



Provincial Supply Chain Management

Request for Proposal

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RFP NUMBER															
RFP DESCRIPTION															
CUSTOMER DEPARTMENT															
CUSTOMER INSTITUTION															
BRIEFING SESSION	Y		N		SESSION COMPULSORY				Y		N				
					SESSION HIGHLY RECOMMENDED				Y		N				
BRIEFING VENUE						DATE				TIME					
COMPULSORY SITE INSPECTION	Y		N					DATE				TIME			
INSPECTION ADDRESS															
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION										
CLOSING DATE				CLOSING TIME											

TENDER BOX LOCATION

GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- 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.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- 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 RFP 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 RFP Pack consists of two parts namely, 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 at 75 Fox Street from 10:00-13:00.



GAUTENG PROVINCE

PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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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		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> 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 <http://www.treasury.gpg.gov.za>

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



GAUTENG PROVINCE

PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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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)			



Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP 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

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	SERVICE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	VALUE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>
VALUE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
QUANTITY BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
TERM BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) 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 RFP 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 RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP 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 forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price 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 RFP (not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (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 RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP 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 Pre-qualification 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 Pre-qualification 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 RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (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 RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP 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



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Instructions to Bidders

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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 (refer to RFP 05 in this regard), 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 (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP 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.
24. In cases where the relevant Department or Institution advertising this RFP 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 RFP 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 RFP 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. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.
 The bid must be deposited or posted;
 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury 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 RFP) – 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.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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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Bid Commitment and Declaration of Interest

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

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

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

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

Signature		Date	
Position		Name of Bidder	



Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "✓"

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session	
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Provincial Supply Chain Management

Special Conditions

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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1); Pricing and Specific Goals(Stage 2) be placed in two separate sealed envelopes marked:

- Stage One-

- Stage Two-



Provincial Supply Chain Management

Special Conditions

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SUPPLIER JOB CREATION ANALYSIS

Company Name					Date Est.	
--------------	--	--	--	--	-----------	--

	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 supplier)
- 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 THREE (3) YEARS.**

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

**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 THREE (3)
YEARS.**

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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 THREE (3)
YEARS.**

BACKGROUND

There are several institutions for the Gauteng Department of Education (GDE) that are in areas with no bulk sewer system, and the GDE provides them with portable chemical toilets, which need to be serviced regularly. Mobile chemical toilets are also provided at the GDE institutions where existing ablution facilities are temporarily inadequate and/or dysfunctional. the GDE institutions comprises of schools, Early Childhood Development (ECD) Centres, offices, etc.

The GDE requires service providers with the necessary resources, knowledge and experience who will hire out and service flushing mobile chemical toilets to the affected GDE institutions as and when required for a fixed term period of three (3) years.

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

**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 THREE (3)
YEARS.**

- 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) Disaster Management Act. No 57 of 2002 as amended
- t) Children's Act, No. 38 of 2005 as amended
- u) National Environmental Management Act No. 59 of 2008 as amended
- v) National Environmental Management Act No.107 of 1998 as amended
- w) Hazardous Substances Act No. 15 of 1973 as amended
- x) Justices of the Peace and Commissioners of Oaths Act No. 16 of 1963 as amended

2. PROJECT BRIEF

The appointed service provider(s) will be required to provide the service of hiring out flushing mobile chemical toilets and servicing them twice a week for various schools, ECD centres and other institutions in the GDE. Servicing of the flushing mobile chemical toilets will include emptying the waste, cleaning twice a week, and repairs to damaged areas of the unit to ensure that the flushing mobile chemical toilets are always in good condition.

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.

3. SCOPE OF WORK

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

- a) Deliver an estimated number of flushing mobile chemical toilets at various institutions in the GDE and service them twice a week. (*Refer to paragraph 3.6, table 6 for the estimated number of toilets*).
- b) Ensure that there is no water wastage, and leaking hoses/equipment must be repaired immediately to avoid unattended spillages.

