



GAUTENG PROVINCE

HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

DEPARTMENT	DEPARTMENT OF HUMAN SETTLEMENTS
TENDER DESCRIPTION	PROVISION OF HYGIENE SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENT (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
TENDER NUMBER	HLA 4/2/4-2022/07

BRIEFING SESSSION	Yes ☐	No ☒	SESSION COMPULSORY	Yes ☐	No ☒
BRIEFING	VENUE	N/A	TIME	N/A	
	DATE	N/A			

CLOSING DATE	28 APRIL 2023
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

Notes:

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



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REPUBLIC OF SOUTH AFRICA

Tender Number	Service	Briefing Session	Closing Date
HLA 4/2/4-2022/07	Provision of Hygiene services for Gauteng Department of Human Settlements (GDHS) for a period of Thirty-Six (36) months.	There will be no briefing session.	Date: 28 April 2023 Venue: Department of Human Settlements 11 Diagonal Street 17th Floor Reception Newtown, Johannesburg 2107

Specific Goal points system to be used for this tender are offered to tenderers who tender in accordance with the Preferential Procurement Regulations and Furthermore, in terms of these; Regulations and the SCM Policy, tenderers are required to meet the HDI and/or RDP specific goals.

Documents can only be downloaded from Treasury website from: 1. Website <http://e-tenders.gauteng.gov.za/Pages/Home.aspx> 3.Human Settlements website www.gauteng.gov.za >>> **Human Settlements >>> Announcement >>> Human Settlements Advertised Tenders** from the **31 March 2023**. Completed tender documents clearly marked with the relevant reference number and placed in a sealed envelope must be deposited in the tender box on the 17th Floor Reception Department of Human Settlements ,11 Diagonal Street, Newtown, Johannesburg, 2107 no later than 11:00 on or before the relevant stipulated date above.

All enquiries related to the content of the Terms of Reference may be directed in writing for attention to Mr Boitumelo Jack @ Boitumelo.Jack@gauteng.gov.za and Ms. Shivanee Puckiree at Shivanee.Puckiree@gauteng.gov.za Any other enquiry related to bid process may be directed in writing to Mr. Mbuso Mazibuko and Ms. Nkele Maleka at Mbuso.Mazibuko@gauteng.gov.za or Nkele.Maleka@gauteng.gov.za The bid number should be mentioned in all correspondences. Telephonic requests for clarification will not be accepted.

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



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IT IS A CONDITION OF BIDDING THAT –

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



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REQUIREMENTS FOR REGISTERED BIDDERS ON CENTRAL SUPPLIER DATABASE PLEASE NOTE:

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

Registered Suppliers to ensure that all details completed below are CURRENT

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT

Name(s): _____

Signature(s): _____

Date: _____



Submission of Financial Statements

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS							
BID NUMBER:	HLA 4/2/4-2022/07	CLOSING DATE: 28 APRIL 2023		CLOSING TIME:	11:00		
DESCRIPTION	PROVISION OF HYGIENE SERVICES FOR GAUTENG PROVINCIAL DEPARTMENT OF HUMAN SETTLEMENTS FOR A PERIOD OF THIRTY-SIX (36) MONTHS.						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Department of Human Settlements							
11 Diagonal Street							
17 th Floor Reception							
Newtown, Johannesburg, 2107							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mr. Mbuso Mazibuko			CONTACT PERSON	Mr. Boitumelo Jack		
TELEPHONE NUMBER				TELEPHONE NUMBER			
E-MAIL ADDRESS	Mbuso.Mazibuko@gauteng.gov.za			E-MAIL ADDRESS	Boitumelo.Jack@gauteng.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....Bid number.....

Closing Time 11:00 Closing date.....

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

ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
-	Required by:		
-	At:		
-	Brand and model		
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
-	Delivery:		*Firm/not firm

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

P_a = The new escalated price to be calculated.

$(1-V)P_t$ = 85% of the original bid price. **Note that P_t must always be the original bid price and not an escalated price.**

$D1, D2..$ = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors $D1, D2...$ etc. must add up to 100%.

$R1t, R2t.....$ = Index figure obtained from new index (depends on the number of factors used).

$R1o, R2o$ = Index figure at time of bidding.

VP_t = 15% of the original bid price. This portion of the bid price remains

firm

i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

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

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

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found
 not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without
 consultation, communication, agreement or arrangement with any competitor.
 However, communication between partners in a joint venture or consortium² will not
 be construed as collusive bidding.

