No. 59 of 2008 as amended
- u) National Environmental Management Act No.107 of 1998 as amended
- v) Hazardous Substances Act No. 15 of 1973 as amended
- w) Justices of the Peace and Commissioners of Oaths Act No. 16 of 1963 as amended
- x) National Road Traffic Act, 1996 Act No. 93 of 1996 as amended
- y) National Environmental Waste Amendment Act No. 26 of 2014

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2. PROJECT BRIEF

The appointed service provider(s) will be required to provide the service of hiring out, delivery of flushing mobile chemical toilets and servicing them twice a week or as and when the need is communicated by GDE Infrastructure for various schools, ECD centres and other institutions in the GDE.

Where there is a need to service flushing mobile chemical toilets more than twice a week, the institution will log a request with Head Office for the service provider to service the chemical toilets. The contracted service provider(s) will then be issued with a written instruction to go and service the chemical toilets.

Servicing of the flushing mobile chemical toilets will include emptying the waste, cleaning the entire toilet unit twice a week. Cleaning of flushing mobile chemical toilets includes changing sanitation chemicals for odour control and disinfection of the waste tank.

The number of institutions and/or the number of required toilets per institution may fluctuate (increase or decrease) throughout the duration of the term depending on infrastructure requirements that may change over time and/or the needs of each institution. The number of toilet units required per institution will be determined using a guide on minimum norms and standards for school infrastructure as well as the minimum norms and standards for Early Childhood Development (ECD) infrastructure.

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3. SCOPE OF WORK

3.1 The following will be key deliverables of the appointed service provider(s):

- a) Deliver a determined number of flushing mobile chemical toilets at various institutions in the GDE and service them twice a week. (*Refer to paragraph 3.6, table 4 for the estimated number of toilets*).
- b) Service the flushing mobile toilets twice a week or as and when the need for an additional service is communicated by the GDE.
- c) Transport and dispose of sewerage waste at designated and approved waste disposal sites.
- d) Appointed service provider(s) must be in possession of a valid permit/ letter/ registration certificate issued by the relevant local municipality or government institution authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites. The permit/ letter/ registration certificate must meet all the requirements of the issuing institution. The permit/ letter/ registration certificate should state the start and end date on when the bidder is authorised to transport and dispose sewerage waste.
- e) Bidders should be in a position to supply flushing mobile chemical toilets for learners at different phases including paraplegic flushing mobile chemical toilet.

3.2 Flushing Mobile Chemical Toilets

The unit must comply with the minimum requirement as follows:

- a) The body of the flushing mobile chemical toilet must be strong, durable, rust-proof, and made of non-porous material (High-Density Polyethylene material / Linear Low- Density Polyethylene material so that it can be quickly cleaned and disinfected.
- b) The toilet seat and flap of a unit must be either plastic or approved similar material.
- c) The flushing mobile chemical toilet must be supplied with a hand/foot flush fixed tank complete with a pump and hand wash basin.
- d) The units must be spacious and well-ventilated, with odour extractor pipe/vent and interior wall vents to promote continuous airflow.

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- e) The toilet must have an engaged/occupancy signal latch showing if the toilet is in use/occupied and must be lockable from the inside and outside.
- f) The mobile chemical toilet unit must be equipped with an external emergency override mechanism. This system must allow authorised personnel to unlock and open the toilet door from the outside with a unique override key in the event of an emergency or medical crisis, regardless of whether the internal privacy lock is engaged. Successful bidders must provide a minimum of two (2) duplicate emergency override keys per unit.
- g) The toilet must be stable and have unbreakable corners and be rigidly constructed.
- h) The toilet must have a hand wash basin with foot pump recycling back to the waste tank.
- i) The male toilet must be fitted with urinals pans.
- j) The female toilet must have sanitary bins.
- k) The toilet must have a double toilet roll holder.
- l) The toilet must have a ventilation pipe system going through the tank and ending outside the cabin.
- m) The toilet must have adequate ventilation through gauzed openings.
- n) The toilet must have a translucent/white roof for sufficient lighting.
- o) The toilet must have an anti-slip floor surface.
- p) All units must have solid moulded bases under the body of a unit.
- q) The unit must have clear signage indicating male or female.
- r) All units must be stable and of sound construction and any structural features which have suffered any damage during manufacturing or transportation and/or handling (e.g., cracks or split corners) and structural features that are warped or poorly formed may not be used.
- s) The units must be stable and of rigid construction.
- t) The toilets must have a mechanical hand or foot pump flushing mechanism that recycles them back to the waste tank.
- u) For ECDs, the flushing mobile chemical toilets must have a mechanical hand or large gusher foot pump flushing mechanism that recycles back to the waste tank, and the basin must be a baby foot pump recycling back to the waste tank.

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- v) For ECD flushing toilet where the toilet seat height is that of a standard adult toilet (450mm - 650mm), the unit should be fitted with a built-in step and a standard toilet seat with an appropriate baby or child seat reducer to ensure safe, comfortable, and suitable used by young children.
- w) The Paraplegic flushing mobile chemical toilets must be easily accessible and have built-in bars for users to grab and hold during transfers and must meet all requirements for paraplegic toilets.

NB: Flushing mobile chemical toilets shall be delivered according to learners at different phases as indicated in the table below. The instruction from GDE will clearly state the type of toilets required per institution. The following different types of flushing mobile chemical toilets must conform to the above requirements. Flushing mobile chemical toilets must also comply with the following dimensions for structural stability purposes:

Table 1: Unit dimensions of a flushing mobile chemical toilet for ECD and Foundation Phase

Unit	Size	Notes
Height	2000mm	Minimum height when measured from the base of the unit to the roof.
Width	1000mm	Minimum width when measured inside the unit, wall to wall at the height above the seat area.
Depth	1200mm	Minimum depth when measured from the back to the front of the unit.
Tank Width	1040mm	Maximum tank width
Tank Depth	599mm	Maximum tank depth
Waste Tank Capacity	120Lt	Minimum tank capacity
Seat Height	400mm	Maximum seat height
Seat Width	280mm	Maximum seat width
Seat inside diameter (width)	160mm	Maximum – seat inside diameter width
Seat inside diameter (length)	210mm	Maximum – seat inside diameter length
Basin Capacity	30Lt	Minimum basin capacity
Basin Height	500mm - 600mm	Minimum to maximum height

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Table 2: Unit dimensions of a flushing mobile chemical toilet for Intermediate Phase, Senior Phase and FET Phase:

Unit	Size	Notes
Height	2000mm	Minimum height when measured from the base of the unit to the roof.
Width	1000mm	Minimum width when measured inside the unit, wall to wall at the height above the seat area.
Depth	1200mm	Minimum depth when measured from the back to the front of the unit.
Seat Height	450mm - 650mm	Minimum to maximum.
Waste Tank Capacity	210Lt	Minimum tank capacity.
Basin Capacity	30Lt	Minimum basin capacity.