**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 THREE (3)
YEARS.**

- c) Ensure that the sewer effluent to be disposed-off meets all municipal and environmental requirements.
- d) Provide sanitation chemicals for odour control and disinfection of the waste tank, and cleaning purposes must be laboratory tested and a test certificate will be required.
- e) Toilets must be in good and proper condition.
- f) Must be of sound construction and any elements which have suffered any damages during manufacturing or transport and handling (e.g., cracks or split corners) and elements that are warped or poorly formed may not be used and shall be removed from the site.
- g) Bidders should be in a position to supply flushing mobile chemical toilets for learners at different phases including Learners with Special Education Needs (LSEN).
- h) Flushing mobile chemical toilets for Learners with Special Education Needs (LSEN) 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.
- i) Appointed services provider(s) will be expected to have experienced staff members in handling hazardous waste, and provide documents detailing the set skills of the following staff members:
 - i. Project Manager with a minimum of NQF Level 4 certificate in Project Management and a minimum of 2 years' relevant experience
 - ii. Safety Officer with a minimum of NQF Level 4 Occupational Health and Safety certificate and a minimum of 2 years' experience
 - iii. Drivers with a valid driver's license and Professional Driver Permit for the drivers (PrDP)- number of drivers to be equal to the number of Honey Sucker trucks)
- j) Appointed services provider(s) must be in possession of a valid permit for handling, transporting, and disposing of hazardous waste from the accredited institution which will be verified.
- k) Service providers must state the volume, or mass of chemicals to be used for each service as well as details of the service to be performed.

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3.2 Flushing Mobile Chemical Toilets (standard)

The unit shall 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 plastic or approved similar material so that it can be quickly cleaned and disinfected).
- b) The toilet seat and flap of a unit shall 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 should be spacious and well-ventilated, with odour extractor pipe/vent and interior wall vents to promote continuous airflow.
- e) The toilet should 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 toilet should be stable and have unbreakable corners and be rigidly constructed.
- g) The toilets must be a flushing type of mobile chemical toilets.
- h) Toilets must have a mechanical hand or foot pump flushing mechanism that recycles them back to the waste tank.
- i) The toilet must have a hand wash basin with foot pump recycling back to the waste tank.
- j) The toilet must have a double toilet roll holder.
- k) The toilet must have a ventilation pipe system going through the tank and ending outside the cabin.
- l) The toilet must have adequate ventilation through gauzed openings.
- m) Must have a translucent/white roof for sufficient lighting.
- n) Must have an anti-slip floor surface.
- o) The unit must have clear signage indicating male or female.
- p) All units must be provided with 2 solid moulded skids/ base bases (or approved similar material) under the body of a unit. The skids shall be at least the length of a base of the units.

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3.3 Flushing Chemical Toilets for ECDs

- a) The interior and exterior of the toilet shall be strong, durable, and made of non-porous material so that it can be quickly cleaned and disinfected (LLDPE / HDPE Plastic).
- b) The unit should be spacious with ventilation openings and a vent pipe going through the tank and ending outside the cabin. The disabled unit should be easily accessible and have built-in bars for users to grab and hold during transfers.
- c) The unit should have a unique identification number on the sides and a highly visible Department of Education Logo/sticker. The unit must have clear signage indicating male or female.
- d) All units shall be 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.
- e) The units should be stable and of rigid construction.
- f) Flushing toilets should 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.
- g) All unit(s) shall be provided with 2 solid moulded skids or solid moulded base under the body of the unit.
- h) The toilet seat and flap of the unit shall be plastic or approved similar material.
- i) Double Toilet Roll Holder.
- j) The unit shall have a white roof to provide sufficient lighting.
- k) The unit shall have an engaged/occupancy signal latch showing if the toilet is in use/occupied and must be lockable from the inside and outside.
- l) The floor should be made of non-slip material.

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 school. The following different types of flushing mobile toilets must conform to the above requirements. Flushing mobile chemical toilets must also comply with the following dimensions for structural stability purposes:

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Table 1: Unit dimensions of a flushing mobile chemical toilet for ECD, Foundation Phase & Intermediate 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	150Lt	Minimum tank capacity
Seat Height	300mm	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

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

Unit	Size	
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 Learners with Special Education Needs (LSEN):

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.