² Joint venture or Consortium means an association of persons for
 the purpose of combining their expertise, property, capital,

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

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

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting 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.

efforts, skill and knowledge in an activity for the execution of a contract.

.....

Signature

Date

.....

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RDP Goals – Youth	N/A	10	N/A	
Specific Goals – People living with Disability	N/A	10	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....



GAUTENG PROVINCE
HUMAN SETTLEMENTS
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

PROVISION OF HYGIENE SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENTS (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS

1. BACKGROUND

The Department of Human Settlement (GDHS) hereby invites interested service provider to bid for the provision of hygiene services in the following offices:

Offices	Address
129 Fox Street Johannesburg	129 Fox, Street Marshalltown, Johannesburg
11 Diagonal Street Johannesburg	11 Diagonal Street, Newtown, Johannesburg
Tshwane Regional Office	50 Hamilton Street, Arcadia, Tshwane
Meyerton Regional Office	1 Loch Street, Meyerton, Vereeniging
Mogale City Regional Office	57 Burger Street, Krugersdorp, Mogale City
Vereeniging Regional Office	28 Market Avenue, Vereeniging
Alberton Regional Office	66 Voortrekker Road, Ekurhuleni

2. OBJECTIVES

The objective is to obtain a service provider that would ensure a hygienic working environment for GDHS staff as prescribed in the Occupational Health and Safety Act 85 of 1993.

3. SCOPE OF WORK

The scope of work entails provision of hygiene services which include supply, installation, maintenance, repair, and regular servicing of Hygiene Equipment provided.

3.1 Deliverables

The appointed bidder will be responsible for:

- New installations of the hygiene equipment at the start of the contract.
- Supply of consumables on a weekly basis as and when required.
- Maintenance of hygiene equipment including replacement of non-functional units as and when the need arises.
- Securing of the hygiene equipment to prevent theft and damage of equipment and consumables.
- Servicing and sterilization of sanitary bins twice a week
- Disposal of all waste collected during the provision of hygiene services at a licensed landfill site.
- Removal of hygiene equipment at the end of the contract.
- E Ensuring and declaring, prior to contracting stage, that staff rendering hygiene services always wear and use correct Personal Protective Equipment (PPE) and are identifiable.
- Assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of its staff as well as GDHS staff, during execution of the services.

3.2 Scope of Work

Rendering Hygiene Services to the following regions:

	SHE BINS	SOAP DISPENSE R	PAPER TOWEL	SEAT WIPES	TOILET ROLL HOLDER	WALL BINS	AIR FRESHNER	Automatic Urinal Sanitiser
TSHWANE	6	12	6	12	12	6	6	17
EKURHULENI	3	6	4	6	6	6	6	6
VEREENIGING	3	5	5	6	5	5	5	5
MEYERTON	5	6	3	6	7	3	5	7
MOGALE CITY	8	4	4	9	10	4	2	15
129 FOX STREET	20	9	9	9	32	9	9	33
11 DIAGONAL STREET	21	14	14	42	42	14	14	56

Frequency of services to be rendered:

ITEMS	FREQUENCY IN SERVICES
Collection of She Bins and replace liners	Everyday
Seat sanitiser Refill	Everyday
Soap Foam Dispenser Refill	Everyday
Air Freshener Refill	Everyday
Automated Urinal Sanitisers	Everyday

Number of hygiene assistants to be allocated per site:

TSHWANE	EKURHULENI	VEREENIGING	MEYERTON	MOGALE CITY	129 FOX STREET	11 DIAGONAL STREET
1	1	1	1	1	2	2

Specification of Hygiene Equipment:

Type of Hygiene Equipment	Example Picture	Specification
She Bins		Stainless Steel Sanitary Towel Bin • 21L Sanitary Bin • Stainless Steel with satin/brushed finish with Stainless Steel frame inside for disposable liner. • Dimensions: 39.0 x 32.2 x 17.5 cm. • Bin Liners to be supplied by appointed hygiene service provider

Soap Dispenser



Stainless Steel 1100ml Automatic Soap Dispenser

- 1100ml Sensor Soap Dispenser –
- Touch free
- Dispenses foaming antibacterial soap.
- Dose size of 0.4ml, = 2750 shots of hand soap per refill.
- **Foam soap to be supplied by appointed hygiene service provider**