Table 3: Unit Dimensions for Paraplegic flushing mobile chemical toilet

Unit	Size	Notes
Height	2000mm	Minimum height when measured from the base of the unit to the roof.
Width	1800mm	Minimum width when measured inside the unit, wall to wall at the height above the seat area.
Seat Height	450mm - 650mm	Minimum to maximum.
Waste Tank Capacity	210Lt	Minimum tank capacity.
Basin Capacity	30Lt	Minimum basin capacity.
Basin Height	800mm- 850mm	Minimum to maximum height

3.3 Honey Sucker Trucks

3.3.1 Service provider(s) must have a minimum of two (2) roadworthy honey sucker trucks that have a Tare Mass of between 5,000kg and 7,000kg and GVM of between 10,000kg and 16,000kg to suck waste from the mobile chemical toilets. The honey sucker must have a tank with a minimum capacity of 5 kilolitre (kl).

- i. Bidders who own a minimum of 2 roadworthy honey sucker truck must provide the full LCO document or RC1 for each truck as proof of ownership in the name of the company.
- ii. Bidders leasing honey sucker trucks must provide a lease agreement signed by both parties for the lease of a minimum of 2 roadworthy honey sucker trucks

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- iii. Bidders who intend to lease honey sucker trucks must provide a letter of intent signed by the lessor confirming the bidder's intention to lease a minimum of 2 roadworthy honey sucker trucks. This will also be applicable to honey sucker trucks owned by Directors of company.
- iv. Lease agreement or letter of intent to lease must be accompanied by proof of ownership of the lessor.

3.3.2 The honey suckers shall comply with the minimum requirements as follows:

- a) All lights, horns, warning devices, mufflers, fuel tanks, and emission controls on the said vehicles and equipment must be kept operable at all times.
- b) All honey suckers must have valid road worthy certificates/ valid vehicle licence discs (full LCO documents).
- c) Each honey sucker shall have at least one broom and shovel at all times to clean up the waste that may be spilled or scattered during the process of collection.
- d) Honey suckers must be fitted with a meter / gauge to quantify the volume of effluent extracted. The installed meter must be capable of displaying readings in litres/kilolitres. Evidence of the opening and closing meter readings in litres must be provided in the form of clear, photographs with time stamp, date and GPS location. These photographs shall accompany the invoice as part of portfolio of evidence to verify the quantity of effluent removed.

3.4 The service provider(s) should have the following human resources:

- 3.4.1 Provide a Project Manager in possession of a minimum of NQF Level 5 certificate and 3 years' experience in Project Management post qualification. The roles and responsibilities of the Project Manager will be to coordinate of all tasks related to the hiring, delivery and servicing of flushing mobile chemical toilets which entail the following:
 - a) Ensuring that all GDE Institution's requests for hiring, delivery and servicing of flushing mobile chemical toilets are attended to on time.
 - b) Ensuring that honey suckers always dispose of waste at the designated and approved municipal disposal sites.

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- c) Ensuring that the service provider(s) is in possession of a permit/ letter/ certificate issued by the relevant local municipality or government institution authorising them to transport and dispose of sewerage waste at designated and approved waste disposal sites.
- d) Making arrangements with GDE Institutions for access into the premises.
- e) Scheduling of drivers, provision of monthly statistics, consolidation of delivery notes and reports.

3.4.2 Provide a Health and Safety Officer with a minimum of NQF Level 5

Occupational Health and Safety certificate and 3 years' experience in Health and Safety post qualification. The roles and responsibilities of the Safety Officer shall include:

- a) Develop a health & safety plan and procedures to be followed during the hiring, delivery and servicing of flushing mobile chemical toilets.
- b) Ensure compliance with Occupational Health and Safety regulations by the service provider's staff.
- c) Conduct safety inspections and risk assessments to ensure that there are no issues that could lead to injuries during delivery of the service.
- d) Ensure that all equipment used during delivery of the service is safe.
- e) Ensure that all honey suckers have valid Roadworthiness Certificates.
- f) Ensure that drivers for honey suckers have valid driver's licences and PrDPs.
- g) Ensure that the service provider's personnel use the appropriate Personal Protective Equipment at all times.

3.4.3 A minimum of two (2) drivers for honey suckers with copies of valid heavy-vehicle driver's licenses (minimum Code C1) and Professional Driver Permits (PrDP) for the drivers who will transport and dispose of sewerage waste at designated and approved waste disposal sites. The number of drivers' licences and PrDP's must be equal to the number of honey suckers provided by the bidder.

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3.5 Company Experience

3.5.1 The service provider must have successfully completed a minimum of two (2) projects within the past three (3) years involving the hiring and/ or servicing of mobile chemical toilets and/ or the desludging of septic tanks. Provide reference letters/ testimonial letters/ project completion certificates in the hiring out or servicing of mobile chemical toilets or the desludging of septic tanks.

Information submitted must include the following:

- Contract period (indicate the contract start and end dates).
- The nature of the completed project
- Contact details
- Reference letters/ testimonial letters/ project completion certificate must be signed and dated
- Reference letters/ testimonial letters/ project completion certificates must be on client's letterheads
- Reference letters/ testimonial letter/ project completion certificates must be for projects completed within the past three years of closing of this bid.

Note: The completed project must be for a service that was rendered for a minimum duration of one (1) month.