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3.4 Honey Sucker Trucks

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

- a) The honey suckers must be in good condition and presentable appearance.
- b) The honey suckers must be roadworthy and should be readily available
- c) All lights, horns, warning devices, mufflers, fuel tanks, and emission controls on the said vehicles and equipment must be kept operable at all times.
- d) All honey suckers must have a valid certificate of road worthy (RC1)
- e) 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.
- f) Service providers must ensure that their personnel use the appropriate PPE at all times.

3.5 Human resources

3.5.1 Requirements for the drivers

- a) The service provider must provide a minimum of three (3) drivers with copies of valid driver's licenses and Professional Driver Permits for the drivers (PrDP) to achieve the required service level.
- b) The drivers' licences and PrDP's must be equal to the number of Honey Sucker Trucks provided by the bidder.
- c) The drivers' licences and PrDP's must be valid and certified by the commissioner of Oaths, (Certified copies must not be older than 6 months).

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3.5.2 Requirements for the Project Manager

Table 4.

Human Resource	Major roles and responsibilities	Minimum Qualification and Experience
Project Manager	<ul style="list-style-type: none"> • Responsible for the coordination of all tasks. Ensure that all GDE Institution's requests of hiring, delivery and servicing of flushing mobile chemical toilets are attended to on time. • Scheduling of drivers, provide monthly statistics, consolidation of delivery notes and reports. • Arrange with GDE Institutions for access into the premises. • Ensure that honey sucker trucks always dump waste at the designated and approved municipal dumping site. • Ensure that the service provider is in possession of a permit from the relevant local municipality permitting them to transport and dump waste at designated dumping sites. 	<ul style="list-style-type: none"> • NQF Level 4 in Project Management with minimum of 2 years relevant experience.

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3.5.3 Requirements for the Safety Officer

Table 5.

Human resources	Major roles and responsibilities	Minimum Qualification and Experience
Safety Officer	<ul style="list-style-type: none"> • Develop a health & safety plan and procedures to be followed during the hiring, delivery and servicing of flushing mobile toilets. • Ensure compliance with Occupational Health and Safety regulations by the service provider's staff. • Conduct safety inspections and risk assessments to ensure that there are no issues that could lead to injuries during the delivery of the service. • Ensure that all equipment used during delivery of the service is safe. • Ensure that all honey sucker trucks have valid Roadworthiness Certificates. • Ensure that Drivers for honey sucker trucks 	<ul style="list-style-type: none"> • NQF Level 4 Occupational Health and Safety Certificate with minimum of 2 years relevant experience.

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	have valid driver's licenses and PrDPs.	
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3.6 GDE Districts Per Region

The estimated number of schools to be serviced per district is divided into four (4) GDE regions as indicated in Table 6 below:

Table 6.

NO	REGION	DISTRICT	ESTIMATED NUMBER OF SCHOOLS PER MONTH	ESTIMATED NUMBER OF TOILETS PER MONTH
1	Tshwane	Gauteng North (GN)	7	151
		Tshwane North (TN)	20	313
		Tshwane South (TS)	1	20
		Tshwane West (TW)	9	206
TOTAL				690
2	Johannesburg	Johannesburg Central (JC)	4	72
		Johannesburg East (JE)	1	4
		Johannesburg North (JN)	2	40
		Johannesburg South (JS)	9	164
TOTAL				280
3	Ekurhuleni	Gauteng East (GE)	0	0
		Ekurhuleni North (EN)	2	24
		Ekurhuleni South (ES)	3	52
TOTAL				76
4	Sedibeng	Gauteng West (GW)	3	67
		Sedibeng East (SE)	3	56
		Sedibeng West (SW)	0	0
TOTAL				123

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Service provider (s) must select the region (s) which they are bidding for. Bidders must select their preferred region (s) by placing a tick in the space provided next to the region. GDE reserves the right to appoint more than one service provider per region. The allocation of work will be based on the capacity of the service provider, the number of units they can provide and services.

Table 7.

NO	REGION	Please indicate the selection of the preferred region by a tick (✓) in the space below
1	Tshwane	
2	Johannesburg	
3	Ekurhuleni	
4	Sedibeng	

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, and Site Visit. During these stages of evaluation, the bidder/s that do not meet the prescribed criteria for Mandatory 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 80/20 or 90/10 preference point system will apply and the lowest/highest acceptable tender will be used to determine the applicable preference point system.