Paper Towel Dispenser



Stainless Steel Folded Paper Towel Dispenser

- Folded Towel Dispenser
- A visible indicator of the level
- **Folded paper Towels to be supplied by appointed hygiene service provider**

Toilet seat Sanitiser Dispenser



Stainless Steel Toilet seat cleaner sanitising dispenser

- Toilet seat sanitiser dispenser
- The seat sanitising chemical should be ultra-quick drying and effective against all harmful bacteria, commonly found on and around toilet fixtures.
- **Sanitiser refills to be supplied by appointed hygiene service provider**

Toilet Roll Holder



Stainless Steel 3 roll Toilet Roll Holder

- Size: 16cm (D) x 16cm (W) x 40cm (H).
- Weight: 2.4kg.
- Capacity: 3 x toilet rolls.
- Lockable.
- **Keys to be supplied by appointed hygiene service provider**

Wall Bins



Stainless Steel Wall Bin

- 27L
- Slimline design
- Frame inside the dispenser to hold the liner.
- Wall mounted
- **Bin Liners to be supplied by appointed hygiene service provider**

Automatic Air Freshener Dispenser



Stainless Steel Microburst Air Freshener Dispenser

- 3000 Bursts per refill
- Works with 2 C-cell batteries
- Programmable to suit departments office hours
- **Batteries to be supplied by appointed hygiene service provider**

		• Consumables to be supplied by appointed hygiene service provider
Automatic Urinal Sanitiser		Stainless Steel Urinal Auto Sanitiser • 3000 shot metered refill • Automatically dispensing a cleaning product into the urinal once every 15 minutes. • Batteries to be supplied by appointed hygiene service provider • Consumables to be supplied by appointed hygiene service provider

4. EVALUATION METHODOLOGY

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

The first stage will be the evaluation of bids on **Mandatory Compliance** and **Administrative Compliance**. During these stages, bids that do not meet the mandatory compliance requirements will be disqualified and will not be considered for further evaluation on **Functionality**. Bids not meeting the minimum threshold of 70 points on **Functionality**, will not be considered for the second stage in terms of the **Price and Preference (Specific Goals) Points Systems**.

Bids will be evaluated in two stages as listed below:

- ✓ Stage 1A: Mandatory Compliance
- ✓ Stage 1B: Administrative Compliance
- ✓ Stage 1C: Functionality
- ✓ Stage 2: Price and Preference (Specific goals)
 - Price = 80 Points
 - Preference = 20 Points

4.1. STAGE 1A – MANDATORY COMPLIANCE

Bidders must ensure that the following mandatory returnable documents are fully completed and submitted for compliance:

- a) Certified copy of a valid Compensation for Occupational Injuries and Diseases Act 130 (COIDA);
- b) A certified copy of a valid compliance Certificate with Unemployment Insurance Fund (UIF);
- c) A bidder must provide proof of registration on the Gauteng Waste Information System (GWIS);
- d) Joint Venture/Consortium agreement must be signed by all parties to the agreement (where bidders submit proposals as such) and
- e) Fully completed Pricing Schedule including Total Bid Price in line with Scope of Work attached as **Annexure A**

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

N.B: Department will not accept any copy of a certified copy, all certified copies should have the original stamp of certification and the date must not be older than six (06) months from the closing date of the tender.

4.2. STAGE 1B: ADMINISTRATIVE COMPLIANCE

Tenderers are required to fully complete, sign and submit all Standard Bidding Documents (SBD) as stated below. Non-compliance will not result in the bidder being disqualified:

- a) SBD 1- Invitation to bid;
 - b) SBD 3.2 – Price Schedule;
 - c) SBD 4 – Declaration of Interest;
 - d) SBD 6.1 – Preference Points Claim Form;
 - e) Tax compliance status pin;
 - f) Proof of registration with Central Supplier Database;
 - g) Company CIPC registration documents;
 - h) Company profile;
 - i) Valid B-BBEE verification certificate (SANAS accredited) or Sworn Affidavit
- Tenderers are required to submit proof of their B-BBEE Status Level of Contributor. Proof includes an original or certified copy of a valid B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS.
- Tenderers who qualify as an Exempted Micro Enterprises (EME) must submit an original or certified copy of a valid Sworn Affidavit signed by the EME

representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit an original or certified copy of a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)

In the case of a Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black-owned, then no B-BBEE Certificate is required as an original or certified copy of a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit an original or certified copy of a valid B-BBEE Certificate for QSE issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry. (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)

If the QSE is less than 51% black-owned, then the bidding entity will be required to provide an original or certified copy of a valid B-BBEE Certificate, issued by an agency accredited by SANAS, as well as the sworn affidavit to confirm their QSE status by providing an original or certified copy of a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths in line with the Justices of the Peace and Commissioners of Oaths Act, 1963. Alternatively, the bidder must submit a valid B-BBEE Certificate for QSE issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.).