3.6 GDE Regions/ Sub-regions and Districts

The appointed service provider(s) will be required to service GDE Institutions at districts mentioned in the table 4 below:

Table 4.

REGION / SUBREGION	DISTRICT	SCHOOL TYPE	ESTIMATED NUMBER OF SCHOOLS		ESTIMATED NUMBER OF TOILETS		ESTIMATED NUMBER OF TOILETS PER REGION/ SUBREGION
			PER SCHOOL TYPE	PER DISTRICT	PER SCHOOL TYPE	PER DISTRICT	
Ekurhuleni	EN	Primary	2	4	50	86	165
		Secondary	2		36		
	ES	Primary	3	3	52	52	
	GE	Secondary	1	1	27	27	
Johannesburg 1	JC	Primary	3	5	38	63	215
		Secondary	2		25		

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REGION / SUBREGION	DISTRICT	SCHOOL TYPE	ESTIMATED NUMBER OF SCHOOLS		ESTIMATED NUMBER OF TOILETS		ESTIMATED NUMBER OF TOILETS PER REGION/ SUBREGION
			PER SCHOOL TYPE	PER DISTRICT	PER SCHOOL TYPE	PER DISTRICT	
	JE	Primary	3	3	47	47	
	JN	Primary	1	2	20	40	
		Secondary	1		20		
JW	Primary	2	3	35	65		
	Combined	1		30			
Johannesburg 2	JS	Primary	7	13	136	238	238
		Secondary	6		102		
Sedibeng	GW	Combined	1	4	10	42	182
		Secondary	3		32		
	SE	Primary	1	5	26	126	
		Secondary	4		100		
	SW	Primary	1	1	14	14	
Tshwane 1	GN	Primary	4	9	98	179	254
		Secondary	5		81		
	TS	Primary	3	3	75	75	
Tshwane 2 A	TN (a)	Primary	9	12	179	245	245
		Secondary	3		66		
Tshwane 2 B	TN (b)	Primary	7	12	104	184	184
		Secondary	5		80		
Tshwane 3	TW	Primary	8	9	197	217	217
		Secondary	1		20		
Grand total			89	89	1700	1700	1700

Note:

The number of institutions and toilets is estimated and can increase, or decrease based on the requirements and demand.

The listed schools and quantities are indicative estimates and are not fixed quantities for the duration of a three-year contract. GDE currently does not have Special schools that are using paraplegic flushing mobile chemical toilets, however if a need arises these will be required.

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Service provider (s) must select the region (s) or sub-region(s) where applicable which they are bidding for. Service provider(s) must select their preferred region (s) or sub-region(s) by placing a tick (✓) in the space provided next to the region/ sub-region in Table 5 below. Service provider(s) will be appointed per region or sub-region where applicable, as indicated in table. A minimum of one (1) service provider will be appointed per region or sub-region. The allocation of work will be based on the capacity of the service provider(s), the number of units they can provide and services.

A service provider(s) who fails to select any region/sub-region will be disqualified.

Table 5.

NO	REGION/ SUB REGION	Please indicate the selection of the preferred region(s) / sub region(s) by a tick (✓) in the space below
1	Ekurhuleni	
2	Johannesburg 1	
3	Johannesburg 2	
4	Sedibeng	
5	Tshwane 1	
6	Tshwane 2 A	
7	Tshwane 2 B	
8	Tshwane 3	

NB: Should a region / sub-region not be selected, GDE reserves the right to negotiate and appoint a bidder from other region / sub-region based on price and preferential points, provided that the bidder has the required capacity, relevant permits/ letters/ registration certificates to transport and dispose sewerage waste within the region/ sub region.

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4. EVALUATION

The two-stage Evaluation Methodology

The evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

Stage One will be the evaluation of bids on Administration Compliance (Mandatory and Other Administrative Compliance), Functionality Evaluation and Site Visit. During these stages of evaluation, the bidder/s that do not meet the prescribed criteria for Mandatory requirements or technical compliance or minimum threshold/s for functionality or site visit will be disqualified and will not be considered for further evaluation.

Stage Two of the evaluation will be based on Price and Preferential Goals Point System, as per the Preferential Procurement Regulation of 2022. Either the 80/90 or 20/10 preference point system will apply and the lowest/highest acceptable tender will be used to determine the applicable preference point system.

- Price = 80/90 points
- Preferential Goals = 20/10 points

4.1 Stage 1(a): Administrative Evaluation

4.1.1 Mandatory Documents: (eliminating criteria)

A paper-based evaluation will be carried out on all the bids received and if the mandatory documents mentioned below are not completed and not signed (where applicable), and or not attached such a bid will be eliminated from any further evaluation.

- a) Submission of a fully completed and duly signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to fully complete, duly sign and submit any of the pages will render the bid non-responsive and will result in the bidder being disqualified.

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- b) Submission of a fully completed and duly signed price schedule (RFP Section 2). Failure to fully complete, duly sign and submit any of the pages will render the bid non-responsive and will result in the bidder being disqualified.
- c) Submission of permit/ letter/ registration certificate issued by the relevant local municipality or government institution, which is not expired, authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites. The permit/ letter/ registration certificate should state the start and end date on when the bidder is authorised to transport and dispose sewerage waste.
- d) Bidders must submit a tender /bid guarantee (bid bond) of R389 000.00 issued by a South African registered commercial bank. The bid bond shall remain valid for at least 30 days beyond the bid validity period including bid validity extensions. The bid bond issued must:
 - i. Be issued in the name of the bidder
 - ii. Be valid for a period extending at least 30 calendar days beyond tender validity period including bid validity extensions.
- e) In the case of a Consortium or Joint Venture, proposals must contain:
 - i. Partnership Agreements/Joint Venture Agreements signed by all party representatives,
 - ii. Proposed revenue split and,
 - iii. fully completed and signed SBD4 form for each member of the consortium/ Joint Venture
 - iv. State the partner providing the tender/bid guarantee if not issued to a JV company.

Note: An incomplete RFP pack will result in the disqualification of the bidder. Where information required is not applicable to the bidder, the bidder must indicate "Not Applicable or N/A". The bidder must not leave blank spaces, as it will be regarded as "not fully completed" for evaluation purposes.