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

4.1 Stage 1(a): Administrative Evaluation

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

Mandatory Returnable Documents: (eliminating criteria)

- a) Submission of a completed and signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.
- b) Submission of a completed and signed price schedule (RFP Section 2). Failure to submit any one of the pages will result in the bidder being disqualified.
- c) Submission of a completed and signed pricing schedule. (ANNEXURE A)
- d) Submission of a completed and signed Bidder's disclosure (SBD4).

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

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- c) The latest financial statements for the last two years are required. In cases where an entity has operated for a period of less than a year, the Management Accounts Report for the period in operation must be submitted, In cases where the entity has operated for a period of more than a year but less than two years, then the Management Accounts Report for the first year of operation, If it is a new or dormant entity must submit a letter from the Managing Director or the Owner (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded. Financial statements must be in compliance with the Companies Act.
- d) 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
- e) Submission of proof of physical address (SARS correspondence letter, CIPC company registration certificate, municipal rates account) (only one of the above will be accepted).
- f) 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. A valid SANAS-accredited consolidated B-BBEE Certificate.
- g) The service provider must ensure that they are registered on the Electronic Invoicing System (eisregistration@gauteng.gov.za)
- h) Evidence of approval to dump waste in the area you are bidding for (Relevant Municipality letter/document)
- i) Company profile or proposal indicating a full specification and pictures to be included in the company profile or proposal.

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4.2 Stage 1(b): Functionality

A Bidder that scores less than **70** 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 70 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	50
	<p>1.1 Provide proof of ownership / valid lease agreement /letter of intent to lease the Flushing Chemical Toilets with the number of available toilets to meet the required GDE specification (25)</p> <p>i. For company owned flushing mobile chemical toilets, submit an asset register/ warranty certificate. ii. For leased flushing mobile chemical toilets, submit a lease agreement/ rental agreement/ letter of intent to lease that indicates the number of toilets agreed on.</p> <p><i>Note: The signed and dated (both parties) lease agreement/ rental agreement should be valid for a period of 36 months with future activation dates.</i></p> <p>1.1.1 Above 43 flushing mobile chemical toilets (25) 1.1.2 30 to 43 flushing mobile chemical toilets (18) 1.1.3 20 to 29 flushing mobile chemical toilets (10) 1.1.4 Below 20 flushing mobile chemical toilets (0)</p> <p><i>NB: bidders who are leasing flushing chemical toilets must ensure that the lease agreement /the letter of intent states the minimum number of flushing chemical toilets to be leased.</i></p>	

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	<p>1.2 Number of roadworthy honey sucker trucks (Attach proof of vehicle ownership (i.e.RC1) / or valid lease agreement signed by both parties / or letter of intent to lease the trucks) (25)</p> <p>1.2.1 Above three trucks (25) 1.2.2 Three trucks (18) 1.2.3 Below Three trucks (0)</p> <p>NB: bidders who are leasing must ensure that the lease agreement /the letter of intent states the capacity and the minimum number of honey sucker trucks to be leased.</p>	
2.	Human Resources	30
	<p>Submit CV's and certified copies (certified copies should not be more than 6 months as at the date of tender closure) of certificates/ qualifications required for all personnel listed below together with the Identification Document.</p> <p>2.1 Project Manager (10)</p> <p>2.1.1 Project Manager with a minimum of NQF Level 4 certificate in Project Management (5)</p> <p>2.1.2 Number of years relevant experience in project management (5)</p> <p>2.1.2.1 Above two years' experience (5) 2.1.2.2 Two years' experience (3) 2.1.2.3 Below two years' experience (0)</p> <p>2.2 Safety Officer (15)</p> <p>2.2.1 Safety Officer with a minimum of NQF Level 4 Occupational Health and Safety certificate (5)</p> <p>2.2.2 Number of years of experience in Occupational Health and Safety (10)</p> <p>2.2.2.1 Above two years' experience (10) 2.2.2.2 Two years' experience (6) 2.2.2.3 Below two years' experience (0)</p>	