In case of a trust, consortium or joint venture, all tenderers must submit an original or certified copy a valid consolidated B-BBEE Status Level Verification Certificate, issued by an agency accredited by SANAS.

NB: Note that a sworn affidavit as explained above is to be signed and commissioned by a Commissioner of Oath on the same date as the Deponent. The Commissioner's date on the Sworn Affidavit must be same as the Deponent's date.

4.3. STAGE 2: FUNCTIONALITY EVALUATION

Any bidder who does not meet the minimum threshold of 70 points will be eliminated and will not be considered for the next stage of evaluation which is Price and Preference Point System.

EVALUATION CRITERIA	ALLOCATED POINTS
SECTION 1 - EXPERIENCE OF THE BIDDER	50 Points
Important notes to the bidder: - The Tenderer is required to provide proof of work previously undertaken in the hygiene industry - These refers to the experience to undertake the scope of work involved in this tender. - Appointment Letter/ Contract / Purchase Order and Reference Letters must be aligned to similar works, which have been successfully concluded in the previous years or currently active contract. - The Appointment Letter/ Contract / Purchase Order must be accompanied by a corresponding Reference Letter and must be signed and dated by the company for which the work was done; it must clearly specify the date that the scope of work was conducted; and it must be on an official letterhead of the company for which the work was done. - Each Appointment Letter/ Contract / Purchase Order must be accompanied by a corresponding Reference Letter. - The maximum points a bidder can score in this section is 50 Points and the lowest score a bidder can score in this section is zero points <i>In cases where a project was undertaken under a subcontracting arrangement, an Appointment Letter/ Contract / Purchase Order of a subcontractor accompanied by a corresponding Reference Letter from the main contractor is to be attached and is compulsory otherwise such an appointment letter as a subcontractor will not be considered.</i>	
Submission of five (5) or more <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect to provision of hygiene services.	50 points
Submission of four (4) <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect of provision of hygiene services.	40 points
Submission of three (3) <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect to provision of hygiene services.	30 points
Submission of two (2) <i>Appointment Letters/ Contracts/ Purchase Orders</i> and corresponding Reference Letters in respect to provision of hygiene services.	20 points

Submission of one (1) <i>Appointment Letter/ Contract/ Purchase Order</i> and a corresponding Reference Letter in respect to provision of hygiene services.	10 points
Non-submission of letters and corresponding reference letters in respect to provision of hygiene services.	0 points
SECTION 2 – EXPERIENCE OF OPERATIONS/PROJECT MANAGER	30 Points
<u>Operations/Project Manager’s Experience</u> Important notes to the bidder: - Years of experience pertains to the experience of the Operations/Project Manager only. - The relevant experience of the operations manager is experience in relation to hygiene industry. - A detailed CV of the Operations/Project Manager allocated to this project must be submitted with the bidder’s proposal. The CV must provide details with regards to experience that is relevant to the field mentioned above, that is, hygiene services. In addition, the CV must include contactable references a certified copy of the Identity document of the operations manager. - Only an originally certified copy of the Identity Document (ID) which is not older than 06 months must be submitted as part of the CV that is submitted. - The personnel as listed may not be changed for the project duration without prior notice to the Client. - The maximum points a bidder can score in this section is 30 points and the lowest score a bidder can score in this section is zero points.	
5 years’ experience and above in the provision of hygiene services	30 points
4 years’ to less than 5 years’ experience in the provision of hygiene services	20 points
3 years’ to less than 4 years’ experience in the provision of hygiene services	10 points
2 years’ to less than 3 years’ experience in the provision of hygiene services	05 points
Less than 2 years’ experience in the provision of hygiene services	0 points
SECTION 3 - LOCALITY	20 Points