GDE reserves the right to verify the accuracy of the information provided and or the authenticity of the documents provided.

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4.1.2 Other Required Documents (not eliminating criteria)

- a) Completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022, **NB:** Failure on the part of a bidder 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. The following documents should be submitted together with SBD 6.1 to claim Preference Points:
 - i. Company Registration Documents.
 - ii. Certified (Not older than 6 months) Identity Documents of Shareholders/ Owners/ Directors of the Company.
 - iii. Recent/ latest Proof of a Central Supplier Database (CSD) registration.
- b) Valid SARS Tax Compliance Status (TCS) pin
- c) Proof of a valid Broad Based Black Economic Empowerment (B-BBEE) Status Verification Certificate, issued by a SANAS accredited agency and / or issued by CIPC for EME's and/ or a valid sworn affidavit signed by the EME/QSE representative and attested 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. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate issued by an Agency Accredited by SANAS and CSD Report for parties in the JV or Consortium.
- d) Submission of proof of physical address (SARS correspondence letter, CIPC company registration certificate, municipal rates account) (only one of the above will be accepted).
- e) Service provider/s must be registered with Compensation fund and must provide GDE with credible proof of such registration upon request thereof.
- f) Submission of audited financial statements for the last two years.

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- g) Successful bidders must submit a performance guarantee equivalent to 10% of the total value of each 12 months purchase order, annually for the duration of the contract from a South African registered commercial bank or an approved financial institution listed in the Government Gazette within 14 to 30 days of receiving the letter of award. The performance guarantee will be released at the end of the contract.

NB: Other required documents (non-eliminating) must be compliant at the point of award.

4.2 Stage 1(b): Functionality

A Bidder that scores less than **80** points out of **100** in respect of the functionality evaluation will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who will meet the minimum functionality score of 80 points and above will be shortlisted for further evaluation.

Functionality evaluation will be based on the following criteria:

NO	CRITERIA	WEIGHT
1.	Capacity to Deliver	55
	<p>1.1 Provide proof of ownership / valid lease agreement /letter of intent to lease a minimum for the flushing Chemical Toilets with the number of available toilets to meet the required specification in section 3.2. (25)</p> <ul style="list-style-type: none"> i. For company owned flushing mobile chemical toilets, submit a detailed service provider's asset register indicating the number of flushing mobile chemical toilets owned. ii. For leased flushing mobile chemical toilets, submit a lease agreement/ letter of intent to lease and asset register for lessor that indicates the number of flushing mobile chemical toilets to be leased. <p><i>Note: The asset register must include inter alia asset description, asset identification number/ unique ref number, type of toilet, availability status</i> <i>The signed and dated by (both parties) lease agreement/ letter of intent to lease should be valid for a period of 36 months with future activation dates.</i></p> <p>a) 60 and above flushing mobile chemical toilets (25)</p>	

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	<p>b) 50 to 59 flushing mobile chemical toilets (20)</p> <p>c) 40 to 49 flushing mobile chemical toilets (10)</p> <p>d) Less than 40 flushing mobile chemical toilets (0)</p> <p><i>NB: bidders who are leasing flushing mobile chemical toilets must ensure that the lease agreement /the letter of intent to lease states the minimum number of flushing mobile chemical toilets to be leased.</i></p> <p>1.2 Minimum of two (2) roadworthy honey sucker trucks that have a Tare Mass of between 5,000kg and 7,000 kg and GVM of between 10,000kg and 16,000 kg with valid road worthy certificate/ valid vehicle licence disc (full LCO document). (30)</p> <p>a) Attach proof of roadworthy honey sucker truck ownership (i.e. RC 1 or LCO) for each truck, as specified in paragraph 3.3 of scope of work.</p> <p>OR</p> <p>b) A valid lease agreement, signed by both parties for the lease of a minimum of 2 roadworthy honey sucker trucks as specified in paragraph 3.3 of scope of work.</p> <p>OR</p> <p>c) Letter of intent signed by the lessor to lease a minimum of 2 roadworthy honey sucker trucks as specified in paragraph 3.3 of scope of work.</p> <p>1.2.1 Two or more honey suckers (30)</p> <p>1.2.2 Less than two honey suckers (0)</p>	
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	<p><i>NB: bidders who are leasing must ensure that the lease agreement /the letter of intent states the capacity and the minimum number of 2 (two) or more honey suckers to be leased. Lease agreement to lease must be signed and dated by both parties. The letter of intent must be signed by lessor. Lease agreement or letter of intent to lease must be accompanied by proof of ownership of the lessor.</i></p>	
2.	Human Resources	30
	<p>2.1 Submit copies of the project management certificate and CV for a Project Manager with a corresponding copy of Identity Document. The CV must indicate a minimum of 3 years' experience in project management post qualification (10)</p> <p>2.1.1 Project Manager (5)</p> <p>a) Project Manager with a minimum of NQF Level 5 certificate in Project Management with a corresponding copy of Identity Document. (5)</p> <p>b) No Project Manager with a minimum of NQF Level 5 certificate in Project Management with a corresponding copy of Identity Document. (0)</p> <p>2.1.2 Project Manager experience (5)</p> <p>a) Project Manager with a minimum of 3 years' experience in Project Management post qualification (5)</p> <p>b) Project Manager with less than 3 years' experience in Project Management post qualification (0)</p> <p>2.2 Submit copies of the Health and Safety Officer certificate and CV for a Health and Safety Officer with a corresponding copy of Identity Document. The CV must indicate a minimum of 3 years' experience in project management post qualification (10)</p> <p>2.2.1 Health and Safety Officer (5)</p> <p>a) Health and Safety Officer with a minimum of NQF Level 5 certificate in Occupational Health and Safety with a corresponding copy of Identity Document (5)</p>	