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	<p>2.3 Honey sucker driver (Minimum three drivers with valid drivers' licence and PrDP's) (5)</p> <p>2.3.1.1 Above three drivers (5) 2.3.1.2 Three drivers (3) 2.3.1.3 Below three drivers (0)</p> <p>NB: Submit certified copies of a minimum of three (3) valid heavy-vehicle driver's license and Professional Drivers Permits (PrDP) (The certification must not be older than 6 months).</p>	
3.	Company Experience	20
	<p>Provide signed References Letters/ Testimonial Letters / Completion Certificates on projects related to the built environment (20)</p> <p>3.1 Information submitted must include the following:</p> <ul style="list-style-type: none"> • Contract period • The nature of the project • Contact details • Reference letter/ Testimonial Letters must be signed and dated • Reference letters/ Testimonial Letters must be on Client's letterheads <p>3.1.1 5 or more reference letters (20) 3.1.2 3 to 4 reference letters (14) 3.1.3 1 to 2 reference letters (10) 3.1.4 No reference letter (0)</p>	
	TOTAL	100
	The minimum threshold for functionality	70

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4.3 Stage 1 (c): Site Visit

Site inspection will be based on the flushing mobile chemical toilet(s) and honey sucker truck(s). The purpose of the site visit will be to confirm if the flushing mobile chemical toilets and Honey Sucker Trucks meet the requirements as indicated in Section 3. It will also be checked and confirmed if the flushing mobile chemical toilet for each learning phase is structurally stable and safe for use.

Bidders who are owners of the flushing mobile chemical toilets and honey sucker trucks must display at least one flushing mobile chemical toilet per learning phase and honey sucker truck on site that meet the requirements listed in the scope of work.

Bidders who are leasing or intending to lease the flushing mobile chemical toilets and honey sucker trucks must be in possession of the valid lease agreement/ valid rental agreement/ valid letter of intent to lease. The inspection may be undertaken at the warehouse of the lessor and the bidder will be responsible to make the necessary arrangements to enable GDE to perform the site visit. Bidders must also display at least one flushing mobile chemical toilet per learning phase and honey sucker truck on site that meet the requirements listed in the scope of work.

NO	CRITERIA	WEIGHT
1	<p><u>Flushing Mobile Chemical Toilets (Standard and LSEN) (35)</u></p> <p>The flushing mobile chemical toilets should be as per requirements under the scope of work. Refer to Section 3</p> <p>The unit shall comply with the minimum requirements as follows:</p> <p>a) The body of the flushing mobile chemical toilet must be strong, durable, rust-proof, and made of non-porous material (High-Density Polyethylene plastic or approved similar material so that it can be quickly cleaned and disinfected. (2)</p>	60

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NO	CRITERIA	WEIGHT
	<p>b) The toilet seat and flap of a unit shall be either plastic or approved similar material. (2)</p> <p>c) The flushing mobile chemical toilet must be supplied with a hand/foot flush fixed tank complete with a pump and hand wash basin. (2)</p> <p>d) The units should be spacious and well-ventilated, with odour extractor pipe/vent and interior wall vents to promote continuous airflow. (2)</p> <p>e) The toilet should have an engaged/occupancy signal latch showing if the toilet is in use/occupied and must be lockable from the inside and outside. (2)</p> <p>f) The toilet should be stable and have unbreakable corners and be rigidly constructed. (2)</p> <p>g) Toilets must have a mechanical hand or foot pump flushing mechanism that recycles them back to the waste tank. (2)</p> <p>h) The toilet must have a hand wash basin with foot pump recycling back to the waste tank. (2)</p> <p>i) The toilet must have a double toilet roll holder. (2)</p> <p>j) The toilet must have a ventilation pipe system going through the tank and ending outside the cabin. (2)</p> <p>k) The toilet must have adequate ventilation through gauzed openings. (2)</p> <p>l) Must have a translucent/white roof for sufficient lighting. (2)</p> <p>m) Must have an anti-slip floor surface. (2)</p> <p>n) All units must be provided with 2 solid moulded skids/ base bases (or approved similar material) under the body of a unit. The skids shall be at least the length of a base of the units. (2)</p>	