Important notes to the bidder: 1. Bidders should have a footprint in the Gauteng Province in terms operations 2. Points will only be awarded where the following requirements are fully complied with 3. The maximum points a bidder can score in this section is 20 points and the lowest score a bidder can score in this section is zero points. For Own Office Space: Submit a municipal bill which is not older than 03 months – registered under the company name, not a residential municipal bill. For Leased Offices: 1. Submit a Lease Agreement signed by both parties on the lessor's letterhead and must be accompanied by the lessee's rental statement/invoice which should not be older than 03 months. OR 2. Submit a Letter of Intent/Commitment to Rent. The documents must be on the lessor's letterhead and must be signed by both parties and accompanied by the lessors' Municipal bill which is not older than 3 months.	
Total Points for Functionality Evaluation	100 Points
Minimum Threshold	70 Points

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

4.4. STAGE 2 – PRICE AND SPECIFIC GOALS POINTS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RDP Goals – Youth	N/A	10	N/A	
Specific Goals – People living with Disability	N/A	10	N/A	

Bidders are required to submit the following as proof of ownership to score points on specific goals.

- a certified copy of the founding documentation of the company with which the ownership is listed
- Valid BBEE certificate or sworn affidavit
- a certified copy of the ID-document (s) for youth ownership
- a certified declaration from your medical doctor certifying the degree of disability

NB: A valid B-BBEE Certificate (in case of JV a consolidated B-BBEE certificate) issued by a SANAS accredited verification agency or a Sworn Affidavit in the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed by both the deponent and the Commissioner of Oaths on the same date.

5. SUBMISSION OF PROPOSAL

All submissions must be one hard copy. The proposals must be submitted in one sealed envelope containing the proposal (technical response) and the pricing schedule. The submissions must be clearly marked with the description and the tender number and submitted at 11 Diagonal Street, 17th floor, Newtown, Johannesburg. The bidder must ensure that they provide submissions that are packaged professionally, i.e., document paginated and indexed.

6. PROJECT BRIEF AND QUESTIONS

A project briefing session will not be held, prospective bidders may send technical and SCM related enquires / questions through email to GDHS contacts persons indicated in enquiries (Section 9) of the document.

7. CONTRACTUAL ARRANGEMENTS

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

8. PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction of the Head of Department. On delivery and completion of each milestone an invoice can be submitted for work completed and POE provided. Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and warning processes have been concluded and a supplier or supplier(s) appointed.

9. ENQUIRIES

All enquiries related to the content of the Terms of Reference may be directed in writing to info@gdhus.tenders@gauteng.gov.za and copy Mr Boitumelo Jack at Boitumelo.Jack@gauteng.gov.za and Ms Shivanee Puckiree at Shivanee.Puckiree@gauteng.gov.za.

Any other enquiry related to bid process may be directed in writing to info@gdhus.tenders@gauteng.gov.za and copy Mr Mbuso Mazibuko at Mbuso.Mazibuko@gauteng.gov.za and Ms Nkele Maleka at Nkele.Maleka@gauteng.gov.za.

The bid number should be mentioned in all correspondences.

NB: Please note telephonic requests for clarification will not be accepted.

Each tender document shall comprise of clearly indexed and bound returnable documents as follows:

RETURNABLE DOCUMENTS	
STAGE 1A: MANDATORY COMPLIANCE	
1.	Certified copy of a valid Compensation for Occupational Injuries and Diseases Act 130 (COIDA);
2.	A certified copy of a valid compliance Certificate with Unemployment Insurance Fund (UIF);
3.	A bidder must provide proof of registration on the Gauteng Waste Information System (GWIS);
4.	Joint Venture/Consortium agreement must be signed by all parties to the agreement (where bidders submit proposals as such) and
5.	Fully completed Pricing Schedule including Total Bid Price in line with Scope of Work
STAGE 1D: ADMINISTRATIVE COMPLIANCE	
6.	SBD 1 - Invitation to Bid
7.	SBD 3.2 – Price Schedule
8.	SBD 4 - Bidder's Disclosure Form
9.	SBD 6.1 - Preference Points Claim Form
10.	Valid Tax compliance status pin
11.	Proof of registration with Central Supplier Database
12.	Company CIPC registration documents
13.	Valid BBBEE certificate (SANAS accredited) or sworn affidavit