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	<p>b) No Health and Safety Officer with a minimum of NQF Level 5 certificate in Occupational Health and Safety with a corresponding copy of Identity Document. (0)</p> <p>2.2.2 Health and Safety Officer experience (5)</p> <p>a) Health and Safety Officer with a minimum of 3 years' experience in Health and Safety post qualification (5)</p> <p>b) Health and Safety Officer with less than 3 years' experience in Health and Safety post qualification. (0)</p> <p>2.3 Submit a minimum of two (2) valid Code C1 vehicle drivers' licence and PrDP for two (2) honey sucker drivers. (10)</p> <p>a) Drivers' licence and PrDP for two or more drivers. (10)</p> <p>b) Less than two Drivers' licence and PrDP for drivers. (0)</p>	
3.	Company Experience	15
	<p>3.1 Submit signed reference letters / testimonial letters / project completion certificates for projects completed within the past three (3) years on the hiring out or servicing of mobile chemical toilets or the desludging of septic tanks. (15)</p> <p>3.1.1 Information submitted must include the following:</p> <ul style="list-style-type: none"> • Contract period (indicate the contract start and end dates). • The nature of the completed project • Contact details • Reference letters/ testimonial letters/ project completion certificate must be signed and dated • Reference letters/ testimonial letters/ project completion certificate must be on client's letterheads • Reference letters/ testimonial letters/ project completion certificate must be for projects completed within the past three (3) years <p>a. Reference letters / testimonial letters / project completion certificates indicating two completed projects as per criterion 3.1 above. (15)</p>	

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	b. No reference letter / testimonial letter/ project completion certificate indicating two completed projects as per criterion 3.1 above. (0) NB: The testimonial letter / reference letter / completion certificate must comply with all the requirements in 3.1.1	
	TOTAL	100
	The minimum threshold for functionality	80

4.3 Stage 1 (c): Site Visit

Site visits will be conducted to shortlisted bidders. Site inspection will be based on the flushing mobile chemical toilet(s) and honey suckers.

Bidders must display at least one flushing mobile chemical toilet unit per learning phase (ECD and Foundation phase, Intermediate phase, Senior phase and FET, and Paraplegic flushing mobile chemical toilets) and honey sucker on site that meet the requirements listed in the scope of work. The purpose of the site visit is to verify bidder's declarations regarding compliance with the technical specification requirements.

Bidders who do not meet **all** the compliance requirements indicated in the table below will not be considered for the next stage of evaluation.

NO	CRITERIA	Comply (Yes/No)
1	<p><u>Flushing Mobile Chemical Toilets</u></p> <p>The flushing mobile chemical toilets must be as per requirements under paragraph 3.2 of the scope of work. The unit must comply with the minimum requirements as follows:</p> <p>a) The flushing mobile chemical toilet must be supplied with a hand/foot flush fixed tank complete with a pump and hand wash basin.</p>	

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NO	CRITERIA	Comply (Yes/No)
	<ul style="list-style-type: none"> b) The units must be ventilated, with odour extractor pipe/vent and interior wall vents to promote continuous airflow. c) The toilet must have an engaged/occupancy signal latch showing if the toilet is in use/occupied and must be lockable from the inside and outside. d) The mobile chemical toilet unit must be equipped with an external emergency override mechanism. This system must allow authorised personnel to unlock and open the toilet door from the outside with a unique override key in the event of an emergency or medical crisis, regardless of whether the internal privacy lock is engaged. Successful bidders must provide a minimum of two (2) duplicate emergency override keys per unit e) The toilet must have a hand wash basin with foot pump recycling back to the waste tank. f) The male toilet must be fitted with urinals pans. g) The female toilet must have sanitary bins. h) The toilet must have a double toilet roll holder. i) The toilet must have a ventilation pipe system going through the tank and ending outside the cabin. j) The toilet must have adequate ventilation through gauzed openings. k) The toilet must have a translucent/white roof for sufficient lighting. l) The toilet must have an anti-slip floor surface. m) All units must have solid moulded bases under the body of a unit. 	

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NO	CRITERIA	Comply (Yes/No)
	<ul style="list-style-type: none"> n) The unit must have clear signage indicating male or female. o) All units must be stable and of sound construction and any structural features which have suffered any damage during manufacturing or transportation and/or handling (e.g., cracks or split corners) and structural features that are warped or poorly formed may not be used. p) The units must be stable and of rigid construction. q) The toilets must have a mechanical hand or foot pump flushing mechanism that recycles them back to the waste tank. r) For ECDs, the flushing toilets must have a mechanical hand or large gusher foot pump flushing mechanism that recycles back to the waste tank, and the basin must be a baby foot pump recycling back to the waste tank. s) For ECD flushing toilet where the toilet seat height is that of a standard adult toilet (450mm - 650mm), the unit should be fitted with a built-in step and a standard toilet seat with an appropriate baby or child seat reducer to ensure suitable use by young children. t) The Paraplegic flushing mobile chemical toilets must be easily accessible and have built-in bars for users to grab and hold during transfers and must meet all requirements for paraplegic toilets. 	

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NO	CRITERIA	Comply (Yes/No)
	<p>The flushing mobile chemical toilet must comply with the following dimensions for structural stability purposes:</p> <p>1. ECD and Foundation phase</p> <ul style="list-style-type: none"> i. Height (height of unit when measured from the base of the unit to the roof) not less than 2200mm ii. Width (width of unit when measured inside the unit, wall to wall at the height above the seat area) not less than 1000mm iii. Depth (depth of unit when measured from the back to the front of the unit) not less than 1000mm iv. Tank width not less than 1040mm v. Tank depth not less than 599mm vi. Waste tank Capacity not less than 120 litres vii. Seat height not more than 400mm viii. Seat width not less than 280mm ix. Seat inside diameter (width) not less than 160mm x. Seat inside diameter (length) not less than 210 mm xi. Basin capacity not less than 30 liters xii. Basin height not less than 500mm- 600mm <p>2. Intermediate Phase, Senior Phase and FET Phase:</p> <ul style="list-style-type: none"> i. Height (height of unit when measured from the base of the unit to the roof) not less than 2200mm ii. Width (width of unit when measured inside the unit, wall to wall at the height above the seat area) not less than 1000mm 	