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NO	CRITERIA	WEIGHT
	<p>o) Flushing mobile chemical toilets for Learners with Special Education Needs (LSEN) 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. (2)</p> <p>p) The unit of a flushing mobile chemical toilet must meet the minimum dimensions mentioned in section 3. Refer to paragraph 3.3, table 2 and table 3. (5)</p> <p><u>Flushing Mobile Chemical Toilets (ECD) (25)</u></p> <p>The unit shall comply with the minimum requirements as follows:</p> <ul style="list-style-type: none"> a) The interior and exterior of the toilet shall be strong, durable, and made of non-porous material so that it can be quickly cleaned and disinfected (LLDPE / HDPE Plastic). (2) b) The unit should be spacious with ventilation openings and a vent pipe going through the tank and ending outside the cabin. The disabled unit should be easily accessible and have built-in bars for users to grab and hold during transfers. (2) c) The units should be stable and of rigid construction. (2) d) Flushing toilets should 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. (2) e) All unit(s) shall be provided with 2 solid moulded skids or solid moulded base under the body of the unit. (2) f) The toilet seat and flap of the unit shall be plastic or approved similar material. (2) g) Double Toilet Roll Holder. (2) 	

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NO	CRITERIA	WEIGHT
	<p>h) The unit shall have a white roof to provide sufficient lighting. (2)</p> <p>i) The unit shall have an engaged/occupancy signal latch showing if the toilet is in use/occupied and must be lockable from the inside and outside. (2)</p> <p>j) The floor should be made of non-slip material. (2)</p> <p>k) The unit of a flushing mobile chemical toilet must meet all the minimum dimensions mentioned in section 3. Refer to paragraph 3.3, table 1. (5)</p>	
2	<p><u>Honey Sucker Trucks (10)</u></p> <p>The honey suckers shall comply with the minimum requirements as follows:</p> <p>a) The honey suckers must be in good condition and presentable appearance (2)</p> <p>b) The honey suckers must be roadworthy and should be readily available (2)</p> <p>c) All lights, horns, warning devices, mufflers, fuel tanks, and emission controls on the said vehicles and equipment must be kept operable at all times. (2)</p> <p>d) All honey suckers must have valid certificate of road worthy (RC1) in the name of the company or director(s) if owned. (2)</p> <p>e) 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. (2)</p>	
	Total	60
	The Minimum Threshold for site visit	50

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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, November 2022 Gazette Number 47452). Either the 80/20 or 90/10 preference point system will apply and the lowest/highest acceptable tender will be used to determine the applicable preference point system.

Area	80/20 Points	90/10 Points
Price	80	90
Specific goals as follows:	20	10
Township-based companies	10	5
51% of youth/ women/ black ownership	10	5

5. FORMAT AND SUBMISSION OF BIDS

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

Section A	<ul style="list-style-type: none"> a) Submission of a completed and signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified. b) Submission of a completed and signed price schedule (RFP Section 2). Failure to submit any one of the pages will result in the bidder being disqualified. c) Submission of a completed and signed pricing schedule. (ANNEXURE A) d) Submission of a completed and signed Bidder's disclosure (SBD4).
Section B	<ul style="list-style-type: none"> a) Completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022. b) The following documents should be submitted together with SBD 6.1 to claim Preference Points:

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	<ul style="list-style-type: none"> i. Company Registration Documents. ii. Certified (Not more than 6 months) Identity Documents of Shareholders/ Owners/ Directors of the Company. iii. Recent/ latest Proof of a Central Supplier Database (CSD) registration. c) Valid SARS Tax Compliance Status (TCS) pin d) The latest financial statements for the last two years e) 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 f) Submission of proof of physical address (SARS correspondence letter, CIPC company registration certificate, municipal rates account) (only one of the above will be accepted). g) In the case of a consortium or Joint Venture, proposals must contain: <ul style="list-style-type: none"> i. Partnership Agreements/Joint Venture Agreements signed by all party representatives, ii. Proposed revenue split and, iii. A valid SANAS-accredited consolidated BBBEE Certificate. h) Evidence of approval to dump waste in the area you are bidding for (Relevant Municipality letter/document) i) Company profile or proposal indicating a full specification and pictures to be included in the company profile or proposal.
Section C	<ul style="list-style-type: none"> a) Capacity to deliver - Proof of ownership/ valid lease agreement/ proof of purchase/ letter of intent to lease for the flushing mobile chemical toilets Proof of ownership/ valid lease agreement/ proof of purchase/ letter of intent to lease for the Honey Suckers Organisation's