SPECIAL CONDITIONS OF CONTRACT

PROJECT NAME	PROVISION OF HYGIENE SERVICES
DESCRIPTION	PROVISION OF HYGIENE SERVICES FOR GAUTENG DEPARTMENT OF HUMAN SETTLEMENT (GDHS) FOR A PERIOD OF THIRTY-SIX (36) MONTHS.
CLOSING DATE	28 APRIL 2023
CLOSING TIME	11H00
VALIDITY PERIOD	120 DAYS

1. EVALUATION

The evaluation of bids will be done in terms of the Public Finance management Act (PFMA), the Gauteng Department of Human Settlements (GDHS) Supply Chain Management Policy (SCM Policy for Infrastructure Procurement and Delivery Management) and the Preferential Procurement Policy Framework Act 5 of 2000, read with the Preferential Procurement Regulations, 2022.

Bids will be evaluated on price and in accordance with the pre-scripts of the Preferential Procurement Policy Framework Act (PPPFA) and its regulation which stipulate a 80/20 point split for requirements up to R50 million.

The following preference points will be applied:

- (a) Price – 80 points
- (b) Specific Goals – 20 points

1.1 Specific Goals

Points awarded for Specific Goals

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (c) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10

preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (d) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
RDP Goals - Youth	N/A	10	N/A	
People Living with disability	N/A	10	N/A	

1.2 Price

The price evaluated shall include all local taxes and reimbursable expenses. The bid with the lowest acceptable price will receive the maximum percentage allocated for price.

The other proposals will receive proportionately smaller percentages based on the following formula:

$$Pp = (Pmin / Pbid) \times Ap$$

Where:

Pp is the percentage scored for price

Pmin is the price of the lowest bid received

Pbid is the price of the bid under consideration

Ap is the percentage allocated for price

NOTE:

- A contract will only be awarded to the bidders who scored the highest number of points.
- Points will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for Specific Goals.
- When functionality is part of the evaluation process and two or more bids have scored equal total points including equal preference points on Specific goals, the contract will be awarded to the bidder scoring the highest number of points on functionality.
- Should two or more tenders be equal in all respects, the award will be decided by the drawing of lots.

Evaluation Methodology

The evaluation will be done on functionality and price and specific goals point system.

2. NON-COMMITMENT

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

3. REVIEW PROCESS

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

4. GENERAL

- 4.1 Bidders must provide all the information requested in the Terms of Reference and as specified further in the Special Conditions.
- 4.2 The Department reserves the right to procure its requirements elsewhere outside the contract should the services be urgently required and not immediately available or in emergency cases.
- 4.3 The department reserves the right to arrange contracts with more than one service provider.
- 4.4 The submitted RFQ will serve as a basis for standardization of rates/price, the rates/price

submitted by the highest acceptable scoring bidder will be a basis for standardization of rates should the department appoint more than one service provider.

4.5 The Department reserves the right not to appoint.

5. Reasons for Rejection

5.1. Late bids will be rejected

5.2. Bidders shall not contact the department on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.

5.3. The department shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.

5.4. The department may disregard any submission if that bidder, or any of its directors:

- (i) Have abused the Supply Chain Management (SCM) system of any Government Department;
- (ii) Have committed proven fraud or any other improper conduct in relation to such system;
- (iii) Have failed to perform on any previous contract and the proof thereof exists; and
- (iv) Is restricted from doing business with the public sector or if such supplier failed to perform on a contract based on the specific goals.

6. Enquiries

6.1 All enquiries related to the content of the Terms of Reference may be directed in writing to Mr Boitumelo Jack @ email: Boitumelo.Jack@gauteng.gov.za and Ms Shivanee Puckiree @ email: Shivanee.Puckiree@gauteng.gov.za

6.2 Any other enquiry related to bid process may be directed in writing to Ms. Nkele Maleka Nkele.Maleka@gauteng.gov.za and Mr Mbuso Mazibuko @ Mbuso.Mazibuko@gauteng.gov.za
The bid description should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract 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
30. Applicable law
31. Notices
32. Taxes and duties

General Conditions of Contract

1. Definitions

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

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

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

- 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.

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| 6. Patent rights | 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. |
| 7. Performance security | 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. |

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

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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| 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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.

23.1 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:

23. Termination for default

- (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

25. Force Majeure

- 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
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

General Conditions of Contract (revised February
2008)