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NO	CRITERIA	Comply (Yes/ No)
	<ul style="list-style-type: none"> iii. Depth (depth of unit when measured from the back to the front of the unit) not less than 1000mm iv. Seat Height not less than 450mm - 650mm v. Waste Tank Capacity not less than 210 Lt vi. Basin Capacity not less than 30Lt <p>3. Paraplegic flushing mobile chemical toilet</p> <ul style="list-style-type: none"> i. Height (height of unit when measured from the base of the unit to the roof) not less than 2200mm ii. Width (width of unit when measured inside the unit, wall to wall at the height above the seat area) not less than 1000mm iii. Seat Height not less than 450mm - 650mm iv. Waste Tank Capacity not less than 210Lt v. Basin Capacity not less than 30Lt vi. Basin height not less than 800mm- 850mm 	
2	<p><u>Honey Sucker Trucks</u></p> <p>The honey suckers must comply with the minimum requirements as per requirements under paragraph 3.3 of the scope of work.</p> <p>The honey suckers must comply with the minimum requirements as follows:</p> <ul style="list-style-type: none"> a) All lights, horns, warning devices, mufflers, fuel tanks, and emission controls on the said vehicles and equipment must be kept operable at all times. b) All honey suckers must have a valid road worthy certificate / valid vehicle licence disc (full LCO document). 	

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NO	CRITERIA	Comply (Yes/No)
	<p>c) Each vehicle shall have at least one broom and shovel at all times to clean up the waste that may be spilled or scattered during the process of collection.</p> <p>d) Honey suckers must be fitted with a meter / gauge to quantify the volume of effluent extracted. The installed meter must be capable of displaying readings in litres/kilolitres. Evidence of the opening and closing meter readings in litres must be provided in the form of clear, photographs with time stamp, date and GPS location. These photographs shall accompany the invoice as part of portfolio of evidence to verify the quantity of effluent removed.</p>	

4.4 Stage 2: Price and Specific Goals

The contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (Preferential Procurement Regulation of 2022). Responsive bids will be adjudicated in terms of the 90/10 or 80/20 preference point system.

- a. Points will be allocated as follows-:
 - i. Price = 80/90; and
 - ii. Specific Goals = 20/10

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	90/10 Points	80/20 Points
PRICE	90	80
SPECIFIC GOALS	10	20
Black-owned enterprise	3	6
Female owned enterprise	4	8
Youth owned enterprise	2	4
People with disabilities owned enterprise	1	2

Specific goals	Allocated Preference Points= 10	Allocated Preference Points=20	Required proof/ documents to be submitted for evaluation purposes
<ul style="list-style-type: none"> Black-owned enterprise 	3 Points	6 Points	<ul style="list-style-type: none"> Company Registration Certification (CIPC) or Copy of identification documentation of company director/s or CSD report/ CSD registration number (MAAA number) and Valid copy of BBBEE Certificate / Valid Sworn affidavit
<ul style="list-style-type: none"> Female owned enterprise 	4 Points	8 Points	<ul style="list-style-type: none"> Company Registration Certification (CIPC) or Copy of identification documentation of company director/s or CSD report/ CSD registration number (MAAA number) and Valid copy of BBBEE Certificate / Valid Sworn affidavit
<ul style="list-style-type: none"> Youth owned enterprise 	2 Points	4 Points	<ul style="list-style-type: none"> Company Registration Certification (CIPC) or Copy identification documentation of company director/s or CSD report/ CSD registration number (MAAA number) and Valid copy of BBBEE Certificate / Valid Sworn affidavit

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Specific goals	Allocated Preference Points= 10	Allocated Preference Points=20	Required proof/ documents to be submitted for evaluation purposes
<ul style="list-style-type: none"> • People with disabilities owned enterprise 	1 Points	2 Points	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) or • Copy of identification documentation of company director/s or • CSD report/ CSD registration number (MAAA number) and • Medical certificate issued by a registered health practitioner

5. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise one envelope with the following, bound and clearly indexed:

Section A	<p>a) Submission of a fully completed and duly signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to fully complete, duly sign and submit any of the pages will render the bid non-responsive and will result in the bidder being disqualified.</p> <p>b) Submission of a fully completed and duly signed price schedule (RFP Section 2). Failure to fully complete, duly sign and submit any of the pages will render the bid non-responsive and will result in the bidder being disqualified.</p> <p>c) Submission of permit/ letter/ registration certificate issued by the relevant local municipality or government institution, which is not expired, authorising the service provider(s) to transport and dispose of sewerage waste at designated and approved waste disposal sites. The permit/ letter/ registration certificate should state the start and end date on when the bidder is authorised to transport and dispose sewerage waste.</p> <p>d) Bidders must submit a tender /bid guarantee (bid bond) of R389 000.00 issued by a South African registered commercial bank. The bid bond shall remain valid for at least 30 days beyond the</p>
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	<p>bid validity period including bid validity extensions. The bid bond issued must:</p> <ul style="list-style-type: none"> i. Be issued in the name of the bidder ii. Be valid for a period extending at least 30 calendar days beyond tender validity period including bid validity extensions. <p>e) In the case of a Consortium or Joint Venture, proposals must contain:</p> <ul style="list-style-type: none"> i. Partnership Agreements/Joint Venture Agreements signed by all party representatives, ii. Proposed revenue split and, iii. fully completed and signed SBD4 form for each member of the consortium/ Joint Venture iv. State the partner providing the tender/bid guarantee if not issued to a JV company. <p><i>Note: An incomplete RFP pack will result in the disqualification of the bidder. Where information required is not applicable to the bidder, the bidder must indicate "Not Applicable or N/A". The bidder must not leave blank spaces, as it will be regarded as "not fully completed" for evaluation purposes.</i></p> <p>GDE reserves the right to verify the accuracy of the information provided and or the authenticity of the documents provided.</p>
Section B	<p>a) Completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022, NB: Failure on the part of a bidder 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. The following documents should be submitted together with SBD 6.1 to claim Preference Points:</p>