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	<p>resources indicating a minimum of three (3) roadworthy (RC1) trucks with tankers.</p> <p>b) Human resources – Project Manager with a minimum of NQF Level 4 certificate in Project Management and relevant two years minimum experience in project management, Safety Officer with an Occupational Health and Safety with a minimum of NQF Level 4 certificate and a minimum of 2 years' experience in occupational Health and Safety, Experience of the drivers, a minimum of three drivers, (3) Driver's licenses and valid PDPs (Certified by the Commissioner of Oath) The certification must not be older than 6 months.</p> <p>c) Company experience - Reference indicating the bidder's previous experience in similar projects undertaken. Kindly attach verifiable/contactable reference letters clearly specifying your experience and track record in rendering this service.</p>
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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 through verbal briefings when required.
- 6.2 GDE reserves the right to appoint more than one service provider per region and also 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 reject work that does not meet the required standard and engage an alternative service provider to complete the work.

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GDE shall serve thirty (30) days' written notice for termination of the contract in the case of non-performance.

- 6.4 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.
- 6.5 Successful bidder(s) will be profiled and vetted before and after the appointment.
- 6.6 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.
- 6.7 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.
- 6.8 Proposed fees with detailed cost breakdowns must be quoted for the different proposed resources to be utilized at any given time.
- 6.9 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.
- 6.10 Bidders(s) who intend to hire plant/ equipment must submit documentary evidence of agreements in this regard. Service provider(s), who cannot

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provide proof of capacity in terms of readily available equipment to deliver the service, will not be considered for appointment.

- 6.11 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).
- 6.12 GDE will pay the same rate to an appointed service provider even if the service provider works overtime, after hours or over weekends.
- 6.13 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.
- 6.14 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.
- 6.15 Only services rendered during the school terms may be invoiced, school holidays are excluded.
- 6.16 The department may use the e-portal platform for publishing tender validity extensions.
- 6.17 Waste must be disposed of and transported to designated waste dumping sites. must be included in the bidder's price.

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- 6.18 Water wastage is not permitted, and leaking hoses/equipment must be repaired immediately to avoid unattended spillages.
- 6.19 The sewer effluent to be disposed of should meet all municipal and environmental requirements.
- 6.20 Sanitation chemicals for odour and disinfection for the waste drum and cleaning purposes must be laboratory tested and a test certificate will be required.
- 6.21 Arrange with the occupants of buildings regarding access to the premises to render the required service.
- 6.22 Take adequate precautions to prevent damage to GDE Property.
- 6.23 The service provider must indemnify GDE against any claims whatsoever arising from their conduct and/ or the conduct of their employees.
- 6.24 Comply with all laws and by-laws relevant to the rendering of the service.

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 THREE (3) YEARS.	THREE (3) YEARS

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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.

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

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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 (non-compliance may eliminate your bid):

- a) Clear indexing of the proposal content must be included.
- b) One (1) original proposal (marked "original") must be submitted.
- c) One (1) copy of the proposal (marked copy) must be submitted.

9.5 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

9.6 All proposals must contain the latest financial statements for the last two years.

9.7 In the case of Joint Ventures, proposals must contain:

- a) Teaming Agreements signed by both parties
- b) Original or certified copy of consolidated BEE/ CSD certificate
- c) The JV must clearly indicate who is the leading member of the JV

9.8 Tender Costs

- a) The Bidder will be liable for all costs incurred in response to this request.

9.9 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.

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Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

- 9.10 Bidders shall take into account that GDE's total requirements may not be allocated to only one Bidder.
- 9.11 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.
- 9.12 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 selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).
- 9.13 GDE will have the right to keep the leading member solely liable for the performance of the JV.
- 9.14 Late Submissions
 - a) Proposals submitted after the specified closing date and time will not be considered.

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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:**



Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

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

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



Provincial Supply Chain Management

Financial Statements

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 with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than 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.

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
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
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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	<ol style="list-style-type: none">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
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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)