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	<ul style="list-style-type: none"> i. Company Registration Documents. ii. Certified (Not older than 6 months) Identity Documents of Shareholders/ Owners/ Directors of the Company. iii. Recent/ latest Proof of a Central Supplier Database (CSD) registration. <p>b) Valid SARS Tax Compliance Status (TCS) pin</p> <p>c) Proof of a valid Broad Based Black Economic Empowerment (B-BBEE) Status Verification Certificate, issued by a SANAS accredited agency and / or issued by CIPC for EME's and/ or a valid sworn affidavit signed by the EME/QSE representative and attested 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. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate issued by an Agency Accredited by SANAS and CSD Report for parties in the JV or Consortium.</p> <p>d) Submission of proof of physical address (SARS correspondence letter, CIPC company registration certificate, municipal rates account) (only one of the above will be accepted).</p> <p>e) Service provider/s must be registered with Compensation fund and must provide GDE with credible proof of such registration upon request thereof.</p> <p>f) Submission of audited financial statements for the last two years.</p> <p>g) Successful bidders must submit a performance guarantee equivalent to 10% of the total value of each 12 months purchase order, annually for the duration of the contract from a South African registered commercial bank or an approved financial institution listed in the Government Gazette within 14 to 30 days of receiving the letter of award. The performance guarantee will be released at the end of the contract.</p>
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	NB: Other required documents (non-eliminating) must be compliant at the point of award.
Section C	<ul style="list-style-type: none"> a) Proof of ownership of flushing mobile chemical toilets/ lease agreement / letter of intent to lease as per functionality criterion above. b) Proof of ownership of honey sucker trucks / lease agreement or letter of intent to lease as per functionality criterion above. c) Copies of a minimum NQF level 5 certificate for Project Manager and Health and Safety Officer and corresponding CVs as per the functionality criterion above. d) Proof of Valid Code C1 vehicle drivers' licences and PrDP's for the drivers as per functionality criterion above. e) Reference letters / testimonial letters / project completion certificates as per functionality criterion above.

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6 TERMS AND CONDITIONS

- 6.1 Successful bidders must be in a position to commence work as and when required. Particular projects/services will be initiated by means of written instructions to the successful bidders by verbal briefings when required.
- 6.2 GDE reserves the right to appoint more than one service provider per region and reserves the right to negotiate with responsive and higher-scoring bidders on market-related prices to ensure fairness on prices charged to the department.
- 6.3 GDE reserves the right to verify the information provided by bidders as bank guarantees, bank rating/ bank reference letters direct with issuing bank
- 6.4 At the beginning of a contract the GDE will issue to the service provider(s) a list of GDE institutions that use mobile chemical toilets and the number of units required per institution.
- 6.5 The service provider(s) and the facility receiving the service must verify and record the number of flushing mobile chemical toilets delivered.
- 6.6 The service provider(s) must issue a delivery note for the flushing mobile chemical toilets delivered, and the GDE institution must stamp the delivery note as an acknowledgment of the service rendered.
- 6.7 During the term of the contract, the list of GDE institutions that use mobile chemical toilets will be reviewed periodically and communicated to the appointed service provider(s).
- 6.8 At the end of the month, service provider(s) submits a claim for services rendered as per the stamped delivery notes. The service provider(s) claims for the number of flushing chemical toilets delivered in that particular month and the servicing of flushing mobile chemical, as per the contract. The claim is then processed for payment through the GDE Head Office.
- 6.9 GDE reserves the right to reject work that does not meet the required standard and engage an alternative service provider to complete the work.
- 6.10 GDE shall serve thirty (30) days' written notice for termination of the contract in the case of non-performance.
- 6.11 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service or clear evidence of deviation from agreed specifications, following due process.

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- 6.12 GDE reserves the right to increase or decrease the number of toilets to be delivered depending on the demand at a particular period.
- 6.13 Successful bidder(s) will be profiled and vetted before and after the appointment.
- 6.14 GDE reserves the right to authenticate all the documents submitted by the bidders.
- 6.15 The service provider must ensure that they are registered on the Electronic Invoicing System (eisregistration@gauteng.gov.za)
- 6.16 Generally, timeframes cannot be set before entering into a formal agreement. As such, the duration of any given assignment/project will depend mainly on the nature and scope of the work to be done.
- 6.17 Proposed fees with detailed cost breakdowns must be quoted for the different proposed resources to be utilized at any given time.
- 6.18 GDE reserve the right to physically inspect the office/ works yard/ stores/ plant/ equipment of bidders prior to tender adjudication with a view to verifying the tender's ability/ capacity to deliver in terms of the contract.
- 6.19 Service providers will be expected to deliver the required services within the set timeframes and failing which the GDE reserves the right to cancel the order and to engage another service provider to provide the required services from the list of service providers.
- 6.20 GDE reserves a right to allocate the work to any service provider(s) who is available to provide services and to allocate work to the contracted service provider(s).
- 6.21 GDE will pay the same rate to an appointed service provider even if the service provider works overtime, after hours or over weekends.
- 6.22 GDE will expect the service provider(s) to submit the delivery note which must be stamped and signed by the principal or delegated authority/ official.
- 6.23 GDE has no contractual relationship with any domestic subcontractors of the main service provider. Ensure that all resources are managed directly by the service provider(s) and report to the GDE.
- 6.24 Only services rendered during the school terms may be invoiced, school holidays are excluded.
- 6.25 The department may use the e-portal platform for publishing tender validity extensions.

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- 6.26 Waste must be disposed of and transported to designated waste dumping sites. must be included in the bidder's price.
- 6.27 Water wastage is not permitted, and leaking hoses/equipment must be repaired immediately to avoid unattended spillages.
- 6.28 The sewer effluent to be disposed of should meet all municipal and environmental requirements.
- 6.29 Sanitation chemicals for odour and disinfection for the waste drum and cleaning purposes must be laboratory tested and a test certificate will be required.
- 6.30 Arrange with the occupants of buildings regarding access to the premises to render the required service.
- 6.31 Take adequate precautions to prevent damage to GDE Property.
- 6.32 The service provider must indemnify GDE against any claims whatsoever arising from their conduct and/ or the conduct of their employees.
- 6.33 Comply with all laws and by-laws relevant to the rendering of the service.
- 6.34 The service provider must provide sanitation chemicals for cleaning, odour control and disinfection of the unit. To promote the safety of the users, the service provider needs to provide a certificate of acceptability (CoA). A CoA will be required for each chemical used.
- 6.35 Service provider(s) must state the volume, or mass of chemicals to be used for each service as well as details of the service to be performed.
- 6.36 Toilets must be in good and proper condition.
- 6.37 Comply with all laws and by-laws relevant to the rendering of the service and ensure full compliance with all legislative and regulatory requirements to ensure the safe and responsible disposal of the Department's waste.
- 6.38 Ensure that the sewer effluent to be disposed meets all legislative requirements in handling sewerage waste.
- 6.39 Transport and dispose waste at designated and approved municipal waste dumping sites for effluent.
- 6.40 Ensure that there is no water wastage, and leaking hoses/equipment must be repaired immediately to avoid unattended spillages.
- 6.41 Ensure that their allocated staff members are appropriately trained and certified to safely work on sites and conduct themselves in a manner consistent with

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DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THIRTY-SIX (36)
MONTHS.**

- requirements of the Department, Occupational Safety Health and Environment (OSH&E) and other regulatory authorities.
- 6.42 Take adequate precautions to prevent damage to the GDE property.
- 6.43 The honey suckers must be in good condition and presentable appearance.
- 6.44 Bidders shall take into account that GDE's total requirements may be allocated to more than one (1) Bidder and that no single Bidder is guaranteed an award for the full scope of the RFP.
- 6.45 GDE intends to appoint service provider/s per region/subregion. Where a service provider is allocated a region and is unable to deliver, GDE reserves the right to approach other service providers in other regions.
- 6.46 A Bidder will be limited to an award of one (1) region only, unless no other acceptable tenderer is available for a particular region. In such circumstances, GDE may consider the next highest-scoring acceptable tenderer in accordance with the Bidder's stated regional preferences and the final evaluation ranking.
- 6.47 GDE reserves the right to engage in post tender negotiations with the recommended bidder(s) in order to standardise the unit prices across all the regions.
- 6.48 Where the recommended bidder(s) is/are unable to accept the terms of the negotiations or conditions of award; the GDE may proceed to the next highest-scoring acceptable tenderer, in accordance with the final evaluation ranking. This process will continue sequentially until an acceptable bidder is identified for all the relevant regions.

INVITATION OF SERVICE PROVIDER(S) TO SUBMIT PROPOSALS TO RENDER THE SERVICE OF HIRING, DELIVERY AND SERVICING OF FLUSHING MOBILE CHEMICAL TOILETS FOR GAUTENG DEPARTMENT OF EDUCATION INSTITUTIONS FOR A FIXED TERM PERIOD OF THIRTY-SIX (36) MONTHS.

7 TIME FRAMES

OUTPUT	PERIOD
INVITATION OF SERVICE PROVIDER(S) TO SUBMIT PROPOSALS TO RENDER THE SERVICE OF HIRING, DELIVERY AND SERVICING OF FLUSHING MOBILE CHEMICAL TOILETS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED-TERM PERIOD OF THIRTY-SIX (36) MONTHS.	THIRTY-SIX (36) MONTHS

8 PENALTIES/WARRANTIES

- 8.1 If it is shown that errors or shortcomings exist within the service provided, the bidder(s) shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at no cost to GDE.
- 8.2 GDE reserves the right to reject work that does not meet the required standard and engage a different service provider(s) to complete the work. GDE shall serve thirty (30) days' written notice for termination of contract in the case of non-performance.
- 8.3 GDE reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.
- 8.4 Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service providers will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by GDE associated with such non-compliance
- 8.5 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

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9 INSTRUCTIONS FOR THE PROPOSAL

- 9.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 9.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as pricing schedule. Only the requested information should be inserted and no changes to the layout should be made.
- 9.3 GDE requires a clear, concise and factual response. Bidder(s) shall consult, in writing, with the authorised representative of GDE should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 9.4 Proposals must be compiled in the following manner:
- a) Clear indexing of the proposal content must be included.
- 9.5 This tender validity period is 180 days. In the event that there is a need to extend this period, the extension will be published on the National and GPG e-tender portal. It is the responsibility of the bidder to check the extensions as published as there will be no individual correspondence.
- 9.6 Bidders that decline the extension would invalidate their specific bids and not the entire bid process. Bidders who fail to respond on the request for validity extension within the stipulated date, the Department will, consider such a bidder to have accepted the extension of validity in the same terms and conditions as per the submitted bid.
- 9.7 Bidders will not be permitted to lower their bid price. The prices must remain the same.

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- 9.8 All proposals must be delivered sealed. The following information must appear each RFP shall comprise one envelope following, bound and clearly indexed:
- a) Name of Bidder
 - b) Description of proposal
 - c) RFP Number.
 - d) Closing date and time
- 9.9 All proposals must contain the latest financial statements for the last two years.
- 9.10 Tender Costs
- a) The Bidder will be liable for all costs incurred in response to this request.
- 9.11 Bidder's Responsibility
- a) The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- 9.12 Bidders shall take into account that GDE's total requirements may not be allocated to only one Bidder.
- 9.13 GDE reserves the right to engage in pre-post tender negotiations with the Bidder(s) on the shortlist and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions.
- 9.14 The selected Bidder(s) will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the

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selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).

9.15 GDE will have the right to keep the leading member solely liable for the performance of the JV.

9.16 Late Submissions

a) Proposals submitted after the specified closing date and time will not be considered.

10 DECLARATION

I / We the undersigned hereby declare that I / We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder:

Name of contact person:

Capacity:

Signature: **Date:**

 <p>GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Financial Statements</h2>	Page 1 of 1

Submission of Financial Statements

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. 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 submitted.
- 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 that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



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.



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**GAUTENG ETHICS &
ANTI CORRUPTION**

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, copy of which is attached marked Annexure A, 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

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



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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:

	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:

- a) 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.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) 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.



GAUTENG
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- 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 anyone 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:
 - 10.3.1 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.
 - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
 - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
 - 10.3.4 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.
 - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



GAUTENG
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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	

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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25. Force Majeure
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27. Settlement of disputes
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29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)